

AGREEMENT

between

TOWNSHIP OF EGG HARBOR, ATLANTIC COUNTY

and

UNITED WORKERS UNION

January 1, 2006 through December 31, 2009

Contract No. 1

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AGREEMENT

This Agreement entered into this ____ day of October 2006, between **TOWNSHIP OF EGG HARBOR**, in the County of Atlantic, a municipal corporation of the State of New Jersey, hereinafter called the "Township", or its successors, and **UNITED WORKERS UNION**, hereinafter called the "Union", represents the complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE I Recognition

- A. The Township hereby recognizes the Union as the sole and exclusive collective negotiating agent and representative for all full-time and regular part-time employees of the Township employed in the following classifications: clerks, communications officers, laborers, truck drivers, heavy equipment operators, assistant to the director of recreation, zoning officer, maintenance workers, mechanics, grounds foreman, and all other blue and white collar employees employed by the Township, excluding all department heads, managerial executives, supervisors, confidential employees, craft, professional and police employees within the meaning of the Act.
- B. The term "temporary" shall be defined as all employees who are hired for a period of ninety (90) days or to perform a specific task with no expectation of further employment beyond that time or task.
- C. The term "confidential" shall be defined as employees whose functional responsibilities or knowledge in connection with the issues involved in the collective negotiations process would make their membership in any appropriate negotiating unit incompatible with their official duties.
- D. The title "employee" shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE II Management Rights

- A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
1. The executive management and administrative control of the Township Government and its properties and facilities and activities of its employees, utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
 2. To promulgate 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 deem best for the purposes of maintaining order, safety and/or the effective operation of the Township after advance notice thereof to the employees.
 4. To hire all employees and to determine their qualifications and conditions of continued employment or assignment, to promote, transfer, or retain

employees in positions within the Township.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.
6. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive.
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 Township according to law.

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 judgement and discretion in the 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. 40A :1-1 et seq or any national, state, county or local law or regulations.

ARTICLE III

Union Rights

- A. The Union shall have the sole use of designated Union bulletin boards, located in the Municipal Building and Public Works Building for the sole purpose of posting notices relating to meetings and official business of the Union only. The Township may have removed from the bulletin boards any material which does not conform with the intent of the above provisions of this Article.

- B. The Township agrees to permit representatives of the Union to enter the premises of the Township for individual discussion of working conditions with bargaining unit employees, so long as prior notice is given to and prior approval is obtained from the Township Administrator, which approval shall not be unreasonably denied.

- C. The Union shall have the sole right to designate Official Union Representatives and specify their respective Union responsibilities. The union representatives upon notification to and approval of their department head may conduct union business without loss of pay or benefits.

- D. Upon prior notice to and authorization of the Township Administrator, no more than four (4) Union representatives shall be permitted as members of the contract Negotiating Committee without loss of pay, provided the conduct of such business does not diminish the effectiveness of the Township.

ARTICLE IV
Rules and Regulations

- A. Proposed new rules or modifications of existing rules covering negotiable working conditions shall be negotiated with the Union before they are established.
- B. All present written rules and regulations shall be provided to the Union.
- C. All additional written rules and regulations shall be provided to the Union immediately upon promulgation.

ARTICLE V
Table of Organization

- A. The Township agrees to provide the Union with a full and complete Table of Organization, and agrees to provide the Union with an updated Table of Organization within ten (10) days of any change.

- B. The Township shall provide the Union with a current list of all bargaining unit members, showing each employee's salary and level. The Township shall provide written notification of all level changes, position transfers, new hires, resignations and dismissals within ten (10) days of all such actions. Written notice to the Union office shall constitute such notification and is the preferred method of notice.

ARTICLE VI
Non-Discrimination

- A. The Township and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, age, political affiliation or other federally protected classes.

- B. The Township and the Union 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 Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE VII
Maintenance of Work Operations

- A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union 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 to report for duty or willful absence of any employee from their position, or stoppage of work, or absence in whole or part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.
- B. The Union 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 support any such action by any other employee or group of employees by the Township, and that the Union 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 takes such other steps as may be necessary under the circumstances to bring about compliance with the Union's order. Nothing herein shall be construed to restrict the employee's rights under the First Amendment of the United States Constitution.
- C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damage, or both, in the event of such

breach by the Union or its members.

- D. The Township agrees that it will not engage in the lockout of any of its employees.

ARTICLE VIII Discipline

A. The parties recognize the concept of progressive discipline is corrective in nature.

Discipline may include any or all of the following:

1. Verbal reprimand
2. Written reprimand
3. Minor suspension without pay (one to five days)
4. Major suspension without pay (in excess of five days)
5. Termination

B. The Township may utilize any or all of the above types of discipline depending upon the severity and/or the repetitive nature of the conduct to be disciplined.

C. Employees shall receive an employee interview with their Department Head whenever disciplined. The type and results of the interview, along with any employee response, shall be recorded and placed in the employee's personnel file.

D. An employee who has been subject to discipline action up to and including a minor suspension may only appeal such discipline through the grievance process up to Step Three.

E. Employees shall be entitled to have a union representative present at the employee's request at any and every step of the disciplinary procedure. However, the scheduled interview shall not be delayed except by mutual consent.

ARTICLE IX 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 any employee having a grievance to discuss the matter informally with their supervisor.
- C.
 - 1. The term "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.
 - 2. No grievance may proceed beyond Step Three herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Three herein.
- D. 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, in writing, by mutual consent.

Step 1: The aggrieved or the Union shall institute action under the provisions hereof within ten (10) working days after the event giving

rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Department Head or their designated representative for the purpose of resolving the matter informally. Failure to act within said ten (10) work days shall be deemed to constitute an abandonment of the grievance.

