

RESOLUTION NO. 2023-070

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR,
COUNTY OF OCEAN, STATE OF NEW JERSEY, RATIFYING THE
TERMS OF A MEMORANDUM OF AGREEMENT AND
AUTHORIZING THE EXECUTION OF THE COLLECTIVE
NEGOTIATIONS AGREEMENT WITH THE AFSCME LOCAL
3304E (BLUE COLLAR)**

WHEREAS, the negotiation committees of the Township of Little Harbor and the AFSCME LOCAL 3304e (Blue Collar) met and negotiated terms and conditions of employment for the White Collar employees of Little Egg Harbor Township; and

WHEREAS, the parties have come to an agreement with regard to the terms and conditions of the collective bargaining agreement for the period of time between January 1, 2022 and December 31, 2024; and

WHEREAS, the governing body wishes to ratify the terms of the Memorandum of Agreement and authorize the execution of the collective bargaining agreement with the AFSCME LOCAL 3304e (Blue Collar).

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

1. That the governing body does hereby ratify the terms of the memorandum of agreement with the AFSCME LOCAL 3304e (Blue Collar) for a period of time retroactive from January 1, 2022, to December 31, 2024.
2. That the governing body authorizes the execution of the collective bargaining agreement which will incorporate the terms of the memorandum of agreement between the Township of Little Egg Harbor and the AFSCME LOCAL 3304e (Blue Collar) with regard to the terms and conditions of employment in a form acceptable to the Township Labor Counsel.
3. That this resolution shall take effect immediately.

4. That a certified copy of this resolution shall be forwarded to the AFSCME LOCAL 3304e (Blue Collar) and the Chief Financial Officer/Township Administrator.

CERTIFICATION

I, KELLY LETTERA, RMC, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the 9th day of **February, 2023**.



KELLY LETTERA, RMC
Township Clerk
Little Egg Harbor Township

**MEMORANDUM OF AGREEMENT
AFSCME LOCAL 3304E -and- TOWNSHIP OF LITTLE EGG HARBOR**

AFSCME Local 3304E ("AFSCME" or "the Union") and the Township of Little Egg Harbor ("Township"), having negotiated in good faith with respect to a successor collective negotiations agreement, and having reached agreement on those terms, hereby agree to recommend that the members of the Union ratify, and the Township approve, the following modifications to the collective negotiations agreement covering the period between January 1, 2019 through December 31, 2021. Unless specifically set forth below, the terms and conditions set forth in the contract covering the period between January 1, 2019 through December 31, 2021 shall remain unchanged and shall carry over into the successor agreement.

1. Article I – Recognition – Add a paragraph G as follows: "The rights and responsibilities conferred upon the parties pursuant to the Workplace Democracy Enhancement Act are hereby incorporated by reference as if fully set forth in this Agreement."
2. Article II – Sick Leave - Delete Paragraph L
3. Article II – Sick Leave – Paragraph M – The parties acknowledge that the Township has filed a scope of negotiations petition concerning the conversion of sick leave to vacation leave. If PERC holds that the conversion of sick leave to vacation leave is negotiable the parties agree to revise section M.2 to read: "The Employee shall utilize the sick days that have been converted into vacation days and shall not carry the converted vacation leave time into the next calendar year. Any unused converted time is lost. It is expressly agreed and understood that the Employee shall not be compensated for any unused converted time. It is further agreed and expressly understood that the employee shall not be compensated for any unused converted time at the time of retirement." If PERC holds that such conversion is not negotiable, Paragraph M shall be deemed unenforceable.
4. Article II – Sick Leave – Amend limit on cash out at Paragraph N, Section 2.d from "\$18,000.00" to "\$15,000."
5. Article III – Leaves of Absence - Revise last sentence of Paragraph B.1 to read: "An employee on an educational leave for more than ninety (90) days but less than one (1) year would be entitled to return to the same job title held at the time the leave commenced."
6. Article VI – Health and Welfare – Revise to add Paragraph 1.B, as follows: "In the event the employee is suspended without pay for 30 days or more the employee is responsible for payment of all premiums for health care coverage for the period of suspension. If the employee fails to pay the full amount of the premium, coverage will be terminated and the employee will be advised of his COBRA entitlement."

