

Agreement

Between

TOWNSHIP OF MEDFORD, NEW JERSEY

and

INTERNATIONAL UNION, UNITED

AUTOMOBILE, AEROSPACE AGRICULTURAL

IMPLEMENT WORKERS OF AMERICA

and its

UAW LOCAL 1612

For the Period

January 1, 2009 through December 31, 2012

**ARTICLE I
AGREEMENT**

THIS AGREEMENT, entered into this _____ day of _____, 2009, by and between the Township of Medford in the County of Burlington, New Jersey, hereinafter called the "Township" and The United Automobile, Aerospace and Agricultural Implement Workers of America, and Local Union 1612 UAW Amalgamated, called "UNION" represents the complete and entire Agreement between the parties and supersedes all previous oral or written agreements and understandings between the Township and the individual representatives of the parties or between representatives of the Township and the individual employees.

Whereas it is the intent and purpose of the parties to promote harmonious relationships, and to promote an orderly manner in resolving disputes, better working conditions, fair wages and benefits, job security and safety on the job.

Now, therefore, in consideration of mutual covenants and agreements hereinafter set forth, the parties do hereby agree as follows:

**ARTICLE II
RECOGNITION**

In accordance with the "Certification of Representation" of the Public Employment Relations Commission dated 8/23/04 (Docket No RO-2004-106), the Township recognizes the Union as the exclusive collective negotiating agent concerning wages, hours and conditions of employment covered in the aforementioned certification and more specifically, for all Public Works employees including maintenance workers/driver operators, helpers, mechanics, mechanics helpers and heavy equipment operators, employed by Medford Township, excluding office, clerical, professional, police and supervisors within the meaning of the Public Employees Relations Act.

**ARTICLE III
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. To the executive management and administrative control of Township Government and its properties and facilities and the activities of its employees.
 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or

assignment, and to promote and transfer employees in accordance with the provisions of this Agreement.

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
4. To establish reasonable rules and policies to govern and regulate Public Works employees.
5. To lay-off for lack of work or for other legitimate reasons.
6. To introduce new or improved methods and procedures for administering service to Medford Township.

These rights shall not be used to discriminate against any employee because of race, color, religion, creed, national origin, age, sex, disability, physical or mental handicap, disabled veteran, or veterans of the Viet Nam era, or Union activity; and these rights shall be exercised in accordance with other provisions of the Agreement.

ARTICLE IV **DUES CHECKOFF**

A. Upon receipt of written authorization from all present employees covered by this Agreement and any new covered employees hired after the effective date of this Agreement, the Township shall deduct regular Union dues, initiation fees and assessments. For employees who have not signed and submitted to the Township a written authorization allowing the deduction of regular pay to the Union, a representation fee in lieu of dues in an amount not to exceed 85% of such regular membership dues, fees and assessments shall be deducted to the extent allowed under New Jersey Law. The Township shall forward the proper sum to the Union.

B. Deductions shall be made out of the employee's first pay of the month and shall be forwarded to the Union no later than the tenth (10th) day of the following month. The normal monthly dues applicable to employees covered under this Agreement as of its effective date is as set forth in the UAW Constitution. Union dues deduction shall be made from all Public Works employees who worked 40 hours or more in a month.

C. The Union agrees to indemnify and save the Township harmless from any suit or liability arising because of action taken or not taken by the Township pursuant to this Article.

D. V-CAP Contributions

(a) During the life of this Agreement, the Township agrees to deduct from the pay of each employee voluntary contributions to UAW V-CAP, provided that each such employee executes or has executed the following "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" form, provided further however, that the Township will continue to deduct contributions to UAW V-CAP from the pay of each employee for whom it has on file an unrevoked "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" form.

(b) Deduction shall be made only in accordance with the provisions of and in the amounts designated in said "Authorization for Assignment and Check-off of

Contributions to UAW V-CAP" form, together with the provisions of this Section of this Agreement.

- (c) A properly executed copy of the "Authorization for Assignment and Check-off of contributions to UAW V-CAP" form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted hereunder, shall be delivered to the Township before any such deductions are made, except as to employees whose authorizations have heretofore been delivered. Deductions shall be made thereafter, only under the applicable "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" forms, which have been properly executed and are in effect.
- (d) Deductions shall be made, pursuant to the forms received by the Township, from the employees the first pay period of the month following receipt of check-off authorization card and shall continue until check-off authorization is revoked in writing.
- (e) The Township agrees to remit said deductions promptly to UAW V-CAP care of the International Union, United Automobile Aerospace and Agricultural Implements Workers of America (UAW), Local 1612. The Township further Agrees to furnish UAW V-CAP with names of those employees for whom deductions have been made, and the amounts deducted for each employee. This information shall be furnished along with each remittance.
- (f) The Union agrees that it will indemnify and hold the Township harmless from any and all liability, claim, responsibility, damage or suit which may arise out of any action taken by the Township in accordance with the terms of this article or in reliance upon the authorization mentioned herein.

ARTICLE V **DISCRIMINATION**

A. The Township agrees not to discriminate, coerce, or interfere in any way with any employee because of membership or non-membership in the Union, or because of service or activity as an elected or appointed Union representative.

B. The Township agrees that no employee shall be discharged because of his/her current or prior activity as a member of the Union.

C. No employee will be discriminated against in any manner, including but not limited to: promotions, job bidding, bumping and layoffs due to race, creed, color, national origin, sex, sexual orientation, age, religion, handicap or veteran status to the extent provided and applicable under Federal and State laws. The parties agree that they shall not discriminate against an employee or applicant for employment because of a mental or physical disability.

ARTICLE VI
UNION REPRESENTATIVES

A. Accredited representatives of the Union may enter the Township facilities or premises where Union employees are located at reasonable hours for the purpose of assisting in the adjustments of grievances. When the Union decides to have its representative enter such Township facilities or premises, it will notify the Township Manager or a designated representative at least 24 hours in advance except in cases where immediate need to enter the Township is necessary, then notice will be made before entry to the facility to the Township Manager. There will be no interference with the normal operation of the business of the Township government and no interference with the working conditions of or normal duties of the employees.

B. One (1) Shop Chairperson and three (3) Shop Stewards from the Public Works Bargaining Unit will be elected by members of the Union to represent the Union in grievances and other business with the Township. In addition, one alternate Steward/Officer may be appointed by the Union to assist the Shop Stewards or represent any member of the Union when his/her Shop Steward is unavailable. A maximum of two (2) Stewards/Officers of the Public Works Bargaining Unit shall be permitted to represent the Union at any one time for the purpose of assisting with adjustments of grievances.

C. Shop Stewards and/or members of the negotiating committee shall be provided a reasonable amount of time during the work day and shall suffer no loss of regular pay for scheduled meetings, conferences, or negotiations during working hours. Shop Stewards shall suffer no loss of regular pay when required to take time off to perform their duties as stewards to include grievance and arbitration handling and investigation. Each Steward shall obtain permission from his supervisor prior to leaving the job.

D. Any time an employee is to be disciplined in accordance with the terms of this agreement, the Township shall advise the affected employee of his right to Union representation.

E. In the absence of the Shop Chairperson or Shop Stewards, due to illness or vacation or any other reason for absence, a replacement may be appointed by the Union. The replacement will be released and paid in accordance with the provisions outlined above. The Union shall notify the Township Manager immediately upon replacing, electing or appointing a Shop Chairperson, Shop Steward, or Negotiations Committee.

F. The Union shall advise the Township Manager in writing of the names and titles of all Union representatives within seven (7) days following each change.

ARTICLE VII
GRIEVANCE-ARBITRATION PROCEDURES

A. Grievances are defined as any dispute arising between the parties hereto relating to or involving questions of interpretation, application or performance of any Article of this Agreement.

B. Should a grievance arise as defined herein all parties to this Agreement shall make an earnest effort to resolve the matter promptly. All grievances shall be handled and disposed of solely in accordance with the procedures set forth below.

C. It is expressly understood that one official of the Local Union, the Local Union Committee, or the International Union may participate and/or observe any step of the grievance and/or arbitration procedures.

D. Grievance/Arbitration Procedures:

Step I: Grievances involving employees shall be discussed by the employee involved, the Shop Chairperson and/or the Shop Steward with the employee's immediate supervisor within five (5) working days of the occurrence complained of. If no agreement is reached within five (5) working days after this discussion the grievance shall be reduced to writing.

Step II: In the event that such grievance is not satisfactorily settled in Step I, a meeting shall be held within ten (10) working days after the failure to reach a satisfactory agreement at Step I between the employee, the Shop Chairperson and/or Shop Steward, Union Official and the Township Manager and/or his designee for the purpose of further consideration of the grievance. The Township Manager shall render a decision within ten (10) working days of such meeting.

Step III: In the event that the Township Manager's decision at Step II is not acceptable or the Township Manager does not render a decision within ten (10) working days, such matter(s) may be submitted within thirty (30) working days after a written decision from Step II or 30 working days from the date such decision was due, for final determination by an Arbitrator, mutually agreed upon by both parties, or, failing such agreement, the Union may submit the matter to arbitration under the voluntary Rules of Labor Arbitration of the American Arbitration Association.

The parties may mutually agree to utilize PERC in lieu of AAA as an alternate or option, however, both parties must mutually agree to utilize PERC, otherwise, it reverts back to AAA.

E. The Arbitrator's decision shall be final and binding upon both parties.

F. The Arbitrator shall not have the authority to add to, subtract from, or modify the expressed provisions of this Agreement and shall confine his decision to a determination based upon the facts presented.

G. Time limits set forth herein may be extended by mutual agreement between both parties provided such extension is agreed to in writing. However, failure by the aggrieved party to process the grievance to the next step within the time limits specified (unless mutual extended) shall constitute abandonment of the grievance.

H. Expenses of the arbitration hearing shall be borne equally by the Township and the Union.

I. A Grievance Committee of the Union shall consist of a staff representative (International UAW), a Local Union Officer, the Shop Chairperson, Shop Steward and the employee involved.

ARTICLE VIII HOURS & OVERTIME

A. The normal working week shall consist of forty (40) hours per week inclusive of lunch, eight (8) hours per day from 6:30 AM until 3:00 PM, five days a week, Monday through Friday. However, the normal workweek may be revised, with the agreement of the Union and the employees involved on a volunteer basis.

B. Employees will be paid overtime at the rate of time and one half, their hourly rate for all hours worked in excess of eight (8) hours in a day or in excess of forty (40) hours in a work week. For all hours worked on a designated holiday, employees will be paid at the rate of one and a half their hourly rate in addition to holiday pay.