Step 2: If no agreement can be reached orally within ten (10) working days of the initial discussion with the Department Head, the Union may present the grievance in writing within ten (10) working days thereafter to the Department Head, or their designated representative. The written grievance at this Step must identify the grievant by name(s) and be signed by the aggrieved employee and the Union. It must set forth a statement of the facts constituting the grievance, the approximate time and place of occurrence of the facts leading to the grievance, the names of all Township representatives whose action or failure to act forms the basis of the grievance, the names of all witnesses the employee intends to present, and the specific contract provision(s) forming the basis of the grievance, and it must set forth the remedy sought by the aggrieved employee. Any written grievance failing to comport with the foregoing requirements shall be null and void, need not be

processed by the Township and shall constitute an abandonment of the grievance. The matters and person specified and identified in a written grievance shall not be expanded upon or added to subsequent to its filing and the grievant shall be precluded from raising or presenting additional facts witnesses or contract provisions thereafter, except with the express written consent of the Township. The Department Head will schedule a meeting with the aggrieved employee and a Union representative within ten (10) working days after receipt of the written grievance. The Department Head or their designated representative will answer the grievance in writing within ten (10) working days of said meeting.

Step 3: If the Union wishes to appeal the decision of the Department Head, such appeal shall be presented in writing to the Township Administrator or designated representatives within twenty (20) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Administrator or designated representative will schedule a meeting with the aggrieved employee and a Union representative within twenty (20) working days after receipt of the written submission. The Township Administrator or designated representative shall respond in writing within twenty (20) working

days of said meeting.

Step 4: If the grievance is still unsettled, either party shall have the right within twenty (20) working days to submit the dispute to arbitration pursuant to the rules of the Public Employment Relations Commission. The costs for the service of the arbitrator shall be borne equally by the Township and the Union. Any other expenses including, but not limited to, the presentation of witnesses, shall be paid by the parties incurring same.

- E. 1. The parties direct the arbitrator to decide, as a preliminary question, whether they have jurisdiction to hear and decide the matter in dispute.
- 2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and laws of the State of New Jersey, and be restricted to the application of the facts presented 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.

F. Upon prior notice to and authorization of the Township Administrator, no more than two (2) employee Union representatives shall be permitted as members of the grievance committee to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does

not diminish the effectiveness of the Township or require the recall of off duty employees.

- G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE X
Dues Deductions and Agency Shop

- A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. 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 Union and verified by the Chief Financial Officer on the first of the month following employment as a permanent employee.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to 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 authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction. Deductions shall be made from the first pay of each month, made payable to the Treasurer of the United Workers Union and forwarded to the national union office.
- D. The Union will provide the necessary "check-off authorization" form, and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Chief Financial Officer.
- E. Any such written authorization may be withdrawn in January and July of each year by the filing of notice of such withdrawal with the Chief Financial Officer and

Union office. 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.

- F. The Union 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 as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deductions.
- G. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.
- H. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union 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.
- I. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

- J. The sum representing the fair share shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Union 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 secured through collective negotiations with the Township.
- K. Prior to January 1 and July 31 of each year, the Union shall provide advance written notice to the Public Employment Relations Commission, the Township and all employees with the unit, the information necessary to compute the fair share fee for services enumerated above.
- L. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.
- M. The Union 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 Union to the Township, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deductions.

N. Membership in the Union is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he/she has received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit, and not only for members in the Union.

ARTICLE XI
Probationary Period

- A. All new employees shall serve a period of probation of six (6) continuous months of employment. A probationary employee may be terminated at any time without challenge by either the employee or Union.
- B. Employees promoted to a new title shall be considered a probationary employee in that title for a period of six (6) continuous months. Prior to the completion of the probationary period, the employee shall be evaluated by their Department Head to determine whether they shall be granted permanent status or return to their prior position. Said decision shall be the exclusive right of management and shall not be challenged by either the employee or Union.
- C. The Township Committee, at its sole discretion, may waive all or any part of the probationary period when the Township Committee deems such a waiver to be reasonable and in the best interests of the Township.
- D. Probationary period may be extended up to an additional three (3) months if the Township and the employee mutually agree to extend this period.

ARTICLE XII
Employee Qualifications

- A. If an employee loses their driver's license or for any reason is no longer qualified for their present position with the Township, the Township shall attempt to place the employee in another position, if a vacancy exists and the employee is qualified to perform the job duties of this other position.

- B.
 - 1. Employees shall recognize their employment with the Township as their primary employment and shall not let any outside employment interfere with their primary employment with the Township.

 - 2. The employee shall inform their Department Head of any outside employment, including the name and address of the employer, and the nature of the employment. Failure to inform their Department Head of any outside employment shall result in disciplinary action being taken against the employee.

ARTICLE XIII
Employee Rating

- A. All full-time permanent employees shall be rated by their Department Head.
- B. After the rating is made by the Department Head, it shall be reviewed privately with the employee and forwarded to the Township Administrator. The employee will receive a copy of their rating form and shall have the opportunity to review it with the Administrator with their union representative present after their review with the Department Head. These rating forms will become a permanent part of the employee's personnel record.
- C. After the employee has reviewed their rating form and has had the opportunity to review it with the Administrator, after their review with the Department Head, the employee shall have the right to respond, in writing to the employment rating.

