

AGREEMENT

Between

HAMMONTON WATER DEPARTMENT ASSOCIATION

AND

TOWN OF HAMMONTON

EFFECTIVE DATE:

January 1, 2010 through December 31, 2013

PREAMBLE-WATER DEPARTMENT

This agreement, entered into by and between the Town of Hammonton a Municipal Corporation in the County of Atlantic of the State of New Jersey, hereinafter referred to as the "Town" and the Hammonton Water Department Association hereinafter referred to as the "Collective Bargaining Unit" represents the complete and final understanding on bargainable issues between the aforementioned parties.

WITNESS

WHEREAS, this Agreement is designed to promote and maintain a harmonious relationship between the TOWN OF HAMMONTON and its employees who are within its provisions in order that a more efficient and progressive public service may be rendered by both and;

WHEREAS, the well-being of employees and efficient administration of the Town are benefited by providing a clear statement of the contractual rights of employees;

NOW, therefore, the parties hereto agree as follows:

ARTICLE 1 – RECOGNITION

Pursuant to the Public Employment Relations Commission Docket No: RO 88-140, the Town recognizes the Collective Bargaining Unit as the sole and exclusive representative for the purpose of collective bargaining negotiations for all employees of the Collective Bargaining Unit of the Town of Hammonton, excluding all supervisors and all other employees as defined in the Act, all professional employees, managerial executive employees and confidential employees.

ARTICLE 2 – MANAGEMENT RIGHTS

Section 1

The Town, in conformance with law, 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 not limited to the following rights:

- a. The executive management and administrative control of the Town Government and its properties, facilities, and the activities of its employees;
- b. To hire all employees and, subject to the provisions of law, to determine their qualifications.
- c. To establish conditions for continued employment, or assignment, and to promote and transfer employees and to make and modify all reasonable work rules in connection therewith;
- d. To suspend, demote, discharge or take other disciplinary action for good and just cause.

Section 2

The exercise of the foregoing powers, rights, authority, duties, or responsibilities of the Town, the adoption of policies, rules, regulations and practice in furtherance thereof, and the use of judgement 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 expressed terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

Section 3

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

ARTICLE 3 – ANTI-DISCRIMINATION

Neither the Town or the Collective Bargaining Unit shall, by reason of race, creed, color, age, national origin, ancestry, physical disability, political belief, marital status, sex or by reasons of Collective Bargaining Unit membership or non membership, discriminate against any person who is qualified and available to perform the work to which the employment relates.

## ARTICLE 4 – COLLECTIVE BARGAINING UNIT RIGHTS

### Section 1 – Inspections

Authorized representatives of the Collective Bargaining Unit shall be permitted to inspect at reasonable times all Town facilities for the purpose of investigating grievances. The availability of all openings for permanent positions in this bargaining unit will be posted upon the bulletin board for a period of thirty (30) days.

### Section 2 – Inspection of Payroll Records

Whenever a complaint is made concerning the wages, vacations and/or holidays of an employee, the complaining employee shall have the right to make reasonable inspection of employer's payroll and time records during the Grievance Procedure.

### Section 3 – President

The Town recognizes the right of the Collective Bargaining Unit to designate a President and alternates from the Town's seniority list. The authority of the President and alternates so designated by the Collective Bargaining Unit shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances to the Towns designated representative, in accordance with the provisions of the Collective Bargaining Agreement.
2. The collection of dues and fees when authorized by Local Collective Bargaining Unit resolution.
3. The transmission of such messages and information which shall originate with and are authorized by the Local Collective Bargaining Unit or its officers provided such messages and information:
  - a. have been reduced to writing, or
  - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusals to handle goods or any other interference with the Town's business.

### Section 4 – Investigation of Grievances by President

President shall be permitted to investigate, present and process grievances on the property of the Town without loss of time or pay. Such time spent in handling grievances shall be considered working hours to be compensated at the employees regular hourly rate of pay.

Requests for time spent in processing grievance shall not be unreasonably denied.

Section 5 – Pay for Time

Whenever the President is required to attend any grievance hearing or negotiating meeting attended by representatives of the Town and the Collective Bargaining Unit, he/she shall be compensated by the Town. The President shall not be paid where the grievance in question involves him/her as a principal, as distinguished from his/her appearing in his/her representative capacity.

A President shall be compensated only when his/her attendance is required.

ARTICLE 5 – COLLECTIVE BARGAINING UNIT DUES (WHEN APPLICABLE)

The Town, during the life of this Agreement, agrees to make deductions for the convenience of the Collective Bargaining Unit and its members, of Collective Bargaining Unit dues as indicated by the President.

The Collective Bargaining Unit agrees to notify the Town of the official amounts of regular Collective Bargaining Unit membership dues and fees to be deducted for each member along with a deduction schedule. Such notification by the Collective Bargaining Unit is to be in writing and signed by the Collective Bargaining Unit President or Secretary/Treasurer. Should any change occur during the term of this Agreement, the Collective Bargaining Unit shall notify the Town in writing of such change thirty (30) days before any change in the amount of said deductions.

Any dispute which may arise as to whether an employee is being charged the appropriate amount of dues is subject to the grievance procedure.

ARTICLE 6 – AGENCY SHOP (WHEN APPLICABLE)

It is understood and agreed that upon the signing of this Agreement that provisions of the "Agency Shop" concept established by the passage and signing the amendments and supplements to the "New Jersey Employer-Employee Relations Act" (P.L. 1941, c.100 C.34:13A et seq shall take effect. Those employees of the Town of Hammonton that are in the bargaining unit on the effective date of this Agreement who do not join the Collective Bargaining Unit within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment within the unit shall, as a condition of employment, pay a representation fee to the Collective Bargaining Unit by automatic payroll deduction.

The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Collective Bargaining Unit membership dues, fees, and assessments as certified to the employer by the Collective Bargaining Unit. The Collective Bargaining Unit may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Collective Bargaining Unit membership dues, fees, and assessments. The Collective Bargaining Units entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Collective Bargaining Unit remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Collective Bargaining Unit and the employer.

The Collective Bargaining Unit shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not

taken by the employer in conformance with this provision. The Collective Bargaining Unit shall intervene in, and defend any administration or court litigation concerning this provision. Said representation fee shall not apply to temporary, seasonal or part-time employees who are employed less than 120 consecutive days.

#### ARTICLE 7 – SENIORITY

Unless superceded by NJ CSC rules and regulations the below shall be followed:

##### Section 1

Seniority is defined to mean the accumulated length of continuous full time service with the Town, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury verified by a physician. All seniority shall be lost and employment terminated if any of the following occur:

- a. discharge with cause as set forth in Article twelve (12) immediately;
- b. resignation;
- c. failure to return immediately upon expiration of authorized leave;
- d. absence for five (5) consecutive working days without leave or notice;
- e. engaging in any other employment during a period of leave of absence;
- f. employees who have been on layoff status in excess of two (2) years.