C. Overtime shall be distributed as equitably as possible and all employees shall be subject to work a reasonable amount of overtime when requested by the Township. Individual employees shall have the option to decline overtime opportunities, except in emergencies. The Township shall offer overtime by seniority within the job classification first. If no one in the job classification accepts overtime the Township shall offer overtime to other members of public works by seniority. If no public works employee agree to perform overtime work or work cannot be performed without additional assistance, the Township shall utilize any other employees or outsource the work as it deems appropriate.

1. The Overtime List will be kept by the supervisor, Shop Steward and a copy of the Overtime list will be forwarded to the Township Manager and the Union.

2. All compensable time off (such as vacation time, holidays, sick time, personal days, and all paid time off, etc.) shall be considered time worked for the purpose of computing overtime pay.

3. The Township will provide, every six (6) months, an overtime list to the Union for each employee. The overtime list will include the number of hours worked and the amount of overtime pay received by employee, classification and department during the six (6) month period.

4. Compensatory Time:

Employees are entitled to accumulate compensatory time in lieu of overtime in the following manner.

a. *Employees with between one-hundred and twenty (120) and two hundred and forty (240) hours of compensatory time on December 31, 2008.*

Employees, who, as of December 31, 2008, have between one-hundred and twenty (120) and two hundred and forty (240) hours of compensatory time shall maintain the amount of compensatory they have currently on the books, unless they utilize hours reducing said amount. Employees with between one-hundred and twenty (120) and two hundred and forty (240) hours of compensatory time will not be permitted to accumulate compensatory time over the amount they have the books as of December 31, 2008. Additionally, every time an employee who has between one-hundred and twenty (120) and two hundred and forty (240) hours of compensatory time, utilized compensatory time, the employee's accumulated compensatory time shall be capped at the lower number after use. For example, if an employee has 199 hours of compensatory time on December 31, 2008, and that employee utilizes eight hours of compensatory time in June 2009 and sixteen hours of compensatory time in October 2011, the employees new cap will be 191 hours starting June 2009, and 175 hours starting October 2011. If any employee does not utilize any of his/her accumulated time during the term of this contract, the employee will continue to be carry the amount of compensatory time accrued as of December 31, 2008. If an employee falls under 120 hours of compensatory time, the employee shall be permitted to accumulate compensatory time to a maximum of 120 hours.

2. *New Employees and Current Employees with less than one hundred twenty (120) hours after December 31, 2008.*

For employees who have less than one-hundred and twenty (120) hours of compensatory time as of December 31, 2008 and for any new hires, those employees shall be permitted to accumulate compensatory time to the maximum amount of one-hundred and twenty (120) hours.

3. *Payout Amounts*

Any compensatory time on the books as of December 31, 2008 shall be paid at the employee's 2008 rate. Any compensatory time accumulated after 2008 shall be paid that rate of the year in which it was earned.

D. Recall to Duty and Call-Ins: Employees called into work on their off days or recalled to duty shall receive a minimum guarantee of four (4) hours compensation in accordance with Section C above for all work performed under such circumstances provided said recall duty is

not continuous with the employee's normal shift. The Township shall have the right to assign other work should the emergency or other reason for the call-in be less than the four (4) hour call-in time.

E. Employees shall be entitled to a 15 minute break at a reasonable time in the morning hours. In addition, employees will have a 30 minute lunch break per shift.

F. An employee seniority list (made up of full-time permanent employees by classification and department) shall be used in the distribution of overtime and provided the employee asked to perform the work, can perform the work. The supervisor shall start at the top of the list asking each employee by classification and department if he desires to work the overtime until all available positions are filled. At this point, the next employee on the list will become the first employee asked when overtime is again available. When the entire list has been exhausted, the supervisor will again start at the top. A seniority list shall be updated every January and July and a copy thereof given to the Union. All full-time permanent employees on the seniority list shall be asked to work overtime before part-time and temporary employees are asked to work overtime. The Township shall provide, semi-annually, a written statement to the Union listing for each employee, the number of hours worked and the amount of overtime pay received during the period since the last statement.

G. The overtime provisions of this clause shall apply only to full-time permanent employees.

H. The Township agrees to use Township equipment operators, when available, to run heavy equipment (defined to include the backhoe/front end loader, tub grinder and road grader).

I. By mutual agreement between any employee, supervisor, and the Union, flexible hours of work may be permitted to accommodate occasional circumstances where it is to the benefit of the employee or Township or both for work to be performed at times other than the regular schedule of work. Any such short term agreement for flexible hours that results in more or less work hours than regular hours on any given day, work week, or pay period shall be made up during the same or next pay period so that the total number of hours worked shall be the same. For example, the Township may request an employee to work additional hours on one day, with the employee agreeing to take the exact number of hours in time of on another day in the same or next pay period. Similarly, an employee may request a department head to permit hours off on one day by agreement to work the exact number of hours in addition to the regular work schedule on another day in the same or next pay period. Use of such flexible hours shall not result in additional pay or loss of pay to any employee, nor shall any leave balances be increased or reduced.

ARTICLE IX **SENIORITY**

A. All employees shall attain seniority rights measured from the first (1st) day of employment, which seniority shall be measured by length of continuous employment with the

Township Public Works Bargaining Unit. Seniority shall govern in layoffs, recalls, and transfers under this agreement.

B. Should the seniority of any two (2) or more employees be equal, the respective seniority rights of such employees shall be determined by the last four (4) numbers of the employee's social security number, with the employee having the higher number being deemed the senior employee.

C. An employee's seniority under this Article shall be terminated for the following reasons:

- 1) If the employee is discharged for just cause.
- 2) If the employee quits his position for any reason.
- 3) If the employee, after being laid off, fails to report back to work without an excuse acceptable to the Township, within its sole discretion, within four (4) working days, Saturday, Sunday and holidays excluded, after the Township sends a notice by certified mail, return receipt requested, to the employee's last known address instructing him to do so.
- 4) If the employee is laid off for a period of eighteen (18) months.
- 5) Failure to report to work after the expiration of any approved leave of absence.
- 6) If an approved medical leave of absence, including any period of workers compensation disability exceeds eighteen (18) months.

D. Seniority lists shall be prepared by the Township within thirty (30) working days after the signing of this Agreement and updated semi-annually.

E. **Notice of Layoff:** In the event of a layoff the Township will notify the Union and the employee five (5) days in advance showing the number of employees and classifications affected. Employees shall accrue seniority during layoff for a period of eighteen (18) months.

During reductions of work or during a lay off period, probationary employees will be laid off first.

F. Layoffs shall take place in inverse order of seniority. For layoffs which would result in the bumping of a less senior employee within the Public Works Bargaining Unit, the employee bumping must have necessary skills and ability to perform the job he is bumping, or acquire such skill and ability during a thirty (30) day trial period. Recalls from layoffs shall be made in the inverse order of layoff by seniority. (i.e., first laid off, last recalled and last laid off, first recalled). Recall rights shall be for eighteen (18) months.

G. The Township agrees to post all job vacancies or new positions on the bulletin board for five (5) working days. If the Township after the posting decides to fill the vacant or new position, the Township will fill the position within twenty (20) working days.

H. Seniority shall govern employees from within the Public Works Bargaining Unit for such job openings as they may apply for provided they have the necessary skill and ability for

the open job position and demonstrate such skill and ability by successfully completing a fifteen (15) day trial period. However, should an employee fail to successfully complete a fifteen (15) day trial period, he shall be returned to his immediate previous position.

ARTICLE X
WAGES/MEAL ALLOWANCE

A. Wages for this contract shall cover the years 2009, 2010, 2011, and 2012. In each year of the contract (effective January 1 of each year) there shall be the following increases:

- a. Effective January 1, 2009, there shall be a four (4%) percent salary increase.
- b. Effective January 1, 2010, there shall be a four (4%) percent salary increase.
- c. Effective January 1, 2011, there shall be a four (4%) percent salary increase.
- d. Effective January 1, 2012, there shall be a three and one-half (3.5%) percent salary increase.

B. Starting salaries shall be as follows:

Title	2009	2010	2011	2012
Helper	\$13.50	\$14.00	\$14.50	\$14.50
Mechanic Helper	\$14.50	\$15.00	\$15.50	\$15.50
Driver/Operator	\$15.00	\$15.75	\$16.50	\$16.50
Mechanic	\$19.00	\$20.00	\$21.00	\$21.00
Heavy Operator	\$22.00	\$23.25	\$24.50	\$24.50

Employees employed by the Township who's salaries are less than the starting salaries listed in Paragraph B, shall receive the starting salary.

C. The salary schedule attached hereto as Schedule A states salaries during each year so long as the position continues to be held by the listed employees.

D. Any employee who works ten (10) consecutive hours, not including the lunch break, in one (1) day will receive a meal allowance of twelve dollars (\$12.00).

E. The Township will continue to provide needed tools and equipment to perform the mechanic's duties.

F. The parties agree to commence negotiations immediately after creation of a new job title covered by this Agreement for purposes of establishing a wage rate for that job title.

G. An employee who performs work in a higher paid classification than his own shall be paid at the higher rate of pay for work performed at a higher rate of pay if the employee works an entire eight (8) hour day after being ordered in writing to do so by a supervisor. An employee

who fails to receive an order in writing shall not be paid at the higher rate. For temporary transfers to lower paid classifications the employee shall maintain his/her then current rate of pay.

H. When an employee is promoted to a higher paying position, he shall be paid a salary equal to the then current minimum salary for that position and he/she shall receive the annual salary increases as stated in this contract. In the event the minimum salary of the higher paying position is less than his/her current salary, the current salary shall continue to be paid with annual increases as stated in this contract. If an employee is transferred to a lower paying position, he/she shall receive the then current highest salary being paid for that position.

I. The Township shall provide training and vehicles and shall pay for initial license fees, costs and renewal fees for CDL's.

J. The Township shall provide inoculation for Hepatitis A, B, & C.

K. Employees who report for work on a regularly scheduled work day shall receive a minimum of four (4) hours pay at the employee's regular hourly rate.