ARTICLE XIV
Reduction in Force

- A. Any employee covered by this agreement whose position is eliminated as a result of a layoff shall have the right to bump other employees within the same classification within the same department in order of seniority.
- B. The last employee bumped within the department shall have the right to bump a less senior employee within the same classification within the Township, if the employee wishing to bump is qualified to do the work of the employee bumped.
- C. Employment within the same classification shall not automatically make an employee qualified to do the work of any other employee within the same classification.
- D. An employee whose position is eliminated as a result of a layoff shall have the right to bump another employee in a lower job classification provided the employee has the necessary skill, ability, and licenses (or certifications) required to perform the required work.
- E. The Township agrees to meet and confer with the union at least thirty (30) days prior to any reduction in force to discuss the affects of the reduction in force.

ARTICLE XV
Personnel Files

- A. The Township shall establish one set of personnel files or confidential records which shall be maintained under the direction of the Township Administrator.
- B. Employees covered under this Agreement may, by reasonable request during normal business hours, review in the presence of an individual designated by the Township or their designee any written evaluation reports or written complaints which may be contained in their personnel file.
- C. Whenever a written complaint or disciplinary report or action concerning an employee is placed in their personnel file, a copy shall be furnished to the employee and they shall be given the opportunity to rebut same in writing.

ARTICLE XVI
Hours of Work and Overtime

- A. All full-time bargaining unit employees shall work forty (40) hours per week.
- B. Flexible hours shall be provided for employees to work their forty (40) hours with the consent of the employer and union. Except for Public Works, employees can schedule their hours between 7:30 a.m. and 5:00 p.m. with either a half hour or full hour for lunch. Employees must be in work during the hours of 8:30 a.m. and 4:30 p.m. Their schedule must be approved in advance by their Department Head. Public Works employees' hours of work are 7:00 a.m. to 3:30 p.m. with a half hour for lunch. Public Works employees' hours of work are 6:00 a.m. to 2:30 p.m. with a half hour for lunch from the first Monday in July to the last Friday in August each year.
- C. The work week shall consist of seven (7) consecutive days beginning at 12:01 a.m. Sunday and ending at 12:00 midnight Saturday. The work day shall be the period of twenty-four (24) hours starting and ending at midnight, except in communications, where the work week shall continue as present practice.
- D. Upon notice, starting and stopping times, lunch break and days of work may be modified by the Township to accommodate the needs of the Township.
- E. All employees shall "punch in" and "punch out" at their time clock at their respective starting and stopping times, including lunch break.
- F. All employees shall receive overtime pay for all hours worked in excess of forty (40) hours worked at the rate of one and one-half (1-½) times the employee's regular

base rate of pay.

- G. For the purpose of calculating overtime, all paid leave including holidays will be considered as time worked, except sick leave and compensatory time which will not be considered time worked.
- H. An employee may accumulate a maximum of forty (40) hours of compensatory time each year in lieu of pay. Cumulative compensatory time shall never exceed a maximum of forty (40) hours. Communications Officers may accumulate an additional twenty (20) hours of compensatory time as permitted and approved by the Township Administrator. This time shall be taken as scheduled and mutually agreed to by the employee and their immediate supervisor.
- I. There shall be no pyramiding of overtime payments.
- J. No employee shall be required to work more than sixteen (16) continuous hours. Any employee working sixteen (16) continuous hours shall receive an eight (8) hour rest period without compensation. However, if this rest period includes any time within the employee's regular scheduled work day, they shall receive their normal compensation for that time.
- K. Overtime opportunities shall be distributed as equitably as possible and all overtime refusals shall be credited as time worked for purposes of overtime eligibility. All departments shall maintain and post an overtime list.
- L. If any employee is recalled to duty, either before the beginning or after the completion of their normal shift, they shall receive a minimum guarantee of two (2)

hours compensation at the overtime rate, except for the court clerks, who shall receive the minimum only, for the first time they are called out on a given day. The minimum guarantee shall apply provided said recall duty is not contiguous with the employee's normal work day. The Township shall have the right to retain the employee on duty for the minimum time period.

- M. All overtime must be approved in advance by the Department Head.
- N. The Township shall by March 1 of each year provide to each bargaining unit member a statement listing their unused paid leave as of December 31 of the preceding year.

ARTICLE XVII
Holidays

- A. All full-time probationary and permanent employees shall receive the following holidays:

New Years Day	Columbus Day
Martin Luther King Day	General Election Day
Presidents' Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
4 th of July	Christmas Day
Labor Day	Christmas Eve (½ Day)

- B. If Christmas Eve falls on Monday or Thursday, a full day holiday shall be granted.
If Christmas Eve falls on a Friday, a half day holiday shall be granted on Thursday.
- C. If a holiday falls on a Sunday, it shall be observed on the following Monday. In the event that a holiday falls on a Saturday, it shall be observed on a Friday.
- D. When a full-time probationary or permanent employee is required to work on any legal holiday or any date determined by the Township to be observed as a holiday, they shall be compensated for working on said holiday by receiving straight time payment for the holiday in addition to their regular payment for working on said day.
- E. In order to receive holiday compensation, employees must work their scheduled day before the holiday, the holiday (if scheduled) and their scheduled day after the

holiday. Any paid leave taken by the employee on these days shall be considered as time worked. If an employee scheduled to work on a holiday fails to report for duty that day, that employee shall be subject to disciplinary action

- F. In the event a legal or official holiday occurs while an employee is on sick leave, they shall not have such holiday charged against their sick leave.
- G. In the event a legal or official holiday occurs during an employee's vacation leave, they shall not have such holiday counted as a day of their vacation, but they shall be entitled to a substitute day of vacation leave.
- H. If a part-time employee is normally scheduled to work on a holiday, and is not required to work on the holiday, they shall receive their regular pay for that day.