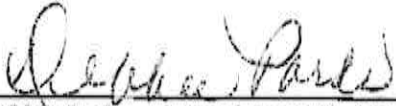
7. Article VIII – Uniform Allowance – The “Schedule C” referred to in Paragraph B shall be removed and replaced with the “Schedule A” proposed by the Township (attached).
8. Article IX – Wages – Revise Paragraph A, Increases, to read as follows: “The salaries of each employee shall be increased across the board on January 1 of each year as follows: effective and retroactive to January 1, 2022 - \$.75 per hour, effective and retroactive to January 1, 2023 - \$.75 per hour, effective January 1, 2024 - \$.75 per hour.” Schedule A shall be revised accordingly.
9. Article X – Work Week, Rest Periods, Overtime and Call-in Time – add the following language to Paragraph A: “During the period between Memorial Day and Labor Day, the Township will implement a ‘summer hour’ schedule which shall commence at 6:00 am and conclude at 2:00 pm, Monday through Friday, provided however, that two (2) members of the bargaining unit shall be required to staff the yard until 3:00 pm each day. The parties agree to develop an equitable schedule for this purpose.”
10. Article X – Work Week, Rest Periods, Overtime and Call-in Time – add the following language to Paragraph C.4: “For the purpose of this section, an employee is qualified for an overtime assignment if the employee has been trained to perform the duties assigned. If an employee is skipped due to a qualification determination, the skipped employee will be offered the next overtime assignment for which he/she is qualified.”
11. Article XIX – Termination and Extension of Agreement – revise to read “This Agreement shall be effective and remain in full force and effect from January 1, 2022 through December 31, 2024 or until a successor Agreement is executed.”
12. New Article – Part Time Employee (placement to be determined) -- add the following:
 - A. Part time employee means employees who work 20 hours or less per week
 - B. The following provisions apply to all part time employees:
 1. Sick Leave: Part time employees are entitled to prorated sick leave as provided to full time employees in Article II in accordance with N.J.S.A. 4A:6-1.3
 2. Holidays: Part time employees are not entitled to Holiday pay in Article V
 3. Personal Days: Part time employees are not entitled to Personal Days in Article III(A)(1), but are entitled to Jury Duty in Article III(A)(2) if the Jury Duty falls on a scheduled work day.
 4. Part time employees shall receive the benefits provided under Article III(A)(3), Article III(B)(1), (2) and (3), and Article III(C).
 5. Part time employees shall not receive the benefits set forth at Article VI
 - C. Part time employees shall pay union dues consistent with Article I

- D. The Township agrees that part time employees will not be used to replace full time employees and that the number of hours worked by part time employees shall not exceed sixty (60) hours per week. This limit shall not apply to seasonal employees.
- E. Part time employees will not be included on the overtime list.

13. New Article – Education (placement to be determined) - add the following:

- A. The Township will reimburse the employee tuition for job-related courses in specific trades or vocations determined as necessary and/or beneficial to the Township by the Township Administrator. To be eligible for reimbursement the course must be pre-approved by the Township Administrator and the employee must successfully complete the same. If the employee voluntarily separates from the Township within one year of the date the course is completed, the employee must pay the Township for 100% of the tuition paid by the Township. If the employee voluntarily separates after one year but prior to the two year anniversary of the date the course is completed the employee will have to reimburse the Township for 50% of the tuition paid by the Township.
- B. An employee who obtains a trade or technical license will receive differential pay in the amount of \$2.00 per hour if and when the Township assigns the licensed work to the employee, for the duration of the assignment.
- C. The tuition reimbursement program set forth in paragraph A above shall be available to all members of the bargaining unit subject to the limitations and requirements established.

For AFSCME Local 3304E


Debbie Parks, International VP, Assoc. Dir.