L. Layoff Pay – The Township agrees that in the event that any employee(s) is laid off, said employee(s) shall receive the following severance package:

Years of Employment	Severance
Less than one year of employment	0
One year through five years	15 days
Six years	17 days
Seven years	19 days
Eight years	21 days
Nine years	23 days
Ten years	25 days
Eleven years	27 days
Twelve years	29 days
Thirteen years	31 days
Fourteen years	33 days
Fifteen years	35 days
Sixteen years	37 days
Seventeen years	39 days
Eighteen years	41 days
Nineteen years	43 days
Twenty years	46 days
Twenty-once years	49 days
Twenty-two years	52 days
Twenty-three years	55 days
Twenty-four years	58 days
Twenty-five years or more	60 days

Employees who are laid off will receive Township Contribution towards COBRA for medical, prescription, dental and life insurance for the month they are laid off plus the following:

Years of service	Months
Less than one year	0 months
One year to five years	1 month
Six years to Fifteen years	3 months
Sixteen years or more	4 months.

The Township agree to pay earned and not taken vacation time and personal time the employee is entitled to under the contract for the year of the layoff. Sick leave accumulated for the year in which the layoff takes place shall be paid by the Township.

ARTICLE XI **NO STRIKE-NO LOCKOUT**

It is mutually agreed by both parties that there shall be no strike as that term is defined under the Public Employee Relations Act during the life of this Agreement. The Township agrees that there will be no lockout of employees during the term of this Agreement.

ARTICLE XII **LEAVES OF ABSENCE WITHOUT PAY**

Requests for leave of absence without pay shall be in writing and shall state specifically the reasons for the request, the date desired to begin the leave, and the date of return. The request shall normally be submitted by the employee to the affected Department Head and a copy to the Personnel Department. The Department Head shall recommend to the Township Manager whether the request should be granted, modified, or denied. The Township Manager's office shall then make a decision based upon the best interest of the Township, giving due consideration to the reasons given by the employee, and the requirements of any applicable state and Federal laws.

The Township Manager may grant a full-time employee a leave of absence without pay not to exceed twelve (12) weeks for non-medical purposes. Non-medical leave is unpaid leave time for career advancement, personal or family situations. Such leaves may be granted after vacation accrual has been exhausted. Sick leave accruals may not be used for non-medical leaves. Medical leave without pay may be granted for a period not to exceed six months. Medical leave may be used for disability/illnesses (including maternity-related disabilities) which extend beyond the period of accrued sick leave. (Vacation accruals may also be used before starting an unpaid medical leave after sick leave accruals are exhausted.)

All leave requests will be routed to the Public Works Department Head for approval. Approved requests shall be forwarded to the Township Manager and Personnel Department for review and concurrence. Under no circumstances may an employee use a leave of absence to work for another employer or to pursue self-employment. Leaves are designed to accommodate employees who have critical personal situations only.

Sick leave, holiday, vacation benefits or any other fringe benefits shall accrue while the employee is on leave of absence without pay for a period of thirty (30) days.

If an employee, who has taken a leave of absence does not return to work within 4 days after the leave is finished, he/she shall have resigned their employment.

Any employee on an approved leave of absence may continue his or her medical, dental, and life insurance coverage by paying the full cost to the Township in advance for each month or portion thereof of which he or she is absent, subject to limitation set by the insurance carrier.

Upon expiration of the leave of absence, the employee shall be reinstated in the position held at the time the leave was granted or another equivalent position.

Upon extenuating circumstances, the Township Manager may grant an extension of a leave period upon written request by the employee. Such extension may not exceed three months and will be based on departmental as well as employee considerations.

Employees who fail to return to work on the date specified in the leave request without receiving an extension in advance are subject to disciplinary action up to and including termination.

ARTICLE XIII **MISCELLANEOUS PAID LEAVES**

A. Bereavement Leave: Full-time employees who have a member of his/her immediate family taken by death shall receive up to five days off with pay as bereavement leave to arrange and/or attend funeral activities.

"Immediate family" shall be defined as spouse, parents, step-parents, sister, step-sister, brother, step-brother, child, step-child, or similar familial relationship.

Three days bereavement leave shall be granted for the death of in-laws, grandparents and grandchildren.

One day bereavement leave shall be granted for a relative not enumerated above or for other persons when the employee has a close relationship. Such leave is subject to the prior approval of the department head and/or Township Manager.

Additional bereavement leave may be granted by the Township Manager if the employee has good cause. Otherwise vacation time should be used by the employee if additional leave is needed.

B. Military Leave:

1. Authority: The authority for this policy is derived from the provisions of N.J.S.A. 38:23-1, et seq. and N.J.S.A. 38A:1-1 et seq. as amended by PL 2001, C. 351.

2. Application: This policy applies to full-time employees who are affiliated with the United States Armed Forces, National Guard, Coast Guard or Organized Militia.

3. Employer's Responsibilities:

a. The Township is obligated to release employees for service with the Armed Forces when the employee participates in:

- (1) Annual Training (Summer Camp)
- (2) Active Duty of Training (School)
- (3) Inactive Duty Training Assemblies (Weekend drills)
- (4) Extended leave of absence for voluntary active duty service (Enlistment)
- (5) Involuntary call-up

b. Leaves of Absence:

1. The Township is obligated to grant an employee, who is a member of the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve or United States Marine Corps Reserve, or other organized affiliated therewith, include the National Guard of another State Military Leave with pay for absences not exceeding thirty (30) work days per year.

2. The Township is obligated to grant an employee, who is a member of an organized militia, military leave with pay not exceeding ninety (90) work days during which the employee is engaged in State of Federal active duty. Militia is defined as "all military forces of the State of New Jersey, whether organized, or active or inactive." N.J.S.A. 38A:1-1.

3. Any leave of absence in excess of the statutory prescribed time period shall be without pay but without loss of time. The employee may, however, request use of vacation, compensatory time, or leave without pay to supplement absences exceeding those covered by the applicable statutory military leave allowance.

4. An employee with full-time temporary appointment for less than one year shall receive leave without pay but without loss of time.

c. Military leave of absence shall result in no loss of seniority status or benefits, which would have normally accrued if the employee had not been absent for such purposes.

d. The Township will make a reasonable effort to adjust work schedules and assignments to accommodate employees fulfilling military obligations.

e. An employee promoted or hired to fill a vacancy created by a person on military leave is appointed to the position subject to the return of the absent employee. A replacement employee is subject to layoff if no other position is available.

4. Employee's Responsibilities:

a. The employee is responsible to provide to his/her Department Head copies of all military orders which will result in a leave of absence for active military duty. Orders must specify the duties of absence, promulgation authority, letter order number and signature of issuing authority. Employees are required to notify their supervisors at the earliest possible date upon learning of scheduled military duty.

b. Employees who fail to return to work on the date specified in the leave request without receiving an extension in advance are subject to the possibility of termination.

c. Inactive duty training dates (weekend drills) should be provided to the Department Head as soon as available if the dates conflict with scheduled employment with the Township.

d. Extended leave of absence (exceeding the statutory allowance) will be pursuant to Article XII, LEAVES OF ABSENCE WITHOUT PAY.

5. Accounting Procedures:

a. All military leaves will be processed after written notice by the employee.

b. Military Leave will be accounted for in increments of 24 hour periods (from 0001 hours to 2400 hours)

c. It is the responsibility of the Department Head to annotate the use of military leave on the employee's monthly time card. Military leave will be registered on the time card by use of the letters ML.

d. The Township Personnel Officer is responsible for the creation and maintenance of an annual Military Leave Register for each affected employee to ensure accurate accountability of leave expended.

C. Jury Duty: Any full-time or part-time employee who is required to serve on a jury, or as a result of official Township of Medford duties is required to appear before a court, legislative committee or quasi-judicial body as a witness in response to a subpoena or other directive, shall be allowed authorized leave with pay less any amount received for such service. A probationary employee called will have his/her probationary period extended to by the same amount of time as required for serving on jury duty. An employee who receives notice of jury duty or witness service must notify the Department Head immediately in order that arrangements may be made to cover the position. The Township reserves the right to request that an employee who is called for jury be excused if the absence would create a hardship on the operational effectiveness of the Public Works Department.

The employee is responsible to turn over jury or witness fees to the Township Personnel Department, excluding mileage fees.

Time away will not affect vacation, sick leave or personal leave accruals.

Employees who appear in court as the plaintiff or defendant in any action not related to their official duties shall not be paid for time away from work unless that time is accrued vacation or personal leave. Court payments for travel expenses are to be retained by the employee.

The employee may keep any court payment for services performed on the days of his/her regularly scheduled weekend or performed while on vacation or personal leave.

Employees are to return to work after jury duty although no more than the regularly scheduled number of hours for both jury duty and work shall be required. If excused as a juror on any given day, the employee is expected to contact his/her supervisor and to report to work as instructed.

D. Union Leave - Training/Seminars: The Township will allow up to two (2) elected Union representatives to participate in UAW training and educational seminars/conferences for three (3) paid leave days in each calendar year of this Agreement subject to prior approval and Township personnel needs provided there is no cost to the Township.

ARTICLE XIV **HEALTH AND SAFETY**

A. The Township shall endeavor to provide conditions of work which are both safe and healthy in conformity with all federal, state and local laws. To that end, a Safety and Health Committee composed of three representatives each from the Union shall meet bi-monthly with the Township Safety Committee for purposes of reviewing health and safety conditions and making recommendations for their improvement.

B. If the Township is aware of a dangerous safety or health hazard not known to employees the employees involved shall be told of such hazards, the symptoms of possible exposure, necessary medical tests or treatment and what suggested precautionary steps, if any, should be taken. No employees are expected to perform work which exposes them to imminent danger to safety and health.

C. Health & Safety Grievances will be subject to the Grievance Procedure.

D. When the Mechanic performs a job or duty that requires two individuals to perform the job safely, a helper will assist the mechanic with said job or duty.

E. The Township will provide any necessary materials, clothing and equipment to do the job safely.

ARTICLE XV
BULLETIN BOARDS

Bulletin boards will be made available by the Township at the Township's Public Works permanent work locations for the use of the Union for the purpose of posting Union announcements and other information.

ARTICLE XVI
DISCIPLINE/DISCIPLINARY ACTION PROCEDURE

The Township retains the right to take appropriate disciplinary measures against any employee. Including verbal and/or written reprimands, suspensions and/or dismissal for just cause. All disciplinary action will be noted in the employee's personnel record and the employee and the Union shall be notified, and upon request shall be given any/all pertinent information used in disciplinary action.