ARTICLE XVIII
Vacations

- A. 1. An employee during their probationary period shall not be entitled to take any vacation time.
2. An employee shall be entitled to accrue one half (1/2) working day vacation for each month of service up to and including December of the year in which the employee completed their probationary period. While an employee is within their probationary period, vacation time will accrue, but may not be taken. If an employee leaves either during or upon the expiration of their probationary period, they shall not be entitled to any time off or compensation for vacation time accrued during the employee's probationary period.
3. An employee shall be entitled to paid vacation according to the following schedule:

YEARS OF SERVICE	NUMBER OF WORKING DAYS
1 st full calendar year of service	5/6 ^{ths} working days per month
2 nd through 5 th year of service	10 working days per year
6 th through 10 th year of service	12 working days per year
11 th through 15 th year of service	17 working days per year
16 th through 20 th year of service	22 working days per year
After 20 years of service and thereafter	24 working days per year

- B. 1. All vacation time must be taken in the year accrued. If an employee is unable to take their vacation time in the year in which it accrues because

the Township does not allow the employee to take the vacation based upon the needs of the Township, then any vacation accrued and not taken by the employee shall be carried into the next succeeding calendar year only. If an employee is unable to use their scheduled vacation leave due to sick leave, jury duty, military leave or injury leave, then those previously scheduled vacation days may be carried into the next succeeding calendar year only. Any vacation not taken by the end of the calendar year shall be forfeited.

2. Upon request by an employee and in the sole discretion of the Department Head as approved by the Township Administrator, an employee may carry up to a maximum of ten (10) accrued vacation days into the next succeeding year, to be scheduled at a time mutually agreeable to the employee and the Department Head.

- C. A vacation period shall consist of no less than five (5) consecutive work days.

Vacation periods of less than five (5) days may be taken upon approval and within the sole discretion of the Department Head.

- D. 1. Requests for vacation leave shall be submitted by the employee in writing to the Department Head at least three (3) weeks prior to the requested vacation, except in cases of emergency. Request for individual vacation days may be made providing employee gives seventy-two (72) hours notice prior to the requested vacation day. Approval or denial of said request must be done within seventy-two (72) hours of receipt of application.

2. Vacation leaves shall be scheduled to eliminate, as far as practicable, the necessity of engaging temporary personnel to perform the duties of the vacationing employee.
 3. No changes in vacation leave schedules shall be permitted without the consent of the Department Head.
 4. All vacations shall be subject to adjustment by the Township on the basis of emergency only.
 5. Vacation requests submitted to the Department Head in writing prior to March 15 of any calendar year shall be granted on the basis of seniority, except where the senior person or persons submitting the vacation request have certain expertise within the department precluding vacation being granted at the time requested. Vacation requests submitted after March 15 of any calendar year shall be granted on a first-come, first-served basis.
 6. Employees who fail to submit their vacation request to their Department Head by October 1 of any calendar year shall have their remaining vacation scheduled for them by the Department Head.
- E.
1. Any month in which an employee is absent for more than fifty (50%) percent of their scheduled work days in any given month, due to disciplinary suspension, injury leave, sick leave, or leave of absence without pay, said employee shall not accrue any vacation time for that month.
 2. An employee who is suspended without pay for a total of fifteen (15) or

more days shall forfeit all vacation earned and not used during the calendar year in which the suspension occurs, or during the next succeeding year, at the sole discretion of the Township Administrator.

- F. Any part-time employees hired after January 1, 2006, shall not be entitled to paid vacation leave.
- G. An employee who terminates their employment with the Township, or whose employment is terminated by the Township, shall be entitled to vacation time and/or vacation pay on a pro-rated basis. If the employee has used vacation that they have not earned for the calendar year, the employee shall owe the Township for the time used. The employee and the Union consent to reimbursement by payroll deduction from their final pay.

ARTICLE XIX
Absence without Leave

- A. Absence without notification for five (5) consecutive days shall constitute a resignation.

ARTICLE XX
Sick Leave

- A. All full-time employees covered by this Agreement shall be granted sick leave with pay in the amount of one (1) working day for every month of service during the remainder of the first calendar year of service, one and one-quarter (1¼) working days for every month of service during the next calendar year of employment. On January 1 of the next calendar year and on January 1 of every succeeding calendar year, if the employee has a minimum of fifteen (15) accumulated sick leave days, they shall accrue fifteen (15) working days as of January of that calendar year. If on January 1 of any calendar year the employee does not have a minimum of fifteen (15) accumulated sick leave days, they shall continue to accrue sick leave on the basis of one and one-quarter (1¼) working days for every month of service. Sick leave may not be used in advance of it being earned.
- B. Any amount of sick leave not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose, up to a maximum of two hundred forty (240) days.
- C. Sick leave is hereby defined to mean absence from post of duty by an employee by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods because of attendance of the employee upon their spouse, child, or other member of their immediate family living in the employee's household who is seriously ill and requires the attendance of the employee.