Seniority rights for employees shall prevail at all times.

##### Section 2 – Seniority Rank and Posting

Full time employees shall have seniority rights over part time employees. Part time employees shall be those employees who work twenty nine (29) hours or less in any calendar week and furthermore, shall be restricted from working in excess of twenty nine (29) hours in any calendar week, with the exception of an emergency as determined by the Department Head. Any controversy over the seniority standing of any employee shall be submitted as a grievance within thirty (30) days after posting after which the list shall become binding. After an employee has worked for the Town for at least ninety (90) days said employee shall gain seniority status, his/her seniority shall revert to the first day of his/her employment. Nothing in this section shall apply to employees: (1) hired as temporary help under the Clean Communities Act (2) assigned to Hammonton by a Court in lieu of a fine or incarceration or (3) those assigned to the Town as part of a grant or Youth Program by the County, State or other entity who are paying or not paying the salary either wholly or in part.

##### Section 3 – Probationary Period

Each employee of the Town who becomes a new member of this bargaining unit shall be subject to a probationary period of employment during which time said employee may be discharged by the Town with or without cause. The length of this probationary period shall be ninety (90) calendar days from the date of employment by the Town.

##### Section 4 – Job Openings or Vacancies

- A. Subject to New Jersey Department of Personnel regulations all openings or vacancies i.e. provisional appointments, shall immediately be posted by the Town on the employee's bulletin board for a period of fourteen (14) consecutive calendar days. At the end of that period, the position shall be awarded and become effective on the Monday of the week following the conclusion of the posting period. Any employee wishing to apply for the opening or vacant position may do so.

All provisional openings or vacancies shall be filled by employees according to seniority within the Department. If no such other employee is available, employees within the unit shall fill the vacancy according to seniority and subject to Department of Personnel Rules and Regulations. Each employee shall have a sixty (60) day qualification period subject to the conditions stated hereafter. If during or, at the end of the qualifying period, the Town feels that the employee is not qualified, they shall then furnish substantial evidence to the Union to substantiate this claim. Any employee so disqualified or who voluntarily gives up the promotion, transfer or demotion shall be allowed to resume his/her former position without penalty. In the event the employer may not obtain sufficient or qualified employees to fill the openings or vacancies, then they may fill such position from other sources

ARTICLE 8 – LAYOFF AND RECALL

Unless superceded by NJ CSC rules and regulations the below shall be followed:

Section 1 – Notice of Layoff Without Cause

The Town agrees to give forty five (45) days notice, whenever making permanent layoffs, without cause, to the Collective Bargaining Unit and the President. Notice must be given in writing. Where such required notice is not given, the Town shall pay the employee forty five (45) days wages in lieu thereof. This is subject to any and all new regulations as promulgated by the State of New Jersey, Department of Personnel.

Section 2 – Notification of Recall

The Town, when recalling laid-off employees, shall recall on the basis of seniority and shall send a registered letter to the employees last known address (as indicated on the employee's record) and the employee shall have five (5) days from receipt of such notice to respond to such recall notice. If the employee fails to report to work within a seven (7) day period, he/she may be terminated. If he/she then is rehired he/she shall be considered a new employee without his/her former seniority. This is subject to any and all new regulations as promulgated by the State of New Jersey, Department of Personnel.

ARTICLE 9 – RESIGNATION

Unless superceded by NJ CSC rules and regulations the below shall be followed:

Section 1

If an employee gives two (2) weeks notice when he/she intends to resign, he/she shall be paid for any accrued vacation time, pro-rated for the current year. Longevity shall be pro-rated for the current year, if applicable. Personal time for that year, not already taken, shall be paid in full.

Section 2

If the employee does not give the proper two (2) weeks notice of his/her intention to resign, he/she automatically forfeits any entitlement under Section 1 above.

ARTICLE 10-LAYOFF/DISCHARGE FOR OTHER THAN GOOD CAUSE SHOWN

Unless superceded by NJ CSC rules and regulations the below shall be followed:

Section 1

If an employee is laid off for more than six (6) months, he/she is to be paid for any earned accumulated vacation time pro-rated for the current year in addition to the following schedule:

1. One (1) through five (5) years of service one (1) week severance pay.
2. Six (6) through ten (10) years of service two (2) weeks severance pay.
3. Eleven (11) through fifteen (15) years of service three (3) weeks severance pay.
4. Sixteen (16) or more years of service four (4) weeks severance pay.

## Section 2

If an employee is discharged for cause, the Town shall determine whether or not he/she shall be paid for any earned accumulated vacation time depending upon the circumstances of his/her dismissal.

## ARTICLE 11 – LIABILITY & FALSE ARREST INSURANCE

### Section 1

The Town agrees to cover all employees with Employee Performance Liability Insurance.

### Section 2

Whenever an employee is a defendant in any action or legal proceeding, is under arrest or is likely to be, or is a suspect or the target of a criminal investigation arising out of, or incidental to, the performance of their duties, the employee shall be immediately warned of his/her rights under the U.S. Constitution and State of New Jersey. The Town shall provide said employee with legal representation for such action or proceeding. The Town must approve, according to the policy followed in other departments, the fee for such legal representation. This does not include legal representation for their defense in a disciplinary hearing instituted against an employee by the Town or in a criminal proceeding instituted as a result of a complaint on behalf of the Town.

### Section 3

Whenever the Town has provided for the defense of an employee in any action or legal proceeding, and it is ultimately determined by a Court of law or other body or individual having authority to render such a decision, that the employee acted with malice or specific intent, and outside the scope of performance of their duties, the Town having no liability, the Town may recover from the employee the reasonable cost of providing the employee the legal representation.

## ARTICLE 12 – DISCIPLINE AND DISCHARGE

Unless superceded by NJ CSC rules and regulations the below shall be followed:

### Section 1

No employee may be dismissed or suspended without just cause. Nothing shall prohibit the Collective Bargaining Unit from investigating any dismissal or suspension and resorting to the Grievance Procedure where the employee is not subject to Department of Personnel regulations provided in this Agreement. Until the case has been discussed with the President in matters not covered by the Department of Personnel regulations, no employee may be dismissed or suspended, except where the provisions of this section provide for immediate dismissal or suspension. In the event that it is decided, as provided in the Grievance Procedure set forth in this Agreement, that the suspension or discharge was without just cause, the decision shall provide for reinstatement with or without back pay. If the decision directs reinstatement with pay, the Employer shall not receive any credits for wages or compensation earned by the employee while he/she was out of the Employer's employ. Except where an emergency prevents it, grievances concerning



dismissal or suspension shall be advanced over all other matters pending for grievance hearings and shall be promptly heard. Except in the case of immediate suspension with intent to dismiss for the causes set forth below, no employee may be dismissed or suspended for his/her first offense but shall receive at least one written warning for each different offense.