Should a supervisor believe that an employee is not conforming to the Township's policies and rules or to specific instructions, or has acted improperly, the supervisor will first discuss the matter with the employee and his/her Shop Steward to obtain the employee's view. If the supervisor determines that the employee has acted improperly, the supervisor shall take one of the following actions depending upon the gravity and the employee's past record:

1. Verbal Reprimand: Depending on the circumstances, the supervisor will verbally notify the employee and the Shop Steward that the employee's actions have been improper and warn the employee against further occurrences. The supervisor will prepare a record of the verbal reprimand including the date, time and what was discussed with the employee. This record must be forwarded to the Township's Human Resource Coordinator for the employee's official personnel file and remit a copy to the employee and the Union.
2. Township Manager Review: Should the supervisor consider the offense sufficiently serious to warrant consideration by the Township Manager, the employee and the Shop Steward will be so advised and a meeting arranged with the Township Manager at the earliest possible date. All facts should be detailed at this meeting and, if possible, a determination will be made at that time of disciplinary action, if any.
3. Written Reprimand: When a supervisor determines that a written reprimand is appropriate, the situation will be discussed with the Township Manager. The reprimand should clearly identify the problem and outline a course of corrective action within a specific time frame. The employee and the Union should clearly understand both the corrective action and the consequence (i.e., termination) if the problem is not corrected or reoccurs. The employee shall acknowledge receipt of the warning and may include additional comments and/or file a grievance. A copy of the written reprimand with the signed acknowledgement and comments will be forwarded to the Township's Human Resource Coordinator and the Shop Steward for the employee's official personnel file.

4. Suspension: Whenever an employee is recommended for suspension, the Township Manager will make the decision and may seek the advice of the Township Attorney if appropriate. Notice shall be given to the Shop Steward. Suspended employees may request a hearing under the grievance procedure.

5. Dismissal: Whenever an employee is recommended for dismissal, the Township Manager of the Township of Medford will make the decision after seeking the advice of the Township Attorney. There must be a complete review of the employee's personnel file and all other facts to determine if there is sufficient cause for the dismissal. Notice shall be given to the Shop Steward along with all pertinent and relevant information that was used in the termination of said employee. Terminated employees may request a hearing under the grievance procedure.

Disciplinary action shall be subject to the grievance procedure.

ARTICLE XVII **UNIFORMS**

Following adoption of the Township budget each year, each employee shall receive or be authorized to purchase up to \$250.00-2009, \$250.00-2010, \$300.00-2011 and \$300.00-2112 for outerwear, boots, shoes and protective clothing, etc. from an approved vendor. The uniforms shall be worn by the employees only at work and shall be maintained by the Township, at no cost to the employee.

ARTICLE XVIII **FAMILY MEDICAL LEAVE**

Under the Family and Medical Leave Act (FMLA), all eligible employees shall be entitled to take up to 12 weeks of unpaid, job-protected leave during any 12 month period for specified family and medical reasons.

An eligible employee shall be entitled to 12 weeks of unpaid leave during a 12-month period for one or more of the following reasons:

- 1) the birth or placement of a child for adoption or foster care;
- 2) to care for an immediate family member (spouse, child, or parent) with a serious health condition;
- 3) to take medical leave when the employee is unable to work because of a serious health condition; or,
- 4) a serious health condition, which shall be defined as an illness of a serious and long-term nature resulting in recurring or lengthy absences. Treatment of such an illness would occur in an inpatient situation at a hospital, hospice, or residential medical care facility, or would consist of continuing care provided by a licensed health care provider.

An employee may take leave if a serious health condition makes the employee unable to perform the functions of his/her position. Employees with questions about whether specific illnesses are covered under this policy or under the Township's sick leave policy are encouraged to meet with a representative from the Township Personnel Department.

An employee shall be entitled to unpaid family leave when he/she meets the following criteria:

1) the employee has worked for at least 12 months for the Township. The twelve months need not have been consecutive. (If the employee was on the payroll for part of a week, the Township will count the entire week. The Township considers 52 weeks to be equal to twelve months);

2) the employee has to have worked for the Township for at least 1,000 hours over the 12 months before the leave would begin;

3) when both spouses are employed by the Township, they are jointly entitled to a combined total of 12 work weeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a parent who has a serious health condition; and

4) employees on Family or Medical leave shall ~~not~~ continue to accrue vacation, sick or personal days.

Eligible employees can use up to 12 weeks of leave during any 12 month period. The Township will use a rolling 12 month period measured backward from the date an employee uses any Family or Medical leave. Each time an employee uses leave, the Township computes the amount of leave the employee has taken under this policy, subtracts it from the 12 weeks, and the balance remaining is the amount the employee is entitled to take at that time. For example, if an employee has taken 5 weeks of leave in the past 12 months, he or she could take an additional 7 weeks under this policy.

Employees on Family or Medical leave shall be entitled to maintain group health insurance coverage on the same basis as if he/she had continued to work in the Township. If the employee informs the Township that he/she does not intend to return to work at the end of the leave period the Township's obligation to provide health benefits ends. If the employee chooses not to return to work for reasons other than a continued serious health condition, the Township will require the employee to reimburse the Township the amount the Township contributed towards the employee's health insurance during the leave period.

If the employee contributes to a life insurance or disability plan, the Township will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the Township will request that the employee continue to make those payments, along with the health care payments. If the employee does not continue these payments, the Township will recover the payments at the end of the leave period, in a manner consistent with the law.

The use of Family or Medical leave will not be considered a break in service for seniority, vesting or eligibility to participate in benefit programs is being determined.

An employee who utilizes Family or Medical leave under this policy will be restored the same job or a job with equivalent status, pay, benefits and other employment terms.

If an employee has accrued paid leave of less than 12 weeks, the employee will use paid leave first and take the remainder of the twelve weeks as unpaid leave.

If an employee uses leave because of his/her own serious medical condition or the serious health condition of an immediate family member, the employee will first use all paid vacation, personal or sick leave, and then will be eligible for unpaid leave.

An employee using leave for the birth of a child will use paid sick leave for physical recovery after childbirth. The amount of sick leave utilized after this point will be decided on a case by case basis. The employee then may use all paid vacation, personal or family leave, and then will be eligible for unpaid leave for the remainder of the 12 weeks.

An employee using leave for the care of an adopted or foster child will use all paid vacation, personal or family leave first, and then will be eligible for unpaid leave for the remainder of the 12 weeks.

In certain cases, intermittent use of the twelve weeks of Family or Medical leave or a part of a reduced work week may be allowed by the Township. Employees wishing to use leave intermittently or to utilize a reduced work week for birth or adoption purposes will need to discuss and gain approval for such use from the employee's Department Head and the Personnel Department.

Employees may also use Family or Medical leave intermittently or as part of a reduced work week whenever it is medically necessary. If the need to use leave is foreseeable and based on preplanned and prescheduled medical treatment, the employee is responsible to schedule the treatment in a manner that does not unduly disrupt the Township's operations. This provision is subject to the approval of the health care provider.

In some cases, the Township may temporarily transfer an employee using intermittent or a reduced work week to a different job with equivalent pay and benefits if another position would better accommodate the intermittent or reduced schedule.

When an employee plans to take leave under this policy, the employee must give the Township Personnel Department 30 days notice. If it is not possible to give 30 days notice, the employee must give as much notice as is possible. An employee undergoing planned medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruptions to the Township's operations.

While on leave, employees are requested to report periodically to the Township regarding the status of their medical condition, and their intent to return to work.

The Township may require the employee to provide notice of the need to utilize leave (where it is possible to know beforehand) and/or may require an employee to provide certification of an employee's or immediate family member's serious health condition by a qualified health care provider. The employee should try to respond to such a request within seven days of the request, or provide a reasonable explanation for the delay.

Qualified health care providers include: doctors of medicine or osteopathy, podiatrists, dentist, clinical psychologists, optometrists, and chiropractors, nurse practitioners and nurse-midwives authorized to practice under State law and performing within the scope of their practice under State law; and Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

When seeking certification of a serious medical condition, an employee should ensure that the certification contains the following:

- 1) Date when the condition began; expected duration; diagnosis; and a brief statement of treatment.
- 2) If employee is seeking medical leave for his/her own medical condition, certification should also include a statement that the employee is unable to perform the essential functions of the employee's position.
- 3) For a seriously ill family member, the certification should include a statement that the patient requires assistance and that the employee's presence would be beneficial or desirable.
- 4) If taking intermittent leave or working a reduced schedule, certification should include dates and duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule.

ARTICLE XIX **HOLIDAYS**

The Township shall recognize the following holidays off with pay for regular full and regular part time employees (excludes seasonal employees):

NEW YEAR'S DAY	- January 1
MARTIN LUTHER KING DAY	- 3rd Monday in January
PRESIDENT'S DAY	- 3rd Monday of February
GOOD FRIDAY	- Friday before Easter
MEMORIAL DAY	- Last Monday of May
INDEPENDENCE DAY	- July 4
LABOR DAY	- 1st Monday of September
COLUMBUS DAY	- October 12
VETERAN'S DAY	- November 11
THANKSGIVING DAY	- 4th Thursday of November
DAY AFTER THANKSGIVING	
CHRISTMAS DAY	- December 25

FLOATING HOLIDAY

- Will be determined by December 31st, if it will be a floating holiday or a specific date

Regular part-time employees shall receive a pro rata share of compensation at their regular straight time hourly rate for each approved holiday.

When a holiday falls within a period of paid leave (i.e. vacation, sick day), the holiday shall not be counted as a leave day in computing the amount of leave debited.

Employees must work at least 4 hours the scheduled day before and after a holiday; however, the Township will accept a doctor's note for a sick day to meet the above requirement.

Employees required to work on any designated holiday shall receive one and a half times the rate of pay in addition to the holiday pay.

If a holiday falls on a Sunday, the following Monday will be recognized as the holiday. If a holiday falls on a Saturday, the prior Friday will be recognized.

ARTICLE XX
SICK LEAVE

Employees shall accrue and shall be paid and entitled to sick leave as follows:

A regular full or part-time employee earns sick leave beginning the first of the month following two full months of permanent employment at the rate of one (1) day per month. Beginning the second year of employment, sick leave will then accumulate at the rate of one and a quarter (1 1/4) days per month worked.

Sick leave so earned and not used shall accrue to the credit of each employee, up to a maximum total accumulation of 130 days. Accrued sick leave shall be canceled upon termination of employment. In the event any person having accrued sick leave ceases to be employed by the Township and is thereafter re-employed within one year of the date of termination of former employment, accrued sick leave of the employee shall be reinstated; but in the event such re-employment occurs later than one year after the termination of the first employment, the accrued sick leave of the employee shall not be reinstated, and the employee shall thereafter accrue sick leave in the same manner as if a new employee.