- D. If an employee shall have reported for duty and shall be required to leave their post of duty by reason of personal illness prior to the completion of one half of their work day, the employee shall be charged one-half day's sick leave. If the employee shall have completed more than one half day's duty before being required to leave, the employee shall not be charged sick leave for that day. Employee shall provide acceptable medical evidence of proof of illness after five (5) occurrences.
- E. Any employee who shall be absent from work for three (3) or more consecutive working days for sick leave or leave in attendance of a member of the employee's family as delimited in Section C of this Article, or for more than seven (7) working days of at least three (3) occurrences in any calendar year, shall be required to submit acceptable medical evidence substantiating the illness, and, where necessary, substantiating the necessity of the employee attending to a family member delimited in Section C of this Article. Any day for which acceptable medical evidence substantiating the illness has been submitted shall not be counted towards the seven (7) days enumerated above.
- F. An employee's supervisor may require the employee to submit acceptable medical evidence of proof of illness whenever such a requirement appears reasonable to the supervisor. If the Township requires a physical examination, it shall be performed by a physician selected by the Township and at Township expense.
- G. In order to receive compensation while absent on sick leave, an employee shall report their absence at least two (2) hours before start of shift for communications;

and between start of an employee shift and one quarter (¼) hour after, directly to their immediate supervisor (voice mail messages are unacceptable) for all other bargaining unit employees, except where emergency circumstances prevent the employee from doing so. In those circumstances, the employee shall report their absence as promptly as possible. Failure to so notify may be cause of denial of the use of sick leave for that absence, and constitute cause for disciplinary action.

- H. Abuse of sick leave shall be cause for disciplinary action and may constitute justifiable cause for dismissal.
- I. In case of sick leave due to contagious disease, a certificate is required from a valid health agency.
- J. Any month in which an employee is absent for more than fifty percent (50%) of his scheduled work days in any given month, due to disciplinary suspension, or leave of absence, said employee shall not accrue any sick leave time for that month.
- K. Any part-time employees hired after January 1, 2006, shall not be entitled to paid sick leave.
- L. Employees, at their option, may be paid for fifty (50%) of their annual unused sick leave from the preceding year, no later than March 15th of the succeeding year. The remaining fifty percent (50%) of their unused annual sick leave shall be accumulated without limitation. The sick leave payment cannot cause the amount of days accumulated to drop below twenty-five (25) days.
- M. Employees, at their option, may be paid for a maximum twenty-five (25) sick days

from their sick leave balance if that balance is seventy-five (75) days or greater prior to payment. If an employee exercises this option, they are precluded from exercising their option in Section L above. Payment shall be made no later than March 15th of the succeeding year.

- N. Any employee who terminates their employment with the Township, or whose employment is terminated by the Township, shall be entitled to sick leave on a pro-rated basis. If the employee has used sick leave that they has not earned for the calendar year, the employee shall owe the Township for the time used. The employee and the Union consent to reimbursement by payroll deduction from their final pay.

ARTICLE XXI
Funeral Leave

- A. 1. In the event of death of the employee's parent or step-parent, spouse, domestic partner, child, step-child or foster child of the employee, the employee shall be granted time off without loss of pay commencing between the day of death and the day of the funeral, but in no event to exceed five (5) consecutive working days.
2. A "Domestic Partner" is defined as an individual having a mutually acknowledged monogamous relationship with another. The relationship must be recognized by fellow employees as being equivalent to marriage. A domestic partner must have established the same legal residence with the employee for a period of no less than eighteen (18) months and present proof thereof in the form of a valid driver's license or other legal document acceptable to the Township. A domestic partner shall be listed as a beneficiary on the employee's life insurance policy.
- B. In the event of death of the employee's sister or brother who resides with them in their parents' home, the employee shall be granted time off without loss of pay commencing between the day of death and the day of the funeral, but in no event to exceed five (5) consecutive working days.
- C. In the event of death of the employee's father-in-law, mother-in-law, grandparent, grandchild, sister, brother, and relatives residing in their household, the employee shall be granted time off without loss of pay commencing between the day of death

and the day of the funeral, but in no event to exceed three (3) consecutive working days.

- D. Upon recommendation of the Department Head and approval by the Township Committee, additional time may be granted pursuant to this Article where circumstances justify such an extension.
- E. The Township reserves the right to require proof of death.

ARTICLE XXII
Military Leave

- A. Military leave will be granted in accordance with New Jersey State Statutes.
- B. Employees shall be required to notify their Department Head and the Chief Financial Officer at least two (2) weeks in advance of the required leave. An employee's pay will be withheld until a copy of their orders are supplied to both the Department Head and Chief Financial Officer in order to verify the employee's eligibility for leave. The employee shall receive their full pay from the Township for a period not to exceed ninety (90) work days per calendar year while performing active military duty.
- C. Employees on military inactive duty training or "drill weekends" will be granted excused leaves of absence without pay.

ARTICLE XXIII
Jury Leave

- A. Any permanent full-time employee who loses time from their job because of jury duty as certified by the Clerk of the Court shall receive full pay from the Township and shall sign over to the Township Chief Financial Officer all monies received for services, excluding mileage reimbursement, on such jury subject to the following conditions:
1. The employee must notify their Department Head immediately upon receipt of a summons for jury service;
 2. The employee has not voluntarily sought jury service;
 3. No employee is attending jury duty during vacation and/or other time off from Township employment, and
 4. The employee submits adequate proof of the time served on the jury and the amount received for such service.
- B.
1. If, on any given day an employee is attending jury duty, and he/she is released by the Court prior to 11:00 a.m., that employee shall be required to return to work by 12:00 noon that day in order to receive pay for the day.
 2. If, on any given day an employee is attending jury duty outside of Atlantic County and he/she is released by the court prior to 10:00 a.m., that employee shall be required to return to work by 12:00 noon that day in order to receive pay for the day.