Dated:

For the Township of Little Egg Harbor


Rodney Haines, Township Administrator

Dated: 2/3/23

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWNSHIP OF LITTLE EGG HARBOR

&

AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL
EMPLOYEES, NEW JERSEY, LOCAL 3304E
(BLUE COLLAR)

January 1, 2022- December 31, 2024

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PREAMBLE

The Contract made between the Township of Little Egg Harbor (hereinafter referred to as the "Employer") and AFSCME NJ, American Federation of State County and Local Municipal Employees, AFL-CIO Majority Representative, and its affiliated Local, (hereinafter referred to as the "Union") covering Employees in the designated unit, has as its intent and purpose the promotion of harmonious employee relations between the employer and employees represented by the Union; the establishment of equitable and peaceful procedures for the amicable resolutions of all disputes and grievances and determination of wages, hours of work and other terms and condition of employment.

As the Employer recognizes the Union; it is the responsibility of the Employer to promptly forward all new hire, disciplines/grievances, promotions, etc., to AFSCME NJ as the Majority Representative to 1373 Chews Landing Clementon Rd., Laurel Springs, NJ 08021 or fax (856) 512-2193 and the Local 3304E.

American Federation for State, County and Municipal Employees, AFSCME NJ, reserves the right to begin negotiations six months prior to the expiration date of the current contract.

ARTICLE I
RECOGNITION

A. The Employer hereby recognizes the Union, as the bargaining agent for the purpose of establishing salaries, wages, hours and other specified conditions of employment for all permanently appointed full-time employees in the Public Works Department, other than Supervisory Titles, including but not limited to Laborers, Truck Drivers, Truck Drivers Heavy, Mechanic Helpers, Mechanics, Diesel Mechanics, Gardeners, Sign Makers, and Building Maintenance Workers/Repairers.

B. The Employer agrees to deduct monthly union membership dues from the pay of those Employees who individually request in writing that such deduction be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all Employees shall be remitted to the Treasurer of the Union together with a list of the names of all members for whom the deductions were made by the tenth (10th) of the succeeding month after each deduction is made.

C. An Employee in the Bargaining Unit on the effective date of this agreement who does not join the Union within ninety (90) days thereafter, any new Employee who does not join within ninety (90) of initial employment within the Unit and any Employee previously employed within the Unit who does not join within ten (10) days of re-entry into employment within the Unit shall, as a condition of employment pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an

amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority Representative of the Employees in the Unit, provided that no modification is made in the provisions by a successor agreement between the Union and the Employer. For the purposes of this provision, Employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

D. The following employees, except as otherwise set forth above, are specifically exempted from eligibility for representation by the Union and are not covered by this Agreement: all managerial, executive, confidential, and supervisory employees within the meaning of the New Jersey Public Employer-Employee Relations Act; all professional employees; all law enforcement officers of the Little Egg Harbor Township Police Department; casual employees; temporary employees; all other employees.

E. Union acknowledges that the Township is regulated by the State of New Jersey, Department of Personnel (DOP) and, consequently, employees will be subject to applicable rules and regulations of DOP.

F. For purposes of this Agreement, a "full-time" employee is defined to mean an employee who regularly works 35 or more paid hours per week, who is represented by Union, and who is entitled to all or a portion of the benefits contained in this collective bargaining agreement. A "part-time" employee is defined to mean an employee who regularly works 29 hours per week or less and shall be covered by the contract as provided by Article XIX. A "casual employee" is an employee who works intermittently and/or regularly less than 8 paid hours per week.

G. The rights and responsibilities conferred upon the parties pursuant to the Workplace

Democracy Enhancement Act are hereby incorporated by reference as if fully set forth in this Agreement.

ARTICLE II

SICK LEAVE

A. Sick leave shall be defined as the absence of an Employee from duty because of non-occupational related illness, accident, injury, disability or exposure related to a contagious disease, or an absence, for a reasonable period of time, due to the serious illness or injury of a member of the Employee's immediate household. Sick leave cannot be used in increments of less than half an hour without prior approval of their supervisor.

B. Employees shall be entitled to the following annual paid sick leave benefits:

1. New permanent full-time employees shall only receive one working day for the initial month of employment if they begin work on the 1st through the 26th day of the calendar month. Employees who begin work after the 26th day of the month shall not be credited with any sick time for that month. After the initial month of employment and up to the end of the first calendar year (i.e., December 31st), full-time Employees shall receive one working day after each month of service.