The parties agree that causes for immediate suspension with intent to dismiss without first discussing the matter with the Business Agent shall be the following:

1. Calling or participating in any unauthorized strike, work stoppage or walkout.
2. Drunkenness, proven during working hours, or being under the influence of drugs or alcohol during working hours.
3. Proven theft or dishonesty.
4. Unprovoked assault on his/her Employer or his/her Employer's representative during working hours.
5. Willful conduct intended to damage equipment or injure fellow employees or third parties.
6. As permitted by NJ CSC Rules and Regulations.

In each instance, the Employer shall promptly notify the Collective Bargaining Unit of the action in writing.

#### Warning Notices

The warning notice shall not remain in effect for a period of more than one (1) year from the date of such warning notice. However, the letter will remain in the employees file.

#### Section 2

The Town may, upon written notice to an employee or prospective employee, require the noticed individual to submit to a drug/alcohol screening test, to be arranged by the Town at the offices of a licensed physician and/or laboratory. All results from the test shall be placed in the employee's file. The Town may use the results of the Test to invoke the provisions of the aforementioned section, or to deny employment to a prospective employee.

### ARTICLE 13 – GRIEVANCE PROCEDURE

#### Section 1 – Purpose

1. 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 this Agreement.
2. The President shall be present at all levels of the grievance procedure.

#### Section 2 – Definitions

1. The term "grievance" as used herein means any Controversy arising over the interpretation, application or alleged violation of policies, agreements and administrative decisions affecting the terms and conditions of employment, or this Agreement and shall be raised by an individual, or the Collective Bargaining Unit on behalf of an individual or group of individuals.

### Section 3 – Steps of the Grievance Procedure

In order to resolve grievances covered by this Agreement between the parties, this procedure shall be followed unless any step is waived by mutual consent:

#### Section 3a – Step One

An informal meeting shall be held between the President, the aggrieved and the aggrieved supervisor within ten (10) working days of knowledge of the occurrence giving rise to the grievance. If no satisfactory resolution of this grievance can be made the grievance shall be put in writing and submitted to step two.

#### Section 3b1 – Step Two

A meeting between an official of the Collective Bargaining Unit with the President and the aggrieved in conference with the Mayor and the Councilpersons in charge at a mutual time to be fixed by the Mayor or his/her designated representatives and the Collective Bargaining Unit official should be scheduled within ten (10) days. Should no acceptable agreement be reached within an additional ten (10) working days, of the meeting, then the matter may be referred to arbitration by the Town or the Collective Bargaining Unit only, where the Department of personnel does not have or declines jurisdiction.

#### Section 3b2

Either the Collective Bargaining Unit or the town may have witnesses whose testimony is relevant at any meeting. Any witness's attendance will be limited, however, to the time required to present his/her testimony.

A witness may only testify on matters specifically relevant to the subjects of the grievance.

#### Section 3b3

Nothing herein shall be construed to deny to any individual employee his/her rights under New Jersey Department of Personnel laws or regulations. In the event the aggrieved elects to pursue current Department of Personnel rules for a remedy to his/her grievance, then no recourse to arbitration will be available and his/her grievance will be withdrawn.

#### Section 3c – Step Three

##### Section 3c1

In the event the grievance has not been resolved at Step Two, either party may, within thirty (30) calendar days request arbitration. The arbitrator shall be chosen in accordance with the Rules of the New Jersey State Board of Mediation.

##### Section 3c2

The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him/her involved in the grievance. The decision of the arbitrator shall be final and binding on all parties. In formulating his/her decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United States where applicable.

##### Section 3c3

The costs for the services of the arbitrator shall be borne equally between the Town and the Collective Bargaining Unit. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

Section 3c4

The arbitrator shall set forth his/her findings of fact and reasons for making the award within thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.

Section 3c5

The No response at any Step in this procedure by the Town or its agents shall be deemed to be a negative response and upon the termination of the applicable time limits the grievance may proceed to the next step. Time limits may be extended by the parties by written mutual agreement.

Section 3c6

Group grievances, which shall be defined as those affecting "substantially" all of the members of the Collective Bargaining Unit shall be filed by the Collective Bargaining Unit and by the Collective Bargaining Unit only at Step Two.

ARTICLE 14 – DRUG TESTING AND RANDOM TESTING

The Town of Hammonton shall, as a condition of employment, require that all new applicants, who have been offered a conditional offer of employment, must submit to a drug screening test before final approval for hiring. This testing shall be at the expense of the Town of Hammonton. The Town of Hammonton may as a condition of continued employment require any type of random drug screening test. This testing shall also be at the expense of the Town of Hammonton.

ARTICLE 15 – LEAVES OF ABSENCE AND SICK LEAVE

Sick Leave shall be compensated on the same basis as presently provided by existing law and shall be accumulated and compensated in the same manner as all other employees of the Town.

The Town agrees that no employee shall be required to submit a Doctor's Certificate to the Town Clerk, through the Department Head, for any illness, unless the period of illness is five (5) consecutive days or after a total of ten (10) accumulated days throughout the calendar year.

Sick certificates will be required under these terms whether the employee receives compensation or not in order for this leave to be considered an approved sick leave of absence.

Leaves of absence may be granted by the Town for emergency situations by Mayor and Town Council.

ARTICLE 16 – PERSONAL LEAVE

All members of this contract shall be granted personal leave, without deductions from pay, benefits, or compensatory time, for the following reasons:

1. Death in the immediate family, from the date of death

To, and including, the day of the funeral, with a maximum of five (5) days being granted. In the event of travel, the number of days shall be determined by the Department Head with approval of the Chairperson of the Town Council of the appropriate department.

2. Serious illness in the immediate family residing with the employee, no more than three (3) working days. Serious illness shall be determined by the Department head, and Town Council (appropriate Committee).
3. Each employee shall be entitled to three (3) working days personal time without giving the reason therefor, over and above the days set forth in Paragraph 1 or 2 above.
4. Immediate family, for all purposes of this contract, shall be defined as the parent, grandparent, great grandparent, spouse, civil union partner, spousal grandparent, child, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, step-mother, step-father, step-child, and all live-in members of the household, and any relative consistent with New Jersey Law pertaining to civil unions.
5. The Department head shall have the authority to grant a funeral leave to his/her employee who suffers the loss, by death, of an individual who is not covered in the definition above. In no instance will this leave exceed five (5) consecutive working days from date of death to date of funeral.
6. Any time granted to an employee under this Article, shall not be deducted from any other time or benefits owed to the employee.

#### ARTICLE 17 – SICK LEAVE

Unless superceded by NJ CSC rules and regulations the below shall be followed:

##### Section 1

Employees in the bargaining unit shall be allowed paid sick leave which shall be earned at the rate of one and one quarter days per month for each month of employment up to a maximum of fifteen (15) days in any year. Sick leave days shall be accumulated without limitation so long as an employee is on the active payroll.

##### Section 2

Sick leave is defined as temporary inability to perform one's duties by reason of illness, injury or disease not related to Worker's Compensation.