ARTICLE XXIV
Personal Leave

- A. 1. Full-time permanent employees shall be entitled to three (3) days a year of leave for personal, business, household or family matters described in this Section and shall be non-accumulative. One (1) personal day per year may be utilized in hourly leave increments by the employee at their option.
 - 2. Probationary employees shall accrue one (1) personal day for every four (4) complete months of service, and shall continue to accrue personal days on this same basis after they are made permanent until the end of the calendar year in which they became a permanent employee. Thereafter, they shall accrue personal days pursuant to Section A.1 above. Probationary employees are not entitled to use accrued personal days during their probationary period.
 - 3. Any part-time employees hired after January 1, 2006, shall not be entitled to paid personal leave.
 - 4. Any month in which an employee is absent for more than fifty percent (50%) of their scheduled work days in any given month, due to disciplinary suspension, sick leave, injury leave, or leave of absence without pay, said employee shall not accrue any proportionate share of personal days.
- B. 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.

- C. Personal, household or family refers to matters when an employee's absence from duty is necessary for the welfare of the employee or his family.
- D. Application for a personal day containing the reasons for the leave must be submitted at least forty-eight (48) hours in advance, except where circumstances prohibit the giving of such notice.
- E. Personal days may be taken any time during the year. Only one (1) personal day may be taken during the month of December.
- F. Personal days will not be deducted from vacation, holiday or sick leaves.
- G. An employee who terminates his employment with the Township, or whose employment is terminated with the Township, shall be entitled to personal days on a pro-rated basis. If the employee has used personal leave that they have not earned for the calendar year, the employee shall owe the Township for the time used. The employee and the Union consent to reimbursement by payroll deduction from their final pay.

ARTICLE XXV
Injury Leave

- A. 1. In the event an employee becomes disabled by reason of a work-related injury or illness and is unable to perform their assigned duties, then, in addition to any sick leave benefits otherwise provided for herein, the employee shall be entitled to full pay for a period of up to one (1) year, provided all conditions of this Section A are met.
2. When an employee requests injury leave, they shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is initially made by the Township's Workmen's Compensation carrier, with the final determination, if necessary, to be made by the Workmen's Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off charged against their accumulated sick time and, if necessary, against any other accumulated leave time. If the employee leaves the employ of the Township prior to reimbursing the Township for such advanced time, the employee shall be required to reimburse the Township for such advanced time.
3. When an employee is granted either "conditional injury leave" or "injury leave", the employee shall surrender and deliver any workman's

compensation wages, or workman's compensation disability payment to the Township Chief Financial Officer and receive their entire salary payment.

- B. Any employee who is injured, whether slight or severe, while working, must make an immediate report thereof to their Department Head prior to the end of their work day.
- C. It is understood that the employee must file an injury report with the Department Head so that the Township may file the appropriate Worker's Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.
- D. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Township may reasonably require the employee to present such certificate from time to time. The Township has established a medical panel of physicians for employees to utilize.
- E. If the Township does not accept the Certificate of the physician designated by the insurance carrier, the Township shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Township.
- F. In the event the Township's physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.
- G. If the Township can prove an employee has abused his privileges under this Article,

the employee will be subject to disciplinary action by the Township.

ARTICLE XXVI
Leave of Absence Without Pay

- A. A permanent full-time employee who has worked for the Township for a minimum of twelve (12) consecutive months may request leave without pay for a period not exceeding three (3) months during a fiscal year for specific personal reasons, or other reasons deemed in the best interests of the Township.
- B. Applications for leave without pay must be submitted in advance, in writing, to the employee's Department Head, stating the employee's reason for requesting such leave and containing a statement that he intends to return to the Township's service after the expiration of such leave. The leave request must be recommended by the Department Head and Township Administrator and approved by the Township Committee. A leave of absence without pay shall not be considered for approval if the employee has paid leave available to utilize.
- C. Any leave of absence without pay granted in this Article shall be in accordance with the Federal Family Medical Leave Act (FMLA) and/or the Family Leave Act (FLA) and shall not be in addition to those regulations.
- D.
 - 1. A leave of absence without pay not exceeding three (3) months shall be granted for maternity leave purposes.
 - 2. Upon written request and certification from the employee's physician that additional time is needed, the Township, in its sole discretion, may extend maternity leave beyond three (3) months.
- E. During the period of a leave of absence without pay, an employee shall not

continue to accrue seniority, but shall not lose any seniority already accrued.

ARTICLE XXVII
Terminal Leave

- A. An employee who resigns in good standing after completion of at least five (5) consecutive full years of permanent full-time employment with the Township shall receive payment for unused sick leave at the rate of twenty-five percent (25%) of their annual salary at the date of such resignation. A maximum payment of Two Thousand Five Hundred Dollars (\$2,500) shall be paid regardless of the number of sick days accumulated.

- B. An employee who resigns in good standing or who retires pursuant to the public employee retirement system after completion of at least ten (10) consecutive full years of permanent full-time employment with the Township shall receive payment for unused sick leave at the rate of fifty percent (50%) of their annual salary at the date of such resignation. A maximum payment of Seven Thousand Five Hundred Dollars (\$7,500) shall be paid regardless of the number of sick days accumulated.

- C. An employee who resigns in good standing or who retires pursuant to the Public Employee Retirement System with a minimum of fifteen (15) continuous years of service as a permanent full-time employee of the Township shall receive payment for unused sick leave at the rate of fifty percent (50%) of their annual salary at the time of retirement. A maximum payment of Fifteen Thousand Dollars (\$15,000) shall be paid regardless of the number of sick days accumulated.

- D. An employee who retires pursuant to the Public Employees Retirement System with a minimum of twenty-five (25) continuous years of service as a permanent full-time

employee of the Township shall receive payment for unused sick leave at the rate of one hundred percent (100%) of their annual salary at the time of retirement. A maximum payment of Fifteen Thousand Dollars (\$15,000) shall be paid regardless of the number of sick days accumulated. The maximum amount of sick days which an employee can be compensated for under Article XV - Sick Leave, and this section, shall not exceed two hundred forty (240) days.