Sick leave entitles an employee to remain away from work with pay, where such absence is the result of actual personal illness or physical incapacity not job connected, or sickness of an immediate family member. Immediate family member shall be defined as: spouse, parent, sister, brother, child, step-parent, step-sister, step-brother, step-child. Sick leave may also be utilized to take care of a relative not enumerated above if living in one's home. Such leave may need to be evidenced by the proper medical documents when requested.

Sick leave may be utilized for wellness checkups, physicals or dental appointments.

An employee must notify his Department Head or the Township Manger within one hour after the beginning of his work day in order that his absence qualifies as a valid charge against accumulated sick leave.

Employees who are absent from work for four (4) consecutive days without giving proper notice to the Township will be considered to have voluntarily resigned.

If an employee is absent from work due to illness for a period of four (4) consecutive work days, he/she will be required to furnish a medical certificate from a physician in support of his/her absence from work.

If an employee reports for work and works any portion of his normal shift and then leaves for reason of illness, he will be charged sick time for all unworked hours on an hour for hour basis.

There is no advancement of sick time unless written request is given to the Department Head. This request must be approved in writing by the Department Head and Township Manager and then forwarded to the Township Personnel Department. If an employee is out of work unpaid, the Township will charge him/her for all Township paid benefits. If no approval is given and an employee does not report to work they shall be considered to have voluntarily resigned.

The Township Personnel Department may permit a regular full-time or regular part-time employee to receive vacation day donations from other qualified employees under this subsection if:

- (1) the employee suffers from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to:
 - (a) go on leave without pay status; or
 - (b) terminate Township employment,
- (2) the employee's absence and the use of donated vacation time are justified;
- (3) the employee has depleted or will shortly deplete his or her annual vacation leave and sick leave reserves; and
- (4) the employee has abided by all personnel rules regarding sick leave use.

Employees may donate vacation time with a maximum of 40 hours.

DISABILITY LEAVE

When an employee covered by sick/disability benefits have elective or scheduled surgery to be completed, he/she will file a written request from his/her respective doctor giving complete details. The report is to cover, but not necessarily be limited to, information pertaining to the type of inquiry, if the surgery can be scheduled at the department's convenience, time employee will be off work, time the operation will be done, where the operation will be done, expected stay in the hospital, etc.

The employee will be responsible for ensuring a written report at least every 30 days with the department head as to the condition of the injury. The report will be signed and dated by the doctor.

The employee will be responsible for starting any required disability forms prior to the operation. All forms should be as complete as possible, prior to entering the hospital for the actual operation.

Employees may have their paycheck released to their spouse, designated family member or to another person only when there is written authorization on file. This would need to be done prior to the employee entering the hospital.

ARTICLE XXI
VACATION/PERSONAL DAYS

VACATION DAYS

Each employee shall accrue vacation time on the following basis:

Starting the first month, following two full months of permanent employment, one is eligible for vacation time as follows:

Beginning the 3rd full month of employment to the completion of 4 years	1 day per month
Beginning of 5th year to the completion of 9 years	1¼ days per month
Beginning of 10th year to completion of 14 years	1½ days per month
Beginning of 15th year to completion of 19 years	1¾ days per month
Beginning of 20th year to completion of the 29 th year	2 days per month
Beginning of 30 th year to retirement	2 ¼ days per month

A day of vacation equates to the number of hours an employee is expected to work in a day, less overtime. Thus, for an employee who is expected to work an eight hour day, a day of vacation is equal to eight hours.

Vacations will be given on a first come, first serve basis by seniority up to two weeks vacation in a year, so long as manpower so allows, provided the employee requests vacation by March 31 of each calendar year. All vacation requested by March 31st in each calendar year that is approved by the Township will be guaranteed unless a natural disaster occurs which requires manpower. Any vacation requested after March 31st in each calendar year will be granted on a first come, first serve basis for all employees. All employees shall submit, in writing, one (1) week in

advance of the time they wish to be on vacation. The Township shall determine whether there is enough manpower to authorized a vacation. Any single vacation day needed will be requested 24 hours in advance except for emergencies and/or situations or circumstances out of the control of the employee. Requests for vacation days will not be unreasonably denied.

Any unused vacation time up to ten days shall be paid to the employee annually or carried over for not more than one year.

Upon resignation, retirement, or layoff from Township employment an employee shall be paid cash at the normal rate of pay for his/her unused vacation leave, provided regular status has been attained. The Township shall buy back unused time at resignation for unused vacation leave.

There is no advancement of vacation time unless written request is given to the Department Head. Request must be approved in writing by the Department Head and Township Manager and then forwarded to Personnel. If an employee is out of work unpaid, the Township will charge him/her for all Township paid benefits. If no approval is given and an employee does not report to work they shall be considered to have voluntarily resigned.

If the employee retires or resigns, such employee thereupon shall be entitled to a sum of money equal to his/her former regular compensation for any earned vacation leave time which has not been used or forfeited for failure to timely claim; provided however, that in the event such employee fails to give his/her Department Head at least two weeks notice of such termination of employment or if discharged for cause, the foregoing terminal vacation pay shall be forfeited.

Regular part-time employees who separate from the Township may receive compensation at their regular rate of pay for each hour of vacation earned.

If an employee transfers from one department within the Township to another, the vacation leave credits shall also be transferred. The established period of determining vacation credit will be from the employee's date of permanent employment. Vacation credit earned by an employee cannot be transferred to another employee.

Temporary employees shall not earn vacation nor be entitled to vacation pay upon separation.

Vacation leave will not accrue while an employee is on leave of absence without pay. Accrued and unused vacation leave may be used to supplement sick leave if the employee has exhausted sick leave accruals.

Paid holidays occurring during vacation are not charged to vacation.

1. The Department Head is responsible for managing the vacation schedules in the Public Works Department and for administering the provisions of this policy.
2. The Township Manager shall approve all vacation schedules for the Department Head.

3. Vacation approvals by the Department Head and by the Township Manager shall be made only when the efficiency of Township operations will not be adversely affected.

PERSONAL DAYS

Each employee shall accrue Personal Days on the following basis:

Beginning of 3rd month of permanent employment to 1 year	1 days
Beginning of 2nd year to completion of 4 years	2 days
Beginning of 5th year to completion of 9 years	3 days
Beginning of 10th year to completion of 19 years	4 days
Beginning of 20th year to retirement	6 days

Personal Days are offered to employees in order to allow them to take one or more days off for personal business provided the employee has given the Supervisor advance notice for each day taken. In an emergency, or a situation or circumstance out of the control of the employee advance notice may be waived by the Supervisor or his designee. Personal days are subject to a one year limitation for use. If such days are not utilized within one calendar year they will be lost and there will be no reimbursement for unused time. Personal days can be used only in half day or full day increments.

ARTICLE XXII **WORKERS COMPENSATION**

A. When an employee is injured on duty he/she shall receive Workers Compensation due him/her plus the difference between the amount he/she received as compensation for temporary disability and his/her normal salary during the period of said disability, the difference to be paid at the discretion of the Township.

B. The employee shall reimburse the Township for any additional monies received pursuant to paragraph A from a third party action of judgment up to the amount paid to the employee, with the exception of the Township as a defendant without a waiver of the Township's compensation rights.

C. An employee who is injured on the job and is sent home or to a hospital or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of the employee's regular shift on that day.

D. Workers Compensation Doctors

When an employee who is entitled to workers compensation, is injured at work or in the course of his duties that person must see one of the doctors listed below or, in the case of an emergency, must report to the nearest emergency room.

Supervisors must ensure that the injured person has transportation to the doctor or hospital. Common sense should be used in determining whether or not to call an ambulance. When in doubt as to the severity of the illness an ambulance should be called.

The following are the Township's workers compensation doctors. If there are any changes in these doctors, supervisors will be notified by the Township Personnel Department.

South Jersey Occupational Medicine
3115 Route 38 & Ark Road
Moorestown, NJ 08057
856-231-9666

or

South Jersey Occupational Medicine
979 N. Black Horse Pike
Williamstown, NJ 08094
856-629-5151

If a person eligible for workers compensation benefits is injured and reports to a hospital, after discharge that employee must report to one of the above doctors prior to receiving any subsequent treatment (this includes chiropractors, specialists, tests, MRI's, etc.)

E. Reporting Requirements

As soon as possible after an accident, but no more than two days later, the injured employee and his supervisor must fill out an accident investigation form and submit this form to the Township Personnel Department.

Even if no medical attention is required, any employee injured who is eligible for workers compensation benefits should fill out an accident investigation form. This is especially true for injuries that may not reveal themselves for hours or days (i.e. back injuries, twisted ankle, etc.)

F. All medical bills should be forwarded to the Township Personnel Department, so that they can be submitted to the Township's workers compensation carrier.

G. Medication

Medication for workers compensation injuries can be obtained from any drug store. Employees must purchase this medication and then submit their receipts to the Township Personnel Department to be reimbursed for such costs.

Certain drug stores have agreed to bill the Township's workers compensation carrier directly. At these locations, employees can obtain medication for workers compensation injuries without having to pay. If however, an employees workers compensation claim is denied, that employee will have to pay the drug store for any medication so obtained. A complete list of drug stores that provide this billing procedure can be obtained from the Township Personnel Department.

H. Complaints

If an employee is dissatisfied with the Township's Workers Compensation doctors that complaint should be directed to the Township Personnel Department. Workers compensation doctors are selected for their knowledge, experience, skill, quality of care and accessibility. If it

is found that a Township doctor lacks in any of these categories, that doctor will be removed from the list.

ARTICLE XXIII
HEALTH, WELFARE AND FRINGE BENEFITS

A. The Township of Medford, at its sole cost, shall provide hospital, medical, prescription, dental, and life insurance benefits to employees and their families. The hospital, medical and prescription benefits shall be covered under the NJ State Health Benefit Plans, or a plan equal to or substantially similar to the NJ State Health Benefits Plan. Employees will be eligible for hospital and medical benefits beginning the first day after completion of 60 days of service. Employees will be eligible for dental and life benefits beginning the first day of the month after completion of 60 days of service.

B. The Township reserves the right to change health care providers so long as the level of coverage is equal to or better than the levels of coverage currently being provided at no cost to the Public Works employees. If the Township makes any change in benefits or health care providers it will notify the Union within 30 days so the Union and Township may negotiate with respect to the impact of the proposed change.

C. Any employee breaking or losing prescription eye glasses while in the line of duty shall be reimbursed \$200.00 per occurrence.