2. Thereafter, at the beginning of each calendar year (i.e., January to December) in anticipation of continued service, employees shall receive 16 working days. (1 1/3 days per month) annually as sick leave time.
- C. A covered Employee who does not utilize his or her annual sick leave or any part thereof may accumulate such unused sick leave time from year to year.
- D. An Employee who exhausts all paid sick leave time in any one year shall not be credited with additional paid sick leave time until the beginning of the next calendar year except when an Employee qualifies as the recipient of sick leave through the Donated Leave Program.
- E. Paid sick leave time shall not accrue during any period of suspension or during any leave of absence without pay of thirty (30) calendar days or more of absence from work (except during a military leave, furlough extension leave, voluntary furlough, or approved leave under the Family & Medical Leave Act or Family Leave Act).
- F. Sick leave credits shall not accrue after an Employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation leave or other paid leave, including terminal leave.

G. Should an Employee be separated for any reason from employment with the Township without having earned any used sick leave, he or she shall have the unearned portion deducted from his or her final paycheck on a prorated monthly basis.

H. If an Employee is absent for reasons that entitle him/her to sick leave, the Employee's immediate supervisor shall be notified promptly not later than his/her usual reporting time. In cases of emergency, the Employee shall notify his/her immediate supervisor as soon as reasonably practicable and shall submit a time-off request form on the day he/she returns to work.

(1) Failure to so notify the supervisor may be the cause of denial of the use of sick leave for the absence and may constitute cause for disciplinary action.

(2) Absence without notice and approval for five (5) consecutive days shall constitute a resignation not in good standing.

I. In the event of an absence for three (3) or more consecutive workdays, the Township Administrator or Department Head may require proof of illness, accident, disability, injury or disease from Employee when Employee uses sick leave time. Abuse of sick leave may be cause for disciplinary action. In all cases of reported illness, accident, disability, injury or disease, the Township reserves the right to direct Employee to submit to examination by a Township designated physician at the Township's expense as a condition of the Employee's continuation of sick leave or return to work. Any Employee required to submit to an examination shall not be required to travel to a

physician's office which is located more than thirty (30) miles from the Employee's home except in cases where the Employee is required to be examined by a specialist.

J. Any Employee using paid sick leave shall be homebound and/or bound to actions related to their immediate care during the scheduled work shift.

1. "Homebound" shall be defined as within the employee's own primary residence, or in the care of a family member or paramour rendering care and comfort.

2. "Actions related to their immediate care" shall include, but not be limited to, medical treatment, attending medical doctor appointments, the filling of prescriptions or other actions related to the immediate cause of the employee's illness.

The Employee shall not engage in any other work or employment during the sick leave period.

K. Should an Employee be absent in an unauthorized manner, Employee may be subject to disciplinary action. Examples of "unauthorized absence" include feigning illness or injury, deceiving a physician as to medical condition, and violating any provisions concerning the reporting of sickness or illness.

L. An Employee, with 10 or more years with the Employer, may convert up to ten (10) sick leave days annually into not more than ten (10) vacation days in accordance with the following conditions:

1. The request may be approved or disapproved at the discretion of the Employee's Department Head. Such approval shall not be unreasonably denied.
2. The Employee shall utilize the sick days that have been converted into vacation days and shall not carry the converted vacation leave time into the next calendar year. Any unused converted time is lost. It is expressly agreed and understood that the Employee shall not be compensated for any unused converted time. It is further agreed and expressly understood that the employee shall not be compensated for any unused converted time at the time of retirement¹
3. Requests to use approved converted vacation leave time shall be made in the same manner as regular vacation leave time.
4. Approval for the conversion shall not be granted unless the Employee's sick leave bank contains at least thirty (30) days after deducting the number of days proposed for conversion.
5. The conversion shall not be granted unless Employee first uses all of his or her regular vacation leave time.