- E. At the Township's option, if an employee dies while employed by the Township, the Township may pay to the employee's estate, payment for unused sick leave at the rate of fifty percent (50%) of his/her annual salary at the time of death, regardless of the number of years of service. A maximum payment of Fifteen Thousand Dollars (\$15,000) shall be paid regardless of the number of sick days accumulated.

- F. An employee hired after January 1, 1996, who resigns in good standing or who retires pursuant to the Public Employees Retirement System after completion of at least ten (10) consecutive full years of permanent full-time employment with the Township shall receive payment for unused sick leave at the rate of twenty-five percent (25%) of their annual salary at the date of such termination. A maximum of Ten Thousand Dollars (\$10,000) shall be paid regardless of the number of sick days accumulated.

ARTICLE XXVIII
Salaries

- A. For the 2006 calendar year, all bargaining unit employees shall receive a salary increase in accordance with their category and level as listed in Schedule A attached at the end of this Agreement. All monies are retroactive to January 1, 2006, for employees on the payroll. Any employee who retired after January 1, 2006, shall receive retroactive pay from January 1, 2006, up to and including their last day of work.
- B. For the 2007 calendar year, all bargaining unit employees shall receive a salary increase in accordance with their category and level as listed in Schedule A attached at the end of this Agreement. Salary increases for 2007 are due and owing on January 1 of that year.
- C. For the 2008 calendar year, all bargaining unit employees shall receive a salary increase in accordance with their category and level as listed in Schedule A attached at the end of this Agreement. Salary increases for 2008 are due and owing on January 1 of that year.
- D. For the 2009 calendar year, all bargaining unit employees shall receive a salary increase in accordance with their category and level as listed in Schedule A attached at the end of this Agreement. Salary increases for 2009 are due and owing on January 1 of that year.
- E. On July 1 of each year of this Agreement, all bargaining unit employees shall advance one (1) level. If the employee has reached the highest level of their

category, no increase shall be granted on July 1. Employees hired between January 1 and July 1 in any year shall not be eligible for a level change on July 1 in the year they are hired.

- F. When an employee is transferred or promoted from one job category to another, they shall be placed on the salary level which provides a salary closest to the employee's present salary, but no less than the employee's present salary. This does not apply to voluntary demotions.
- G. Annual salary shall be paid biweekly by dividing the annual salary by the number of work days in the year.

ARTICLE XXIX
Longevity

- A. 1. All full time employees hired before January 1, 1992, shall be paid in addition to and together with their annual base salary additional compensation based upon the length of his/her service and determined according to the following schedule:

Years of Service	% of Annual Base Salary
Starting the 10 th year	4
Starting the 15 th year	5

2. Those employees hired after January 1, 1992, shall not be entitled to longevity.
- B. “Years of Service” shall be defined as all time an employee is employed by the Township. An employee’s anniversary date for the purposes of longevity shall be determined from the employee’s date of hire on a full-time basis.
- C. Longevity pay shall be applied on the basis of the employee’s anniversary date of employment and shall commence at the adjusted rate.
- D. Full-time employees eligible for longevity pay who are reduced to part-time status shall be entitled to longevity pay based upon their part-time base salary.

ARTICLE XXX
Temporary Assignment

- A. Any bargaining unit employee temporarily assigned to a classification having a higher wage scale for a period of five (5) consecutive working days shall receive the pay rate of that higher classification, retroactive to the first day worked in that higher classification. Paid time off shall not be considered a work day for the purpose of this Section.

- B. When an employee is to be compensated pursuant to Section A above, they shall be placed on the Salary Level in the appropriate job category which provides a salary closest to the employee's present salary, but no less than the employee's present salary.

- C. Any bargaining unit employee temporarily assigned to a classification having a lower wage scale shall continue to receive their regular wage scale for all time spent in the lower classification due to a temporary assignment.

- D. Any bargaining unit employee temporarily assigned to a classification not covered by this agreement having a higher wage scale for a period of five (5) consecutive work days, shall receive the pay rate of the higher classification, retroactive to the first day worked in that higher classification. The rate of pay shall be the entry level rate for the higher classification. Paid time off shall not be considered a work day for the purpose of this section.

ARTICLE XXXI
Education Benefits

- A. When the Township requests or requires an employee to take a course and designates the course to be taken, the Township shall pay for any tuition fees, book costs, or other direct out-of-pocket expenses incurred in the completion of said course, upon submission of written verification of expenses and satisfactory completion of the course with a grade of C or better.

- B. Upon prior approval by the Township, any employee taking a college credit course at an accredited post graduate institution where said course, in the sole opinion of the Township, shall assist the employee in performing their duties more productively and efficiently, shall be reimbursed for the cost of tuition and books, upon verification of satisfactory completion of the course with a grade of C or better.

- C. Employees shall be released from work time without loss of pay to attend any courses required by the Township.