##### Section 3

Employees shall be required to present evidence of illness or injury, not job related, after five (5) consecutive days leave or a total of ten (10) days leave in one (1) calendar year at the employee's own expense. The Town shall have the right to demand a second opinion certificate from the Town's doctor, which must be secured from the Town's doctor or the Town's insurance carrier's authorized doctor, but if such a demand is made, the Town must pay for the second opinion doctor's bill.

Section 4-A Workers Compensation

In the event of work-related illness or injury of an employee hired prior to January 1, 2010, the employee shall retain his/her rights pursuant to the Worker's Compensation Act and not be required to utilize his/her sick leave for any lost time compensated for by Worker's Compensation. As a clarification, if an employee is injured and out of work for seven (7) days, sick days will be utilized. If, however, the injury is so severe as to require the employee to be out more than seven (7) working days, workers compensation will pick up from the first day out and no sick leave will be used.

Section 4-B Workers Compensation for employees hires effective 1/1/10

In the event of work-related illness or injury of an employee hired on or after January 1, 2010, the employee shall retain his/her rights pursuant to the Worker's Compensation Act and shall be required to utilize his/her sick time for any lost time from the 1<sup>st</sup> day thru the 7<sup>th</sup> day out of work.

After 7 consecutive days out of work, the Town of Hammonton worker's compensation carrier will begin paying the employee direct at the percentage of salary per law retroactively back to the employees 1<sup>st</sup> day out of work. Employee will not receive a check from the Town of Hammonton while receiving worker's compensation pay. The employee will not be refunded for his/her sick time utilized from the Town of Hammonton, unless the employee reimburses the Town for the sick days that were paid by the Town. The workers compensation carrier and the Town of Hammonton reserve the right to request that the injured/ill employee continue to appear at work for sedentary/transitional duty, upon doctor's approval.

Section 5

Employees shall not be compensated for any and all unused accumulated sick leave upon retirement from said employment unless said employee has twenty five (25) years of continuous full-time service with the Town of Hammonton. He/she shall then be entitled to seventy-five percent (75%) of his/her unused sick leave up to a maximum of \$12,000.00.

Section 6

In the event the Town appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee disputes the determination of the Town appointed physician. Then the Town and the employee mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the Town and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated. This clause is expressly subject to the Rules of the Joint Insurance fund.

Section 7

The Town at its option, and upon certification by the Town appointed physician, may extend the injury leave for no more than one (1) additional year, without pay. The Town appointed physician must certify that the employee is incapable of performing his/her duties for the additional time period.

ARTICLE 18 – PATERNITY/ MATERNITY LEAVE

Employees shall be eligible for a paternity / maternity leave with pay and benefits pursuant to State and federal Laws.

ARTICLE 19 – MILITARY LEAVE

Military Leave without pay shall be granted to any member of this contract entering extended active military service in the armed forces. In addition, leave of absence for active field training in a military reserve unit shall be granted during the period of such training, without pay.

ARTICLE 20 – LEAVES OF ABSENCE WITHOUT PAY

Section 1 – Personal

Upon written request of an employee, leaves of absence without pay, without loss of seniority and without accrual of payment of fringe benefits shall, at the Town's discretion, be granted to an employee who has established valid justification for such leave. The Town will endeavor to grant such leaves of absence in a consistent manner. Such a leave of absence shall not exceed six (6) months unless extended at the discretion of the Town. It is to be noted it is the policy of the Town of Hammonton to pay full benefits for health insurance up to three months for the first year. If the employee is granted a sick leave of absence for more than three months, or if the employee accumulates a sick leave of three months in one year, it will be the responsibility of the employee to assume full payment of health benefits on the employer's policy. At the end of approved leave, if employee resigns or is terminated for any reason, under the Federal Cobra Act, employee may continue the same or lesser coverage, at his/her full expenses up to eighteen (18) months, twenty-four (24) months or thirty-six (36) months per Cobra rules and regulations. Nothing in this contract shall limit the right of Mayor and Council to seek the recommendation of the Department Head regarding approval of such leaves.

Section 2 – Medical

Employees may be granted a leave of absence without pay and without loss of seniority for medical reasons by Mayor and Council. Such leave shall be for the duration of the illness or injury. The employer will provide health coverage as outlined above.

ARTICLE 21 – UNUSED SICK LEAVE

The Town agrees to treat all Town employees the same concerning their benefits upon retirement. All payment for sick days that have been accumulated by an employee, shall be paid for in accordance with the Town ordinance concerning accumulated sick time.

ARTICLE 22 – PENSION RIGHTS UPON RETIREMENT

Members shall retain all pension rights under New Jersey Law and ordinances of the Town.

ARTICLE 23 – OUTSIDE EMPLOYMENT

Employees shall be entitled to engage in any lawful activity and obtain any lawful work while off duty.

It is understood that the employees will consider their positions with the Town as their primary job. Any outside employment must not interfere with the employee's efficiency in his/her position with the Town and must not constitute any conflict of interest.

All employees shall notify the Department Head, in writing, prior to engaging in any outside employment. Said notification shall include the name, address, and telephone number of the outside employer, type of work to be performed, and dates employed.

#### ARTICLE 24 – JURY DUTY

An employee who loses time from his/her job because of jury duty as certified by the Clerk of the Court, shall suffer no loss of salary.

- a. The employee must notify his/her supervisor immediately upon receipt of a summons for jury service;
- b. This section does not apply where an employee voluntarily seeks jury service;
- c. No reimbursement of wages will be made for jury service during holidays or vacations;
- d. Proof of jury duty must be submitted to Department Head on a daily basis.

#### ARTICLE 25 – BULLETIN BOARD

The Town shall provide the Collective Bargaining Unit with a 3' x 3' bulletin board to be attached to a wall in a conspicuous place for all employees for the purpose of posting of notices relating to Collective Bargaining Unit meetings and official business only.

#### ARTICLE 26 – SANITARY CONDITIONS

The Town shall maintain sanitary conditions, in good repair for its employees, such as toilets and hot and cold running water. Said facilities shall be available to both male and female employees.

#### ARTICLE 27 – WORK PERFORMED BY COVERED EMPLOYEES (WATER ONLY)

All work performed in any classification covered under this agreement shall be performed solely by employees covered under this agreement; and no work under any classification covered by this agreement shall be performed by either the employer or the employer's representatives or any other person or employees. Nothing in the section shall apply to temporary employees working less than 120 days, court assigned individuals working without pay, or employees employed under any Federal or State Act.

There will be a limit of \$7,500.00, for overtime for the Water Department per contract year. Then compensatory time will be given. Compensatory time must be used in the year it is accumulated or same will be lost at the end of that year.

#### ARTICLE 28 – SEVERABILITY OF AGREEMENT

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

ARTICLE 29 – SUPERSEDING CLAUSE

This agreement supersedes any and all other agreements dealing with working conditions and terms and conditions of employment which are inconsistent with the terms of this agreement.