D. For any employee who is a defendant in any action or legal proceeding arising out of or incidental to the performance of assigned duties, the governing body shall provide said employee with the protection as outlined under N.J.S.A. 40A:14-28.

E. The Township of Medford shall continue to provide \$40,000.00 of life insurance, \$40,000.00 of accidental death and dismemberment insurance and group long term disability insurance for its employees.

F. The Township shall pay the cost for long-term disability insurance plans for each permanent employee.

G. The Township agrees to hold in full force and effect medical coverage provided by the New Jersey State Health Benefits Plan and not remove itself from participation in this plan or rescind Township Resolution 4-75-1 and 4-75-2 during the term of the Agreement, except that the Township, at its election, shall have the right to remove itself from participation and rescind Township Resolution 4-75-1 and 4-75-2 in the event that it provides substantial equivalent coverage to all employees as presently covered by the adoption of said Township Resolution 4-75-1 and 4-75-2.

H. Employees will be able to waive health coverage and receive a payment of 40% the amount saved by the Township because of the waiver of benefits. This will be prorated depending on when the employee drops the coverage. This payment will be made in December of each year or pro rata upon termination of employment. An employee can immediately resume the coverage if he/she is no longer are covered as a dependent, or an employee can re-join during any "Open Enrollment" period.

The Township will continue the existing Pension Plan provided and administered by the Public Employees Retirement System (PERS) for the State of NJ for the duration of this Agreement for Medford Township employees, unless otherwise amended or required by law.

ARTICLE XXIV
GENERAL PROVISIONS

- A. All employees shall be supplied with a copy of their job description.
- B. Employees shall not be required to perform work outside of their normal duties on a regular basis.
- C. The Township shall keep an accurate, up to date, record of unused vacation time and sick time for all employees and to provide it quarterly to each employee.
- D. The Township agrees to provide a locker for each employee.
- E. It is agreed that a representative of the Township and the Union will meet from time to time upon request of either party to discuss items of general interest or concern which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party and a precise agenda will then be established.

ARTICLE XXV
SEPARABILITY AND SAVINGS

- A. 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 the law or by court or other tribunal of competent jurisdiction following the valid adoption of this Agreement, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.
- B. In the event any clause or clauses are determined to be in violation of any law, the parties agree to commence negotiations within ten (10) working days of such determination relative to the invalidated portion only.

ARTICLE XXVI
PROBATIONARY PERIOD

All new employees hired after the effective date of this Agreement will be on a probationary period for their first ninety (90) days of employment; after this period the employee becomes covered by this Agreement, and seniority is determined and computed from the initial date of hiring.

ARTICLE XXVII
FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been subject of negotiations.

B. While neither party shall be required to negotiate or reopen any matter that is or could have been included herein during the term of this Agreement, the parties may, by mutual consent and mutual agreement set forth in writing, amend, delete, change, or add to the terms of this Agreement. Any mutual agreements shall have no effect unless it is ratified by both parties in the same manner by which this Agreement has been ratified.

ARTICLE XXVIII
PRINTING OF AGREEMENT

The Township shall reproduce one copy of the Agreement which shall be given to the Union no more than thirty (30) days after the signing of the Agreement.

ARTICLE XXIX
VEHICLE ACCIDENT

The parties agree that the Township Vehicle Accident Policy shall be subject to the grievance and arbitration procedures. The Township shall continue to provide three (3) estimates regarding each accident involving a Township employee covered by this Agreement and the Union.

ARTICLE XXX
DRIVER'S LICENSE

Any employee, whose work requires that he/she drive a commercial class vehicle must hold a valid Commercial Drivers License. All employees of the Public Works Department must hold a valid New Jersey State Driver's License. All new employees who will be assigned work entailing the operating of a Township vehicle will be required to submit to random Department of Motor Vehicles driving records check as a condition of employment. A report indicating a suspended or revoked license status may be cause to terminate employment.

Periodic checks of employee's drivers' licenses through visual and formal Department of Motor Vehicles review checks shall be made by Township. Any employee who does not hold a valid driver's license or Commercial Drivers License where applicable, will not be allowed to operate a Township vehicle. Any employee performing work which requires the operation of a Township vehicle must notify his/her immediate Supervisor in those cases where his/her license (commercial or standard) is expired, suspended or revoked. An employee who fails to immediately report such revocation or suspension to his/her supervisor and continues to operate a Township vehicle shall be subject to termination.

An employee required to hold a driver's license for his or her employment, who has his or her license suspended or revoked, shall have six-months to have his or her license reinstated. If the employee fails to have his or her driver's license reinstated within six months, the employee shall resign. If the employee refuses to resign, the Township shall commence termination proceedings.

This policy shall not apply in any way to the two current employee, who currently have their license suspended. Those two individuals have been identified by the Union by letter dated December , 2008, and accepted by the Township.

ARTICLE XXXI
SUCCESSOR CLAUSE

This Agreement is operative and binding on any assignee or successor of the Union and the Township of Medford.

ARTICLE XXX
CONTRACT PERIOD

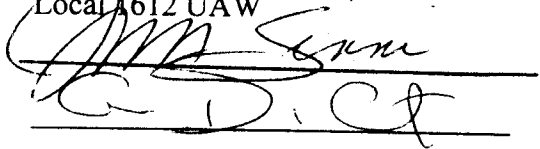
A. This Agreement is effective January 1, 2009 and shall remain in full force and effect until December 31, 2012.

B. If either party gives notice as aforesaid, both parties will start negotiations no later than forty five (45) days after either party gives notice but no sooner than September 1st in the year in which the contract expires.

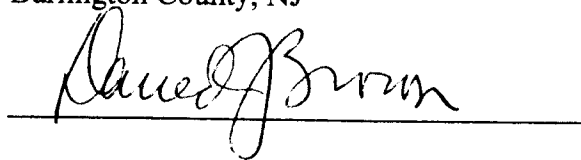
SIGNATURES

IN WITNESS WHEREOF, the Township of Medford and the Union have caused these Terms and Conditions of Employment to be signed by their duly authorized representatives as of this ___ day of _____, 2009.

UAW Int'l Union and
Local 1612 UAW



Township of Medford
Burlington County, NJ



DAVID J. BROWN, Mayor
1-5-09

ALTERNATE DUTY POLICY FOR PREGNANT FIREFIGHTERS

- A. The primary determination of duty assignments of pregnant members will be safety. The goal of the Township is to allow a pregnant firefighter to remain active within the fire district, but to give said firefighter the option to temporarily transfer to less hazardous duty. A pregnant firefighter can limit her activity to non-hazardous duty within the department at her request.
 - 1. A firefighter, upon learning of her pregnancy, should:
 - a. Immediately report her condition to the Director of Public Safety or his designee. The member should inform the Director of Public Safety indicating the expected date of delivery via a short memo sent by confidential mail.
 - 2. The Director will notify the Township Physician, who will consult with the member and her personal physician, with the member's consent, to determine when the member will be assigned to an alternate duty position and what alternate duties the member is able to perform.

FIREFIGHTER'S OPTIONS:

- A. A pregnant firefighter shall have the following options regarding her duties during the course of her pregnancy.
 - 1. The firefighter shall be allowed to take a leave from her duties for the duration of her pregnancy and reasonable time thereafter as health conditions dictate in accordance to law, including but not limited to disability, Family Medical Leave Act and the New Jersey Family Leave Act; or;
 - 2. The firefighter shall be allowed to limit her activity to "non-hazardous" duties during the course of her pregnancy and reasonable time thereafter as health conditions dictate. "Non-hazardous" duties are those duties that do not pose any risk to the pregnant firefighter, including, but not limited to, training, public education, prevention, policy development and communication. "Non-hazardous" duties may not include active participating in the fighting of fires or on-site inspections of fire scenes. The Director, or his designee, shall base his assignment on physician recommendations; or
 - 3. Continue active firefighting as long as the appropriate firefighting gear and equipment maintains a proper fit. If gear no longer fits properly, the Director may relieve the member of certain duties specific to wearing gear and equipment, such as structural firefighting or any other hazardous duties, which require the use of turnout gear

- B. If the firefighter chooses to continue active firefighting during the course of her pregnancy, she must provide the Director with a written report from her treating physician certifying that she is able to continue with the strenuous and hazardous duties of firefighting. Said certification must be made following every exam of the firefighter by the physician and shall be mailed directly to the Director of Public Safety with a copy going to the firefighter. The Department retains the authority to transfer any pregnant firefighter who does not supply said certification from her doctor to "non-hazardous" duty status.

SENIORITY – RANK AND BENEFITS

- A. Regardless of which option the pregnant firefighter chooses, during the course of her pregnancy she will maintain her seniority, rank and all other benefits as if on "regular active duty." Furthermore, she shall not be passed up for any possible promotion due to her pregnancy.
- B. The Township shall continue health benefits on said employee when leave of absence is due to pregnancy. During maternity leave, female employees may use vacation, sick and personal leave, and any accumulated compensatory time. In addition, accumulated sick leave may be used for up to four (4) weeks before childbirth and six (6) weeks after, or eight (8) weeks in the event of a cesarean section delivery. Male employees may use their allotted sick time, up to a maximum of the scheduled work days in two (2) calendar work weeks upon the birth of their child.
- A. Employees may be eligible for family and medical leave under either the federal Family and Medical Leave Act (FMLA), or the New Jersey Family Leave Act (FLA), or both. Eligible employees may receive up to twelve (12) weeks of leave per year (FMLA) or twelve (12) weeks every twenty-four (24) months (FLA), for the reasons set out below. Year shall be defined as calendar year.
- B. In order to be eligible for such leave, employees must have one (1) year of service with the Township and have at least 1,000 hours of work (for New Jersey leave) and 1,250 hours of work (for Federal leave) during the previous twelve (12) months.
- C. Leave may be taken for one of the following reasons:
1. Birth of a child;
 2. Placement of a child with the employee for adoption or foster care;