M. **SUPPLEMENTAL COMPENSATION UPON SEPARATION.**

1. Employees hired prior to June 1, 1999, shall be entitled to supplemental compensation upon separation from the Township for earned, unused sick leave time in accordance with the following provisions:
 - a. In order to be eligible for supplemental compensation an Employee shall have been regularly employed by Employer for not less than ten (10)

¹ As of March 1, 2023 PERC is reviewing whether the conversion of sick leave to vacation leave is mandatorily negotiable. The parties recognize and agree that as a result of PERC's decision, Paragraph L could be rendered unenforceable in whole or in part.

years.

- b. Employees who are removed for cause as the result of criminal conviction or as the result of an agreement with a county, state or federal prosecuting agency to resign or retire in lieu of criminal prosecution arising out of work related matters shall not be eligible for supplemental compensation.
- c. In the case of an Employee who would be eligible for supplemental compensation but who dies prior to formally separating from Employer, the estate of the deceased Employee shall be eligible to receive the supplemental compensation payment as if the Employee had separated regularly. Payment in such a case shall be made to the Employee's estate within sixty (60) days from the date Employer receives notice of the Employee's death.
- d. The supplemental compensation shall be computed at the rate of 75% the Employee's daily rate of pay for each day of earned and unused accumulated sick leave time at the effective date of separation. The daily rate shall be based upon the Employee's then current rate of pay prior to the effective date of separation.
- e. In lieu of the supplemental compensation provided for above, an Employee may elect to convert all of his or her earned unused sick leave time to terminal leave leading up to Employee's separation from Employer. Employee shall provide notice of this election to Employer at least sixty (60) calendar days prior to the date of

separation, but in no case shall such notice be less than the number of terminal leave days plus sixty (60) calendar days.

- f. Overtime pay and other supplemental pay shall be excluded from the computation.
- g. Payment of supplemental compensation upon separation shall in no way affect any pension or retirement benefits for which a retired Employee is eligible.

2. Employees hired on or after June 1, 1999 and before January 1, 2013, shall be entitled to supplemental compensation upon separation from the Township for earned, unused sick leave time in accordance with the following provisions:

- a. In order to be eligible for supplemental compensation an Employee shall have been regularly employed by Employer for not less than ten (10) years.
- b. Employees who are removed for cause as the result of criminal conviction or as the result of an agreement with a county, state or federal prosecuting agency to resign or retire in lieu of criminal prosecution arising out of work related matters shall not be eligible for supplemental compensation.
- c. In the case of an Employee who would be eligible for supplemental compensation but who dies prior to formally separating from Employer, the estate of the deceased Employee shall be eligible to

receive the supplemental compensation payment as if the Employee had separated regularly. Payment in such a case shall be made to the Employee's estate within sixty (60) days from the date Employer receives notice of the Employee's death.

- d. The supplemental compensation shall be computed at the rate of 50% the Employee's daily rate of pay for each day of earned and unused accumulated sick leave time at the effective date of separation up to a maximum of \$15,000.00. The daily rate shall be based upon the Employee's then current rate of pay prior to the effective date of separation. The supplemental compensation shall not exceed \$15,000.00.
 - e. Overtime pay and other supplemental pay shall be excluded from the computation.
 - f. Payment of supplemental compensation upon separation shall in no way affect any pension or retirement benefits for which a retired Employee is eligible.
3. Employees hired on or after January 1, 2013, shall be entitled to supplemental compensation upon Retirement from the Township for earned, unused sick leave time in accordance with the following provisions:
- a. Retirement from the Township means the Employee has applied for and been granted a retirement from the New Jersey State

administered pension and retirement system and the receipt of immediate benefits from said pension and retirement system.