ARTICLE 30 – FULLY BARGAINED PROVISIONS

Section 1

This agreement incorporates the entire understanding of the parties in all matters which were or could have been the subject of negotiations. During the term of this agreement, neither party shall negotiate with respect to any matter unless otherwise stated herein.

Section 2

This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties thereto.

ARTICLE 31 – PAY FOR TIME IN COURT

Each employee required to appear in court relating to matters arising out of the performance of his/her duties shall be compensated by means of compensatory time at equal amount i.e. days for day in court, when such appearance is scheduled during the employee's regular shift. In all other instances employees shall receive a minimum of two (2) hours compensatory time regardless of time spent in court. This payment will be made if this court appearance is not one dealing with grievance of the employee himself/herself, or a matter brought against the Town by the employee.

ARTICLE 32 – CLOTHING AND UNIFORMS – WATER DEPARTMENT

Section 1

The Town, at its expense, shall furnish all employees covered under this agreement uniforms. Uniforms shall be supplied, maintained and cleaned via an outside vendor who shall provide eleven (11) sets of uniforms-seasonally, such that the employee has a clean change daily.

Section 2

The Town shall supply all employees with foul weather suits and boots and gloves, replaced on a fair wear and tear basis. One pair hard toe safety work boots will be supplied once a year. Work shoes will be chosen by Department Head and approved by Mayor and Council with a limit of a \$100.00 reimbursement for each year of this contract.

ARTICLE 33 – VACATIONS

Section 1-A Existing Employees Vacation Schedule

For all members of this contract, vacations shall be based upon the completion of years of service if completed within the calendar year. All vacations are to be taken during the calendar year earned, when possible.



The following is the allotted number of vacation days which will be credited to employee on January 1<sup>st</sup> of each year. In the event, however, that the employee is not receiving a pay check from the Town of Hammonton, the vacation time will be prorated and earned on a monthly basis. For employees hired prior to January 1, 1999.

1 – 5 years	12 days
5 – 15 years	17 days
15 – 25 years	20 days
25 years and above	25 days

All employees shall be entitled to take their vacation entitlements in increments of days, weeks, hours. Vacations shall be granted according to seniority with the approval of the department head.

#### Section 1-B New Hire Employees Vacation Schedule Effective 1/1/99

For all New Hires under this contract, vacations shall be based upon the completion of years of service if completed within the calendar year earned, when possible. "New Hires" shall mean employees hired on or after January 1, 1999.

The following is the allotted number of vacation days which will be credited to employee on January 1<sup>st</sup> of each year. In the event, however, that the employee is not receiving a pay check from the Town of Hammonton, the vacation time will be prorated and earned on a monthly basis:

1 – 10 years	12 days
10 – 20 years	15 days
20 years and above	20 days

All employees shall be entitled to take their vacation entitlements in increments of days, weeks, hours. Vacations shall be granted according to seniority with the approval of the department head.

#### Section 2

An increase in vacation leave shall be granted at the beginning of the calendar year in which the years of service requirements will be met. In the event, however, that the employee is not receiving a Town of Hammonton paycheck, the vacation time will be prorated and earned on a monthly basis.

#### Section 3

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

#### Section 4

Continuous service, for purposes of this section shall mean employment without actual interruption due to resignation, retirement or removal.

Section 5

Vacation leave not used in a calendar year because of business necessity shall be used during the next succeeding year only and shall be scheduled to avoid loss of leave. All vacation leave not used by the end of the following year shall be lost for all purposes.

Section 6

An employee who has been appointed from a special re-employment list shall be credited with any continuous service prior to the layoff in addition to continuous service subsequent to re-employment.

Section 7

An employee who resigns shall be paid for unused earned vacation leave subject to the limitations of section 5 above.

Section 8

Upon death of an employee, unused, pro-rated vacation leave shall be paid to the employee's estate.

Section 9

Employee shall be entitled to take their vacation entitlements in increments of weeks, days, hours with approval of Department Head.

Section 10

Vacations shall be granted according to seniority with the Department Head approval. Once approved and schedule by the Department Head, seniority shall not prevail.

ARTICLE 34 – COMPENSATION TO SURVIVORS

Section 1

In the event of any employee's death, his/her estate or legal representatives shall be paid for all accumulated and prorated unpaid holidays, vacation leave, personal time and compensatory time subject to the Articles of this contract and at the rate of pay earned by such deceased employee at the time of his/her death.

Section 2

Employees shall receive pay for all pro-rated accumulated, unused holidays, subject to the Articles of this contract, vacation leave, and compensatory time in the event of retirement or termination from the Town's employment. Any employee who is discharged pursuant to the appropriate article shall not be entitled to benefits under this provision.

ARTICLE 35 – TRAVEL EXPENSES

In connection with their official duties, employees shall be reimbursed at the I.R.S. prevailing rate for the current year for all approved travel expenses while using a personal vehicle and shall be reimbursed for travel from the Town's Municipal Building to their destination in connection with their official duties, and

approved by Mayor and Council. Before approval can be given an insurance policy covering the employees car must be filed and approved per Resolution #R17-1997.

## ARTICLE 36 – REVIEW OF RECORDS

### Section 1

Employees covered by this agreement shall be entitled to inspect their personnel records upon request and by appointment with the Custodian of these records. The request must be made in writing, at least 24 hours prior to the appointment time desired. The President may be present if requested by the employee.

### Section 2

A personnel file shall be established and maintained for each employee covered by this contract in the office of the Town Clerk/Administrator. Such files are confidential records and shall be maintained by the Town Clerk/Administrator and may be issued for evaluation purposes by the Department Head, Mayor and/or Governing Body only.

## ARTICLE 37 – RULES, REGULATIONS AND SAFETY CODES

### Section 1

The Town may establish such reasonable Rules, Regulations and Safety Codes as it deems necessary to the ongoing operation of the Town functions.

The Collective Bargaining Unit and the Town agree that the employees covered by this agreement shall receive fifteen (15) days advance notice of the contents and effective date, of the Town's Rules, Regulations and Safety Codes and amendments and revisions thereto and that said employees and their supervisors shall abide by the provisions thereof.

### Section 2

Safety Committee. A safety committee shall be comprised of one representative of the Employer from each division and one representative of the Employee from each division. If any employee feels there is a safety problem, they shall place the complaint in writing to the Employee representative who will meet with the Employer representative to discuss and remedy the problem.

### Section 3

Report of Defective Equipment. An employee shall promptly report all defects in equipment. The report shall be in writing, on a form supplied by the Employer, and a copy shall be retained by the employee. The Town shall supply protective clothing and protective equipment necessary to perform any job task.

## ARTICLE 38 – TRAINING TIME

### Section 1

Employees will participate in training at the official designated place, or such other places as may be required, and the employee shall be compensated for travel expenses in accordance with the provisions of Article 28.

Section 2

The Town will use the employees on duty time to fulfill the requirement for training purposes.