3. To care for a spouse, civil union partner, child or parent (parent-in-law, New Jersey only) with a serious health condition; or
 4. The employee's own serious health condition (Federal only).
- D. A "serious health condition" is defined as (a) an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or (b) continuing treatment by a health care provider.
- E. For purposes of this article, a child is defined as a natural, adopted, or foster child, a stepchild or a legal ward. If the child is over eighteen, he/she must be unable to care for himself/herself due to a serious illness. A parent is defined as the employee's or his/her spouse's natural, adoptive, or foster parent, stepparent, or legal guardian.
- F. Employees who wish to take a family leave must submit their request in writing to the Personnel Supervisor thirty (30) days in advance of the beginning of the leave (fifteen (15) days for a leave for your own or your family member's serious health condition), except in emergency conditions. To assist us in arranging work assignments during your absence, we ask that you give us prior notice, to the extent possible, of an expected birth or adoption, as well as an indication, to the extent known, of your expected return date. To facilitate your return to work, we also ask that you provide us with two weeks advance notification of your intended return date. Failure to do so may delay your return date.
- G. As part of your application for leave, you will be required to complete and submit to the Personnel Supervisor all required forms. The Personnel Supervisor will guide you through the application process and the forms you will need to fill out and submit. If the leave is due to your own serious health condition, or that of a family member, you will be required to provide a "Certification of Health Care Provider" form. Failure to provide the necessary forms within seven (7) days prior to the leave may result in a denial of the leave or its delay. Where leave is taken on an emergency basis, employees must submit the forms to the Personnel Supervisor within fifteen (15) days from the last day worked.
- H. If your leave is for reason of your own serious health condition, you may be requested to have a second opinion medical examination, which will be paid for by the Township. If the opinion of your health care provider and the second opinion are in disagreement, you may be required to have a third, neutral opinion medical examination, also paid for by the Township. The third examination decision will be final. Upon your readiness to return to work, you will be required to provide a certification from your health care provider attesting to your fitness to return to work before you can return. The Township may also request that you be cleared for work by a Township selected doctor. During your leave you will be required to provide medical certification of your condition every thirty (30) days,

and you will be required to report periodically on your continuing intent to return to work at the end of your leave.

- I. The following will automatically be substituted for family and medical leave and count against your total family and medical leave entitlement:
 - 1. Unused accumulated vacation, personal leave and/or compensatory time.
 - 2. Disability leave for which you are eligible, including wage continuation, short and long-term disability, and/or workers' compensation, as a result of your own serious health condition that satisfies FMLA leave requirements.
- J. You will receive seniority credit for the time that you have been on leave under this section. Other employment benefits, including earned and accrued time off, shall be preserved at the level accrued as of commencement of the leave, but shall not accrue further during any such leave period in excess of thirty days. You will, of course, retain any benefits you had earned prior to the beginning of your leave.
- K. Your coverage under the Township's group health insurance plan will continue during your leave of absence under this section on the same conditions as coverage would have been provided had you been employed continuously during the entire leave.
- L. Employees may be eligible under certain circumstances for either, reduced or Intermittent leave, which involves taking less time off and continuing to work some of the time during your leave. If such leave is taken, the employee may be transferred to another similar position during the time of the leave. Speak to the Personnel Supervisor for further clarification of this alternate type of leave and try to work out a schedule which is best for everyone concerned. Please note, however, that given the small size of this office this type of alternate work may not be possible.
- M. Certain highly compensated employees may not be eligible to take family leave or may not be reinstated to work when they are ready to return to work. Employees who fit into this category will be so advised at the time they request leave and their options will be explained to them.
- N. A family care leave that is related to the birth or adoption of a child must be completed within twelve months of the birth or adoption.
- O. Upon return from a leave, you will be reinstated to your original or an equivalent position, with equivalent pay, benefits and other terms of employment. If, due to your own medical circumstances, you are no longer able to perform your original job, we will attempt to make a reasonable accommodation for your limitations with regard to your job duties, including a transfer to alternate suitable work, if available. We will require medical documentation from your health care provider

indicating the nature and extent of your limitations with regard to your job duties. We also may require a second opinion medical examination, which will be paid for by the Township.

- P. Employees who must remain away from work for more than the period of time allowed for family and medical leave will be considered terminated from employment. They are welcome to re-apply subject to the Township's usual hiring policies.

ARTICLE 28
COMMUNICABLE DISEASES/CONTAGIOUS AND/OR
LIFE THREATENING ILLNESSES

- A. The Director of Public Safety shall maintain a separate a file to be known as the Communicable Disease File in which employees responding to incidents in which contact and/or working in close proximity to the victims with communicable diseases and their body fluids shall be recorded in the C.D.F. at the completion of each incident. It shall be the employee's responsibility to notify the officer in charge and initial the completed C.D.F. form.
- B. All employees will be entitled to receive vaccinations, at the Townships expense for any illness, sickness or disease that could be contracted while in the performance of their duties (i.e. Tuberculosis, Flu, Hepatitis A, B, and C, Pneumonia, etc.) with titers and boosters as needed.
- C. The Township of Medford encourages employees with contagious or life threatening illnesses to continue their normal pursuits, including work, the extent allowed by their condition. The Township will make reasonable accommodations in accordance with the Americans with Disabilities Act and the Law Against Discrimination when physical and mental limitation of employees are known, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodation does not impose an unreasonable hardship to the Township.
- D. Medical information will be treated confidentially.
- E. The Township will take reasonable precautions to protect such information from inappropriate disclosure.
1. Medical information may be disclosed with the prior written informed consent of the person who is the subject of the record.
 2. Information may be disclosed without written consent to qualified personnel for the purpose of conducting management audits, financial audits or program evaluations, but the personnel shall not identify, directly or indirectly, the person who is the subject of the record in a report of an audit or evaluation, or

otherwise disclose the person's identity in any manner. Information shall not be released to the personnel unless it is vital to the audit or evaluation.

3. Information may be disclosed to the Department of Health as required by State or Federal law.
 4. Any records or information disclosed shall be held confidential by the recipient of the record and shall not be released by said recipient.
- F. Anyone inappropriately disclosing such information is subject to disciplinary action.
- G. Notification of the suspected exposure to any communicable disease will be made to the effected employee by the departments Communicable Disease Officer. This notification will be made in a timely matter.

ARTICLE 29

LABOR/MANAGEMENT COMMITTEE

- A. There will be a joint committee comprised of two Association members and two Township representatives to meet as needed and discuss matters of mutual concern.

ARTICLE 30

PROMOTIONS

- A. When the Township determines to create a promotional position(s), or transfer a position, a notice will be posted in each station, with a copy provided to the Association, advising the nature of the position and the qualifications required therefore. All promotions will be made in accordance with applicable law.

ARTICLE 31

SERVICE RECORDS

- A. A personnel file shall be established and maintained for each employee covered by this agreement. Such files are confidential records and shall be maintained by the Township, and may be used for evaluation purposes by the Township and/or its designee(s).
- B. Upon advance notice and at reasonable times, any employee may review any and all of his or her personnel file. This appointment for review must be made through the Director of Public Safety.
- C. Whenever a written complaint concerning an employee or his or her actions is to be placed in his/her personnel file, a copy shall be made available to the

employee and he or she shall be given an opportunity to rebut it if he or she so desires. The employee shall be permitted to place said rebuttal in his or hers file.

- D. All personnel files will be safe guarded and carefully maintained. Nothing in any personnel file shall be removed without notice to the employee. Maintenance of the personnel file will be in accordance with applicable laws of the State of New Jersey.
- E. Disciplinary actions shall be a permanent part of the employee's disciplinary file which shall be part of the employee's personnel file.

ARTICLE 32
STATUTORY AND LEGAL RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict the Township or an employee from the exercise of his/hers rights under National, State, County, or Local laws and/or ordinances pertaining to employees covered by this Agreement.

ARTICLE 33
SEPARABILITY AND SAVINGS

- A. 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 the law or court or other tribunal of competent jurisdiction following the valid adoption of this Agreement, such provisions shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 34
JURY/COURT DUTY

- A. Any regular full-time or part-time employee who is required to serve on a jury, or as a result of official Township of Medford duties is required to appear before a court, legislative committee or quasi-judicial body as a witness in response to a subpoena or other directive, shall be allowed authorized leave with pay less any amount received for such service. An employee during the orientation period called will have his/her orientation period extended to by the same amount of time as required for serving on jury duty. An employee who receives notice of jury duty or witness service must notify his/her supervisor immediately in order that arrangements may be made to cover the position. The Township reserves the right to request that an employee who is called for jury be excused if their absence would create a hardship on the operational effectiveness of the department to which they are assigned.

- B. The employee is responsible to turn over jury or witness fees to the Personnel Department, excluding mileage fees.
- C. Time away will not affect vacation, sick leave or personal leave accruals.
- D. Employees who appear in court as the plaintiff or defendant in any action not related to their official duties shall not be paid for time away from work unless that time is accrued vacation or personal leave. Court payments for travel expenses are to be retained by the employee.
- E. The employee may keep any court payment for services performed on the days of his/her regularly scheduled weekend or performed while on vacation or personal leave.
- F. Employees are to return to work after jury duty although no more than the regularly scheduled number of hours for both jury duty and work shall be required. If excused as a juror on any given day, the employee is expected to contact his/her supervisor and to report to work as instructed.

ARTICLE 35
FULLY BARGAINED AGREEMENT

- A. This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues, which were or could have been the subject of negotiations.
- B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with the respect to any matter or subject not removed by law from the area of collective bargaining and the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. This agreement shall not be modified in whole or in part by the parties except only by an instrument, in writing, executed by both parties.
- D. It is the intent of the parties that the provisions of this Agreement will supersede all agreements and understandings, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise.
- E. Articles in this agreement that referenced the Township Employment Manual shall not be unilaterally changed without negotiations.

ARTICLE 36
FACILITIES AND PERSONAL LOCKERS

- A. The Township shall provide each employee a personal locker. Each employee's locker shall be located at the employee's primary workstation.

ARTICLE 37
DISCIPLINARY ACTION

- A. All employees are expected to meet the Township of Medford's work performance standards and employee conduct standards. The intent of the Disciplinary Action Procedure is to formally document problems and provide the employee with a reasonable time to improve performance. The process should encourage development by providing employees with guidance in areas that need improvement such as poor work performance, attendance problems, personal conduct, general compliance with the Township of Medford's policies and procedures and other disciplinary problems.
- B. Should a supervisor believe that an employee is not conforming to the Township of Medford's policies and rules, Fire Division Standard Operating Guidelines, specific instructions, or has acted improperly; the supervisor will first privately discuss the matter with the employee to obtain the employee's view. If the supervisor determines that the employee has acted improperly, the supervisor shall consult with the personnel supervisor and take one of the following actions depending upon the gravity and the employee's past record:
1. Verbal Reprimand: Depending on the circumstances, the supervisor may verbally notify the employee that the employee's actions have been improper and warn the employee against further occurrences. The supervisor will prepare a record of the verbal reprimand including the date, time, and what was discussed with the employee. This record must be forwarded to the Human Resource Coordinator for the employee's official personnel file. A copy shall be provided to the employee.
 2. Township Manager Review: Should the supervisor consider the offense sufficiently serious to warrant consideration by the Township Manager, the employee will be so advised and a meeting arranged with the Township Manager at the earliest possible date. All facts should be detailed at this meeting and, if possible, a determination will be made at that time of disciplinary action, if any.
 3. Written Reprimand: When a supervisor determines that a written reprimand is appropriate, the situation must be discussed with the personal supervisor and/or Township Manager. The reprimand should clearly identify the problem and outline a course of corrective action within a specific time frame. The employee should clearly understand both the corrective action and the

consequence (i.e., termination) if the problem is not corrected or reoccurs. The employee should acknowledge receipt of the warning and may include additional comments. A copy of the written reprimand with the signed acknowledgement and comments must be forwarded to the Personnel Supervisor for the employee's official personnel file.