- b. In order to be eligible for supplemental compensation an Employee shall have been regularly employed by Employer for not less than ten (10) years.
- c. Employees who are removed for cause as the result of criminal conviction or as the result of an agreement with a county, state or federal prosecuting agency to resign or retire in lieu of criminal prosecution arising out of work related matters shall not be eligible for supplemental compensation.
- d. In the case of an Employee who would be eligible for supplemental compensation but who dies prior to formally separating from Employer, the estate of the deceased Employee shall be eligible to receive the supplemental compensation payment as if the Employee had separated regularly. Payment in such a case shall be made to the Employee's estate within sixty (60) days from the date Employer receives notice of the Employee's death.
- e. The supplemental compensation shall be computed at the rate of 50% the Employee's daily rate of pay for each day of earned and unused accumulated sick leave time at the effective date of separation up to a maximum of **\$7,500.00**. The daily rate shall be based upon the Employee's then current rate of pay prior to the

effective date of separation. The supplemental compensation shall not exceed \$7,500.00.

- f. Overtime pay and other supplemental pay shall be excluded from the computation.
 - g. Payment of supplemental compensation upon separation shall in no way affect any pension or retirement benefits for which a retired Employee is eligible.
4. Unless an Employee gives one year notice of the intention to retire, payment of the sick leave buy back at retirement as otherwise set forth in the contract, shall be paid in the following year's budget cycle, unless the Township in its sole and exclusive discretion is satisfied it is a fiscally sound decision to pay the benefits out of the current year's budget. This clause is solely intended to address Township fiscal concerns and has no impact or application to time and notice requirements for retirement under the New Jersey State Pension System.

ARTICLE III

LEAVES OF ABSENCE

A. **PAID LEAVE:** Paid leaves of absence shall be allowed by the Employer for the benefit of full-time Employees, in accordance with the following conditions:

- 1. **PERSONAL LEAVE:** Employees shall be entitled to sixty-four (64) hours paid personal leave per annum, non-cumulative. No reason need be given other than said days are being taken under this Article. Except in cases of

emergency, an Employee shall give 3 calendar days advance notice of his or her intent to use said personal leave. When an Employee provides at least thirty (30) days' notice of intent to use personal leave, the Employee's immediate supervisor or Department Head, as the case may be, shall approve or disapprove the request within seven (7) business days. Such approval shall not be unreasonably denied.

2. **JURY DUTY:** Employees shall be granted a leave of absence when required to report for jury duty and shall be paid the difference between any compensation received for jury duty and Employee's regular pay, based upon a forty (40) hour work week, for the period of jury duty.

3. **WORK RELATED INJURY OR DISABILITY:** An Employee who suffers an occupational illness or injury approved by Employer's workers compensation insurer, which prevents the Employee from performing his or her duties, shall be entitled to a paid leave of absence at full regular pay for the period s/he is unable to perform his or her duties, to an accumulated maximum of six (6) months per incident/injury. During this period of time, all temporary disability payments received by the employee under the provisions of the Workers Compensation Act shall be paid over to Employer. Employees shall not be eligible for a leave of absence with pay as specified in this section until the Employee has worked one hundred twenty (120) continuous calendar days. In such circumstances the newly hired employee shall be entitled only to the compensation required by the Workers Compensation Act.

4. An employee who utilizes leave pursuant to subparagraphs (A) (1), (3), or(4),

above shall not be employed elsewhere or for another employer for any reason during such leave.

B. UNPAID LEAVE OF ABSENCE

1. **EDUCATION:** After completion of one year of employment, full-time Employees may, upon written request, be granted a leave of absence, without pay, for educational purposes. The Employer shall have the right in its discretion to determine what constitutes educational purposes and to establish the terms and conditions of the leave. An employee on an educational leave for more than ninety (90) days but less than one (1) year would be entitled to return to the same job title held at the time the leave commenced.
2. **FAMILY LEAVE:** Employees shall be eligible for unpaid "family leave" or "medical leave" in accordance with State and Federal statutes and

regulations ("Family Leave Act" and "Family and Medical Leave Act"). Employees may coordinate use of available paid leave in conjunction with the rights accorded under the state and federal laws.

3. The Township Committee may grant and approve other unpaid leaves of absence upon such terms and conditions as may be approved by the Township Committee.

C. **MILITARY LEAVE**- Employees who are in the military service shall be entitled to paid leave when so required by state and federal statutes. Leave for reserve duty, training or other military duty may be granted by the Township Committee upon such terms and conditions which are not inconsistent with state and federal law. All requests for military leave must be made as soon as possible or within seventy-two (72) hours after receipt of orders.