Section 3

Training time is not to be interpreted as including that time spent by the superior officers with an employee reviewing reports, evaluating an employees performance, or other matters relating to an individual employee, but is intended to encompass instruction and training required by the Department as a whole or section thereof.

ARTICLE 39 – HOLIDAYS

Holidays 1-A

The present schedule for holidays shall continue for the term of this contract:

- |                           |                            |
|---------------------------|----------------------------|
| 1. New Year's Day         | 9. Columbus Day            |
| 2. Dr. Martin Luther King | 10. General Election Day   |
| 3. President's Day        | 11. Veteran's Day          |
| 4. Good Friday            | 12. Thanksgiving Day       |
| 5. Easter Monday          | 13. Day After Thanksgiving |
| 6. Memorial Day           | 14. Christmas Day          |
| 7. Independence Day       | 15. Birthday               |
| 8. Labor Day              |                            |

Recognizing that employees are sometimes required to work holidays because of their schedule, they shall receive the schedule overtime pay as per contract or compensatory time, one (1) hour for one (1) hour, whenever they are required to work on a holiday other than their normal shift.

Holidays 1-B effective new hires as of 1/1/99

New hires will receive 14 of the recognized holidays listed above, however, will not receive their "Birthday" as a holiday.

In addition to the above, all employees covered under this contract shall receive equal time off whenever other Town employees are granted time off in observance of any Federal, State, or Local Holidays, or by proclamation of Mayor and Council, excepting particular emergency situations which may arise.

All days off are subject to the Department Head's approval. If a holiday can't be granted on said holiday, it shall be granted as soon thereafter as possible.

ARTICLE 40 – COMPENSATION-WATER

Section 1-A Compensation to Existing Employees

<u>Year</u>	<u>2010 –0- Inc.</u>	<u>2011 –0- Inc.</u>	<u>2012 – 2.5% Inc.</u>	<u>2013 – 2.5% Inc.</u>
Princ. Oper/Rep	-0-	-0-	\$1,539.00	\$1,578.00
Sr. Oper/Rep	-0-	-0-	1,489.00	1,527.00
Oper/Rep	-0-	-0-	1,439.00	1,475.00

<u>Year</u>	<u>2010 Base Sal</u>	<u>2011 Base Sal</u>	<u>2012 Base Salary</u>	<u>2013 Base Salary</u>
Princ. Oper/Rep	\$61,578	\$61,578	\$63,117	\$64,695
Sr. Oper/Rep	\$59,578	\$59,578	\$61,067	\$62,594
Oper/Rep	\$57,578	\$57,578	\$59,017	\$60,492

\*Upon being promoted, existing employees base salary will be increased to the base salary of the title that the employee is promoted too.

Section 1-B effective 1/1/99 and 1-C effective 1/1/10 Compensation for New Hires

Laborer - Starting Salary Effective Contract Term 2010 - 2013 \$26,250.00

New Hire Pay Increases

New hires (other than those hired in that calendar year) shall also receive the following increases:

Effective 1/1/10	\$ -0-
Effective 1/1/11	\$ -0-
Effective 1/1/12	2.5%
Effective 1/1/13	2.5%

New Hire Employee-Promotions 1-B Effective 1/1/99 and 1-C Effective 1/1/10

When promoted to the following title from laborer position, the "new hire" employee will receive the following increment:

Public Works Repairer	2,000.
Water Repairer/Treatment Oper.	5,000.
Sr.WaterTreatmentPlantOper/Rep	7,000.

\*When promoted from one promotional title to another, the "new hire" employee will receive the difference of the increment. Example: Upon being promoted from Public Works Repairer to Water Repairer/Treatment Operation, the employee shall receive \$3,000.00 increase.

SALARIES ARE BASED ON 2080 HOURS PER YEAR WHICH INCLUDES WEEKEND AND HOLIDAY WORKDAYS

Town and Association agree not to raise the issue of weekend and holiday compensation unless the total number of employees within the Association changes from 3 employees.

Total overtime for Water Department is \$7,500.00 for Emergency Work only

ARTICLE 41 – LONGEVITY

Section 1

Any payments made to employees for longevity shall be in addition to any other compensation provided for herein. In computing longevity pay, the effective date shall be the anniversary date which shall be interpreted as January 1<sup>st</sup> of each calendar year.

Section 2-A Longevity Existing Employees

Longevity shall be paid at a rate of \$100.00 per year for each year of service with the Town of Hammonton. Any payments made to employees for longevity shall be in addition to any other compensation provided for herein. In computing longevity pay, the effective date of longevity increase shall be the anniversary date which shall be interpreted as January 1<sup>st</sup> of each calendar year. In addition, as of 1/1/10 all longevity shall be capped at \$1,500.00. However, any employee whose longevity entitlement was greater than \$1,500.00 as of December 31, 2009 shall have their longevity entitlement frozen at its December 31, 2009 amount. For example, if an employee was entitled to \$1,800.00 as of December 31, 2009 then the employee would be entitled to \$1,800.00 of longevity pay in each succeeding year.

Section 2-B Longevity for New Hires Effective 1/1/99

New Hires longevity pay effective 1/1/99, shall begin on the 5<sup>th</sup> year of employment in an amount of \$100.00 per year. Any payments made to employees for longevity shall be in addition to any other compensation provided for here. In computing longevity pay, the effective date of longevity increase shall be the anniversary date which shall be interpreted as January 1<sup>st</sup> of each calendar year. Effective 1/1/10 longevity pay will be capped at \$1,500.00. However, any employee whose longevity entitlement was greater than \$1,500.00 as of December 31, 2009 shall have their longevity entitlement frozen at its December 31, 2009 amount. For example, if an employee was entitled to \$1,800.00 as of December 31, 2009 then the employee would be entitled to \$1,800.00 of longevity pay in each succeeding year.

Section 3

In computing longevity pay, the effective date shall be the anniversary date which shall be interpreted as January 1<sup>st</sup> of each calendar year.

Section 4

Longevity shall be paid to all full time employees. After the first completed year, which shall be computed as any portion of the year ending 12/31, effective 1/1 the amount of \$100.00, One Hundred Dollars, will be added each and every year to the employees pay and paid in the regular 26 pay week, subject to the provisions of 2-A and 2-B above.

ARTICLE 42 – HOURS OF WORK AND OVERTIME – WATER

Section 1 – General

The Collective Bargaining Unit agrees that the Employer shall be entitled to a "Days work for a days pay." The regular work week shall consist of five (5) days of eight (8) hours each Monday through Friday. The work day shall begin 7:00 a.m. and end 3:30 p.m. This includes a half hour unpaid lunch period. This lunch period will be extended by the 15 minute break in the afternoon. Any employee who is called in to work, or who starts to work on any days, shall be paid a minimum of eight hours, except where the employee voluntarily leaves work for personal reasons, or becomes ill, then they will be paid for hours worked.