4. Suspension: Whenever an employee is recommended for suspension, the Township Manager will make the decision and may seek the advice of the Township Attorney if appropriate. Suspended employees may request a hearing.
5. Dismissal: Whenever an employee is recommended for dismissal, the Township Manager will make the decision only after seeking the advice of the Township Attorney. There must be a complete review of the employee's personnel file and all other facts to determine if there is sufficient cause for the dismissal. Employees may request a hearing.

ARTICLE 38
TRAINING AND CONTINUING EDUCATION

- A. Employees shall receive schooling and training that will enhance service and protection at no cost to the employees. All schooling and training must receive prior approval by the Director of Public Safety and will be subject to Township budget capabilities.
- B. Cost directly relating to prior approved or required training and certifications shall be borne by the Township.
- C. Employees required to attend training during off duty periods shall be compensated for all time worked pursuant to the overtime provisions of this agreement.
- D. The Township may, in its sole discretion, require employees to provide proof of successful completion of any approved training including EMT certification.
- E. The Township will only pay costs and compensation related to training which has been prior approved by the Director of Public Safety.
- F. Classes which are mandatory or provide CEU's towards any certifications may not reasonably be denied, subject to budget funds being available.
- G. Mandatory Division training and drills shall require a minimum of one weeks' notice (7 days) by the training division or the Director of Public Safety.

**ARTICLE 39
SENIORITY**

- A. Seniority is defined as to mean the accumulated length of continuous service within the Township, computed from the last date of hire. If employees are hired on the same date, employees with longer Township volunteer status will old seniority.
- B. There shall be one seniority list for all employees.
- C. An employee's seniority list and/or length of service shall not be reduced by time lost due to authorized leaves of absence such as military leave or absence due to a bonafide illness or injury certified by a physician.
- D. All seniority shall be lost or reduced and employment terminated if any of the following occur:
 - 1. Discharge.
 - 2. Resignation.
 - 3. Failure to immediately return upon expiration of an authorized leave.
 - 4. Absence for three consecutive workdays without leave, subject to exigent circumstances beyond the employee's control.
 - 5. Engaging in other employment without authorization during a period of leave.
 - 6. Employees who have been on laid off status in excess of one year.
 - 7. Failure of a laid off employee to report for work upon recall.
 - 8. Time lost for disciplinary suspension.

**ARTICLE 40
SENIORITY POSTING**

- A. The Township shall post seniority lists in the Fire Division Office. The Township shall add and employee, hired after the posting of the most recent seniority list, to the list in order of their date of hire.
- B. The Township or Director of Public Safety shall provide the Association with a copy of any seniority list promulgated.

ARTICLE 41
PROBATIONARY PERIOD

- A. Each newly hired full time employee shall be subject to a six month working probationary period.

ARTICLE 42
NOTIFICATION OF LAYOFF

- A. The Township will give written notice pursuant to all applicable laws and regulations whenever affecting a layoff.

ARTICLE 43
NOTIFICATION OF RECALL

- A. Laid off employees shall be recalled on the basis of seniority via a registered letter to the employees last known address on file with the Township. Laid off employees must notify the Township in writing of any change in his/her address or home telephone number within seventy-two (72) hours of the change.
- B. Employees being recalled from a layoff must respond to the recall notice by contacting the Township as prescribed by applicable New Jersey State laws and/or regulations.
- C. Employees failing to respond to the recall and report to work after being recalled from a layoff shall be considered to have resigned and waived all rights to reemployment.

ARTICLE 44
PAYMENT FOR EDUCATIONAL DEGREES

- A. In order to foster a more highly trained and skilled department, a onetime educational benefit shall be given effective January 1, 2000 to members of the bargaining unit who have the following educational degrees:
1. AA (Associates Degree) \$500.00
 2. BA/BS (Bachelors Degree) \$1,000.00
 3. MA (Masters Degree) \$1,500.00

ARTICLE 45
PHYSICAL TRAINING TIME

- A. Members will be permitted to have one hour of physical training per shift. This will include a workout in the gym, physical activity associated with firefighting duties or a group sport which increases the heart rate, improves strength, stamina and overall well-being of the firefighter.

ARTICLE 46
ON-CALL DUTY

- A. Any Fire Marshal or Fire Inspector who has been designated as the on-call Fire Marshal for any overnight or weekend shift will be compensated by the Township in the amount of four (4) hours of compensatory time for every week of on-call duty. One week will be defined as seven (7) days during any month. This will be in addition to any overtime worked.
- B. Any FF/EMT who has been designated to be on-call for any overnight duty crew shift will be compensated by the Township in the amount of two (2) hours of compensatory time for every 6 hour shift of on-call duty. This will be in addition to any overtime worked as per Article 9 of this document.

ARTICLE 47
TAPING AND VIDEO TAPING OF EMPLOYEES

- A. No member shall be taped or videoed without the prior written consent. If an employee has been taped or videoed without written consent, any information derived from the act may not be used against the employee in any action or charges and will not be admissible as evidence. This does not include taping or videoing of employees under criminal investigation. Employees are aware of the taping of telephone calls into the dispatch center, Burlington County Central Communications digital / analog radio system and the cameras at the Police Administration Building, as such the consent provision herein does not apply.

ARTICLE 48
DRIVER LICENSE POLICY

- A. All employees of the Fire Department must hold a valid New Jersey State Driver's License.

- B. All new employees who will be assigned work entailing the operating of a vehicle will be required to submit to random Department of Motor Vehicles driving records check as a condition of employment. A report indicating a suspended or revoked license status may be cause to terminate employment.

- C. Periodic checks of employee's drivers' licenses through visual and formal Department of Motor Vehicles review checks shall be made by Township. Any employee who does not hold a valid driver's license or Commercial Drivers License where applicable, will not be allowed to operate a Township vehicle. Any employee performing work which requires the operation of a Township vehicle must notify his/her immediate Supervisor in those cases where his/her license is expired, suspended or revoked.

- D. An employee who fails to immediately report such revocation or suspension to his/her supervisor and continues to operate a Township vehicle shall be subject to termination. An employee required to hold a driver's license for his or her employment, who has his or her license suspended or revoked, shall have two (2) weeks to have his or her license reinstated. If the employee fails to have his or her driver's license reinstated within two (2) weeks, the employee shall resign. If the employee refuses to resign, the Township shall commence termination proceedings.

DURATION, TERM AND RENEWAL

This Agreement shall be effective January 1, 2009 and shall remain in full force and effect through and including December 31, 2011. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other, in writing, before one hundred twenty (120) calendar days prior to the termination date that it desires to modify this agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) calendar days prior to the termination date. This agreement shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date indicated below with the intent and understanding that such binds the parties hereto

TOWNSHIP OF MEDFORD

BY: David Brown

TITLE: Mayor

DATE: 1-5-09

BY: Joyce J. Senia, RMC

TITLE: Municipal Clerk

DATE: 1-5-09

BURLINGTON COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 3091 A.F.L.-C.I.O.-C.L.C

BY: Mark Kildall

TITLE: President

DATE: 1-12-2009

BY: Jim Coffey

TITLE: SHOP STEWARD

DATE: 1-12-09

WITNESS

BY: [Signature]

TITLE: Deputy Fire Chief

DATE: 1/9/09

WITNESS

BY: Brian D. Williams

TITLE: Firefighter

DATE: 1/9/09

APPENDIX A
CLOTHING ALLOWANCE LIST

A. The clothing list shall be as follows:

Full Time Employees:

- 6 Short Sleeve Shirts
- 6 Long Sleeve Shirts
- 6 Pair of Pants
- 6 T-shirts
- 2 Collared sweat shirts (Job Shirts)
- 1 pair of work shoes/boots
- 1 belt
- 1-3 season coat
- 1 Set of Badges (wallet, 2 shirt, 2 jacket, 1 hat, 1 mourning)
- 1 Complete department issue full dress class A uniform an all components

- B. The Association and Township will, mutually agree upon the designated uniform, and all components thereof.
- C. Part time employees who have transitioned to full time employees will receive remainder of uniform items in appendix A (i.e. dress uniform)

January 5, 2009

TOWNSHIP OF MEDFORD

RESOLUTION 26-2009

**AUTHORIZING EXECUTION OF AGREEMENT
BETWEEN THE TOWNSHIP OF MEDFORD
AND THE INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA and its UAW LOCAL 1612 ("UAW")**

WHEREAS, the Township of Medford is a public employer; and

WHEREAS, the Agreement between the Township and the UAW was set to expire December 31, 2008; and

WHEREAS, in accordance with the Employer Employee Relations Act, the Township and the UAW engaged in collective bargaining negotiations; and

WHEREAS, the negotiations resulted in an amicable agreement, which Agreement has been reduced to writing and is attached hereto and made a part hereof; and

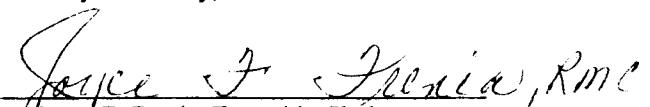
WHEREAS, the Township desires to ratify and enter into the aforementioned Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Township Council for the Township of Medford that the attached Agreement entitled "*Agreement Between the Township of Medford, New Jersey and International Union, United Automobile, Aerospace Agricultural Implement Workers of America and its UAW Local 1612*" be and is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and Township Clerk be and is hereby authorized to execute said Agreement.

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Township Council of the Township of Medford, at a meeting held on the 5th day of January, 2009.

LAW OFFICE
PARKER McCAY
P.A.


Joyce F. Frenia, Township Clerk