ARTICLE XXXII
Uniform Allowance

- A. All uniforms worn as a job requirement will be provided or paid for by the Township.
- B. The Township agrees to provide uniforms to the Department of Public Works which include pants, shirts, Spring-weight jacket, Winter-weight jacket, and rain pants and jacket.
- C.
 - 1. The Township agrees to pay a cleaning and maintenance allowance for Communications Officers in the amount of Three Hundred Fifty Dollars (\$350) per year in one (1) lump sum on the first pay of December. This cleaning and maintenance allowance is pro-rated for the period of time that the employee has been employed as of the first pay of December. If the employee terminates their employment with the Township prior to the first pay of December they shall not be entitled to a cleaning and maintenance allowance for that year.
 - 2. The Township agrees to provide a purchase and replacement allowance for Communications Officers in the amount of Three Hundred Fifty Dollars (\$350) per year. If the employee is hired between July 1 and the first pay in December, they shall only be entitled to fifty percent (50%) of the purchase replacement allowance. The purchase and replacement allowance shall be pro-rated upon the employee's separation.
- D. The Township agrees to provide a purchase and replacement allowance for all

uniformed Public Works' employees in the amount of Three Hundred Dollars (\$300) per year. If the employee is hired between July 1 and the first pay of December, they shall only be entitled to fifty percent (50%) of the purchase replacement allowance. The purchase and replacement allowance shall be pro-rated upon the employee's separation.

ARTICLE XXXIII
Meal and Travel Allowance

- A. When an employee is required to work thirteen (13) continuous hours or more, they shall receive a meal allowance of Six Dollars (\$6) and a one-half (½) hour break following the twelfth (12th) hour.

- B. Whenever an employee is required by the Township to use their personal vehicle for Township business, they shall be reimbursed at the rate of the United States Government Internal Revenue Service equivalent on allowance per mile for work-related automobile use. This rate shall be fixed annually on January 2 of each year. The Township shall make every effort to provide a Township vehicle for Township business use.

ARTICLE XXXIV Township Equipment

- A. Whenever any employee damages any Township equipment, a full written report shall be made and submitted to their Department Head.
- B. When any Township-owned vehicle is involved in an accident, the Police Department must be notified immediately so that they may conduct an on-the-scene investigation and prepare an accident report as required. The driver must also file a full report as required in Section A above.
- C.
 - 1. In the event of an accident, the Township Clerk may convene a review board consisting of the Department Head and Safety Director to review the accident and determine if negligence is involved, or if any disciplinary action should be recommended.
 - 2. When an employee is being interviewed about an accident, they shall have the right to have a Union representative present.
- D. If an employee feels that a vehicle is unsafe, they shall report the vehicle to their Department Head. If the Department Head or their designee determines that the vehicle is safe, the employee shall be required to drive the vehicle. If the Department Head or their designee determines that the vehicle is unsafe, the vehicle shall be pulled off the road until it is determined to be safe.
- E. All trash trucks and Department of Public Works employees assigned to work off site for more than one (1) hour shall have access to water jugs.
- F. All trucks purchased for the Department of Public Works shall be equipped with

an air-conditioning unit.

ARTICLE XXXV
Hospitalization Insurance

- A. 1. The Township agrees to provide hospitalization insurance which includes traditional coverage, preferred provider organization and health maintenance organization through New Jersey State Health Benefit Plan (or any other substantially equal health benefit plan) for all full-time employees and eligible dependents covered by this Agreement at the Township's expense. The Township shall be responsible monthly for a cost not to exceed:

Single	\$350
Parent/Child	\$450
Husband/Wife	\$650
Family	\$800

2. Effective January 1, 2007, the Township agrees to provide hospitalization insurance which includes traditional coverage, preferred provider organization and health maintenance organization through New Jersey State Health Benefits Plan as it exists or as it is modified by the State Health Benefit Program (or any substantially equal health benefit plan), including any changes in co-pays or deductibles that may be implemented by the State Health Benefit Program for all employees and eligible dependents covered by this Agreement. Employees shall be responsible to pay fifteen percent (15%) of dependent coverage cost on a monthly basis through payroll deductions.

- B.
 - 1. The Township agrees to provide dental, optical and prescription insurance coverage for all employees and eligible dependents covered by this agreement, at the Township's expense for the life of this contract.
 - 2. Prescription plan co-pay shall be in accordance with the New Jersey State Health Benefit Plan (or any other substantially equal benefit plan).
- C. Employees' health coverage begins on the first of the month following sixty (60) days of continuous employment.
- D. A labor-management committee is established to review the current medical coverage to contain costs to both employee and Township.

ARTICLE XXXVI
Separability and Savings

- A. If any clause or provision of this Agreement is deemed illegal and/or invalid through a court decision or legislation, that clause or provision shall become null and void. All other clauses or provisions of this Agreement shall not be affected, and shall remain in full force and effect.

ARTICLE XXXVII
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 XXXVIII
Duration of Agreement

A. This Agreement shall become effective on January 1, 2006, and shall terminate on December 31, 2009. If either party desires to change this Agreement, it shall notify the other party in writing at least ninety (90) days before the expiration of this Agreement of the proposed changes and their desires to terminate this Agreement. If notice is not given as herein stated, this Agreement shall automatically be renewed for another year.

In witness whereof, the parties have hereunto affixed their signatures.

Egg Harbor Township
Atlantic County, New Jersey
A New Jersey Municipal Corporation

United Workers Union

James J. McCullough, Mayor

David L. Tucker, President

Dated: October 23, 2006

Attested

Patricia Indrieri, RMC
Township Clerk

G. Dull, Negotiating Committee

Jack Berry, Negotiating Committee

Kathy Fiedor, Negotiating Committee

Doug Stroby, Negotiating Committee

Jacqueline Constantine, Negotiating Committee

CATEGORIES

CATEGORY	TITLES
A	Assistant to the Director of Recreation (existing)
B	Heavy Equipment Operator Grounds Foreman Mechanic
C	Truck Driver
D	Laborer
E	Communications Officer
F	Clerk 1
G	Clerk 2
H	Zoning Officer Assistant to the Director of Recreation (future)

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