Section 2 – Pay Day

All employees covered under this contract will be paid bi-weekly. Paychecks will be issued the Thursday afternoon following the end of each payroll period, unless the payroll department cannot meet the Thursday afternoon deadline at which time the checks will be issued Friday morning of paycheck date. When the Regular paycheck date occurs on a holiday, the Town shall pay the employee on the regular work day immediately preceding the holiday.

Section 3 – Weekend Duty

The Bargaining unit Agrees the part of the normal workshift will be weekend duty. The hours at the plant will be as follows: 7:00 a.m. to 9:00 a.m., 12:00 noon to 1:00 p.m., and 2:30 p.m. to 3:30 p.m. On call (with beeper) 9:00 a.m. to 12:00 noon and 1:00 p.m. to 2:30 p.m.

Section 4 – Statement of Earnings

Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.

Section 5 – Overtime

All employees shall be paid time and one half (1/2) for all hours worked over forty (40) hours per week. This may be up to agreed limit of compensation or equal time off as approved by the respective Department Head.

Section 6 – Saturdays

Any employee who works on a Saturday, other than scheduled shift, shall receive time and one half (1 ½) for all hours worked over the forty (40) hour total, with a guarantee of four (4) hours.

Section 7 – Sundays

Any employee who works on Sunday, other than schedule shift, shall receive two (2) times the hourly rate of pay for all hours worked over the forty (40) hour total, with a guarantee of four (4) hours.

Section 8 – Holidays

Any employee who works any of the holidays, other than scheduled shift, stipulated in this Agreement shall receive one and one half (1 ½) times his/her regular rate of pay over the forty (40) hour total, with a guarantee of four (4) hours plus the holiday pay. If this holiday is the normal work day scheduled then one holiday is due and no overtime will be compensated.

Section 9 – Overtime

Work shall be distributed as equitably as possible among all employees who have been given a reasonable notice (2 hours) that overtime will be worked, except in cases of emergency).

Section 10 – Compensation Time

All employees shall receive pay for all hours worked at appropriate rates set forth. Employees shall be paid the "comp time" in full at the next scheduled pay day, if all information regarding overtime is given to the office of the Town Clerk/Administrator the Friday preceding the pay day. It will then be taken to the Mayor and Council to be approved at the next regular Council Meeting. The only time overtime will be held until Mayor and Council approves same first is if the amount exceeds the bargained amount set forth by this agreement. There shall be no compensation time, except where the overtime of the bargaining unit exceeds a gross total of that bargained for in any calendar year as agreed upon in this contract for the calendar year. The Employer may then pay the appropriate overtime or issue compensation time of equivalent hours to hours for pay for overtime at his/her option. (i.e. one (1) hour work at time and one half (1 ½) equals one and one half hours comp time.

#### Section 11

In the event that an employee is required to remain at work following the end of his/her regular shift as a result of a declared emergency, he/she shall be entitled to a paid fifteen (15) minute rest period prior to starting such emergency service.

#### Section 12

Any employee called in and reporting for work in a declared emergency within one (1) hour prior to the time to report shall receive one (1) hour pay in addition to any other earnings for that day.

#### ARTICLE 43 – FINISH DAYS WORK-WATER DEPARTMENT

When an employee has completed a days work and has left the Town premises he/she shall be "Off Duty". In the event that an employee is recalled to work he/she shall be compensated at one and one half (1 ½) times his/her applicable hourly rate of pay with a guarantee of two (2) hours. Employees shall not be required to work in excess of twelve (12) hours in any twenty four (24) hour period except in an emergency and then they shall receive four (4) hours rest after each twelve (12) hours of work.

#### ARTICLE 44 – CONDITIONS OF WORK SAFETY

It is understood by the parties that the performing of the various job functions covered by this Agreement may involve a certain degree of inherent danger and risk. It is the Town's intent to provide safe working conditions and equipment for the protection of its employees. However, in the event that a person covered under this Agreement feels there is an imminent danger in operating a piece of the Town's equipment or completing an assigned task, he/she will immediately report such danger to his/her immediate Department Head, who shall make the final determination as to the continued operation of the equipment and completion of the assigned task. When continued operation is ordered, the employee has the right to file a grievance and to advise the Safety Coordinator of the Town of Hammonton that such danger exists. A person shall not be subject to discipline for taking such action unless they refuse to continue operation of equipment or completion of the assigned task after having been told to do so by the appropriate personnel. It is not the intent of members of the Collective Bargaining Unit to use this clause for purposes of strikes, slow downs, work stoppages, or other such job action. The Collective Bargaining Unit President shall have the right to investigate grievances concerning unsafe equipment or dangerous tasks. Employees must account for and maintain all the Towns tools and equipment which is specifically assigned to them.



ARTICLE 45 – HEALTH BENEFITS INSURANCE

Section 1

Effective May 21, 2010, per State Law, Hammonton Water Department Association members shall contribute 1.5% of their salaries toward health benefits.

A. Health/Medical Insurance

The Town agrees to provide hospitalization insurance which includes traditional coverage, preferred provider organization and health maintenance organization through the NJSHBP, as exists or as modified by the NJSHBP (or any other equal to or better health benefit plan) including any changes in co-pays or deductibles that may be implemented by the NJSHBP, for all employees and eligible dependents covered by this Agreement.

B. Prescription Plan

The Town shall provide prescription coverage with coverage equal to that provided through the NJSHBP to said employee and qualified dependents at the Town's expense. Co-pays for prescriptions are set by the insurance company providing prescription coverage and bargaining unit members are responsible for co-payments set by prescription company.

C. Dental and Eye Plan

The Town shall provide dental and eye glass coverage at the Town's expense with coverage equal to that which is presently provided, or is equivalent, as may be available.

D. Health Insurance Opt-Out

Health Insurance Opt-Out will be subject to NJ State Laws effective May 21, 2010 and Local Laws which adhere to any state minimums and maximums and are adopted by the Governing Body.

E. Life Insurance

\$10,000.00 Life Insurance Policy for employee only.

F. Disability

New Jersey State Disability Plan for the employee only.

G. Retirement

Employees retiring from the Town employment with twenty-five (25) years pensionable service and twenty-five (25) full time years service with the Town shall receive all the benefits described in Section 1 above with the exception D, E and F. Prescription coverage shall also be provided however limited to the levels of coverage provided by the NJSHBP or its equivalent, which may differ from levels of coverage provided to active employees. These coverages shall only apply for the life of the retiree.

Section 2

If the Town employs a husband and wife, and only one employee has hospitalization then in the event of the covered employees death, divorce, legal separation or termination that spouse without coverage may choose his/her hospital plan, to become effective immediately.

### Section 3

The Town shall provide legal advice and counsel to each employee, whenever said employee is a defendant in any action or legal proceeding arising out of or incidental to the performance of his/her duties. The Town shall provide said employee with necessary means for the defense of such action or proceeding, but not for his/her defense in a disciplinary proceeding instituted against him/her by the municipality or in a criminal proceeding instituted as the result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the Town shall be dismissed or finally determined in favor of the employee, he/she shall be reimbursed for the expense of his/her defense.

If any employee is under arrest or is likely to be, that is, if he/she is a suspect or the target of a criminal investigation as the result of the performance of his/her duties, he/she shall be immediately warned of all of his/her Constitutional rights pursuant to the Constitution of the United States and the State of New Jersey, and he/she shall be immediately permitted to consult with counsel of his/her own choosing prior to any questioning taking place. Reimbursement of reasonable counsel costs, if any, will be in accordance with the New Jersey Statutes and applicable case law.

## ARTICLE 46 – INJURY LEAVE

### Section 1-A and 1-B (This Section pertains to employees hired prior to 1/1/10 only)

In the event an employee becomes disabled by reason of a service connected injury or illness and is unable to perform his/her duties, then, in addition to any sick leave benefits otherwise provided for herein, he/she shall be entitled to full pay up to one (1) year, until able to return to work or certified as totally or partially permanent disabled upon compliance with an in accordance with the rest of this Article. In the event an employee is granted said injury leave, the Town's sole obligation shall be to pay the employee the difference between his/her regular pay and any compensation, disability or other payments received from other sources provided by the Town subject to the one (1) year maximum set forth above.

### Section 1-C New Hires Effective 1/1/10

In the event an employee becomes disabled by reason of a service connected injury or illness and is unable to perform his/her duties, then, in addition to any sick leave benefits otherwise provided for herein, he/she shall be entitled to worker's compensation benefits only up to one (1) year, until able to return to work or certified as totally or partially permanent disabled upon compliance with and in accordance with the rest of this Article. Employee will not receive a check from the Town of Hammonton while receiving worker's compensation pay.

### Section 2

Any employee who is injured, whether slight or severe, while working, MUST if physically able, make an immediate report before the end of his/her shift to his/her immediate supervisor and in the office of the Town Clerk/Administrator.

Section 3

It is understood that the employee must file an injury report, when physically able, with his/her immediate supervisor and the office of the Town Clerk so the Town may file the appropriate Worker's Compensation claim. Failure to so report said injury may result in the failure of an employee to receive compensation under this Article.

Section 4

The employee shall be required to present evidence by a certificate given to him from the Town's doctor or the doctor of the Town's insurance carrier that he/she is unable to work, and the Town may reasonably require the employee to present such certificate from time to time.

Section 5

If the insurance carrier's physician certifies that the employee cannot return to work, the employee shall remain on injury leave. If the insurance carrier's physician certifies the employee is unable to return to work, and if the Town does not accept the certificate of the physician designated by the insurance carrier, the Town 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 Town.

Section 6

In the event the Town appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee disputes the determination of the Town appointed physician. Then the Town and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the Town and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated. This clause is expressly subject to the Rules of the Joint Insurance Fund.

Section 7

The Town at its option, and upon certification by the Town appointed physician, may extend the injury leave for no more than one (1) additional year, without pay. The Town appointed physician must certify that the employee is incapable of performing his/her duties for the additional time period.

Section 8

If the Town can prove that an employee has abused his/her privileges under this Article, the employee will be subject to disciplinary action by the Town. If the employee is found to be in violation of this article, he/she shall be subject to disciplinary action by the Town to the extent which is provided within this Agreement and any ordinance in effect governing the Town of Hammonton.

ARTICLE 47 – RESERVED

ARTICLE 48 – RESERVED

ARTICLE 49 – LIE DETECTOR TEST

The Town shall not, as a condition of employment or continued employment, require that an employee take a polygraph or any other form of lie detector test.

ARTICLE 50 – EDUCATIONAL ASSISTANCE

The Town shall pay up front for the cost of tuition, books and supplies for causes of continuing education provided the following: work status improvement, lead to a degree of certificate used in the work place, a general course of study providing educational credits in work-related courses of studies. Upon completion of the course with a passing grade of no less than a C and upon submission of other approved receipts of other approved costs, reimbursement will be made. All courses shall be first approved by the Mayor and Council. If for any reasons this paid course is dropped by the employee or the employee fails to pass the course, full restitution by the employee to the Town of Hammonton must be made.

Section 1

The Employer is committed to the continuing education and professional development of its employees. The Collective Bargaining Unit recognizes, accepts and agrees with the concept of continuing education and professional development of employees where it directly relates to the employees job.

Section 2

An employee who obtains prior approval from the Employer to take courses which are related to employment requirements, and who completes the course with a passing grade of no less than a C, shall not have any out of pocket expenses in this regard and all expenses approved by the Governing Body shall be paid by the Town of Hammonton. No employee shall be eligible for reimbursement unless the employee has first obtained the permission of the Mayor and Council to attend said class.

Section 3

The Employer shall pay for all course, books and registrations fees for all courses taken by the employees which are approved in advance by the Employer. These courses shall be taken, whenever possible, so as not to conflict with regular working schedules.

Section 4

An employee shall not have days deducted for any time spent in taking prior approved courses for the course of their work. The Employer shall pay for licenses, if those licenses are required for employees employment. If the examination or course is only offered during the regular work day, and if the employee passes the examination, no days out will be charged to the employee. An employee may take a vacation day or personnel day for an examination which is taken, but not passed. If the employee prefers to take an examination during the workday which is offered at night or fails an examination taken during the workday, the employee shall not be compensated for that time.

Section 5-A Existing Employees

Existing employees (those hired prior to January 1, 1999) completing a course for a degree, which enhances the employees capacity to perform services for the Town of Hammonton shall be compensated yearly in the month of November, as follows:

Bachelor Degree	\$1000.00
Associate Degree	500.00
Full Certification in a designated course of Study. This does not include minor certification required prior to full Certification.	300.00

Section 5-B New Hires Employees Effective 1/1/99

Any New Hire employees completing a course for a degree, which the degree enhances the employees capacity to perform services for the Town of Hammonton shall be compensated for the year the degree or certificate is received, (\$1,000.00 for a Bachelor Degree, and \$500.00 for an

Associate Degree, \$300.00 for a Certificate). For employees that require annual courses to maintain certificates or licenses for the Town, these employees will receive the \$300.00 as long as they attend the annual courses.

ARTICLE 51 – TERM AND RENEWAL OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, 2010 and shall be in effect up to and including December 31, 2013. This Agreement shall continue in full force and effect from year to year thereafter, unless either party gives notice in writing, no sooner than ninety (90) nor later than sixty (60) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate this Agreement.

\*The Hammonton Water Department Association will not be required to mandatorily or voluntarily furlough during this contract term.

Contract Acceptance Date by Bargaining Unit: \_\_\_\_\_

\_\_\_\_\_  
Collective Bargaining Unit

\_\_\_\_\_  
Witness to Representative

Contract approved by Mayor and Council at Regular Meeting held: \_\_\_\_\_

\_\_\_\_\_  
Mayor of Hammonton

\_\_\_\_\_  
Town Clerk/Administrator



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