ARTICLE IV

VACATION

- A. Effective January 1, 2002, Employees shall be entitled to the following annual vacation leave, with pay:

ELIGIBILITY

1. New permanent, full-time employees shall only receive one working day (i.e., 8 hours) for the initial month of employment if he or she begins work on the 1st through the 26th day of the calendar month. Employees who begin

work after the 26th day of the month shall not be credited with any vacation time for that month.

2. After the initial month of employment and up to the end of the first calendar year (i.e., December 31st), Employees shall receive one working day after each month of service. Thereafter, Employees shall receive annual paid vacation leave as follows:

- (a) From the beginning of the first full Calendar year of employment to the end of the third full calendar year of employment: 12 days
- (b) From the beginning of the fourth full Calendar year of employment to the end of the sixth full calendar year of employment: 15 days
- (c) From the beginning of the seventh full Calendar year of employment to the end of the tenth full calendar year of employment: 20 days
- (d) From the beginning of the eleventh full calendar year of employment to the end of the fourteenth full calendar year of employment: 25 days
- (e) From the beginning of the fifteenth full calendar year of employment and thereafter: 30 days

3. Covered Employees shall be credited their annual vacation leave at the beginning of each calendar year, in anticipation of continued service, commencing on January 1st of their first full calendar year of employment.

B. Vacation leave shall be scheduled based upon the needs of the Public Works Department. Seniority shall be considered in the decision to approve vacation time in accordance with the following procedures. Employees may submit requests for vacation for a given year by filing requests electronically through the LEHT internal scheduling system. Such requests may be submitted any time on and after January 2nd of each year.

1. Requests for vacation time periods between January 1st and March 31st will be handled on a first come first served basis and responded to within 14 days of receipt of the request. If two or more requests are received on the same day, the more senior request will be given priority.

2. Requests for vacation time periods April 1st and after (includes summer vacation), which requests are received prior to April 1st, shall be announced on April 1st, or the next following work day. Requests for the April 1st to December 31st period for vacations shall take seniority into consideration in approving the requests. Once the vacation requests are approved by the Superintendent of Public Works, they will not later be bumped or changed from the approved vacation time because a more senior employee, thereafter requests the same vacation time period.

3. Requests for vacation time periods, submitted later in the year, beyond the procedure set out in section 2 above, will be acted upon within 14 days of receipt, based upon availability.

C. An Employee may request to receive his or her paycheck for the dates of the vacation leave on the pay cycle immediately preceding the scheduled vacation.

D. Should an employee be laid off by the Township or retire within the meaning of the state administered retirement pension system and receive immediate benefits from the retirement pension system, he or she shall be compensated for unused earned vacation leave time. Upon the death of a covered Employee, unused earned vacation leave shall be paid to the estate of the deceased Employee. Vacation leave is considered earned on a monthly basis even though the leave time may be credited on January 1st of each year.

E. An Employee who exhausts all paid vacation leave in anyone year shall not be credited with additional paid vacation leave until the beginning of the next calendar year.

F. Vacation leave time shall not accrue and is not included in calculating years of continuous service during any period of suspension or during any leave of absence without pay of thirty (30) calendar days or more of absence from work (except during a military leave, approved leave under the Family & Medical Leave Act or Family Leave Act, furlough extension leave, or voluntary furlough).

G. Vacation leave credits shall not accrue after an Employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other paid leave, including terminal leave.

H. A covered Employee may annually request that Employer reimburse Employee at a straight time rate of pay for unused earned vacation leave time. Under said policy Employee may be reimbursed for not more than one year (i.e., 12 days) of unused earned vacation leave time in the discretion of the Employer.

- I. Should an Employee be separated from employment with the Township for any reason without having earned any used vacation leave, he or she shall have the unearned portion deducted from his or her final paycheck on a pro-rated monthly basis.
- J. An accumulation of up to one (1) year unused vacation time may be carried from the year earned to the next year. Thereafter, prior year's unused vacation leave time is forfeited.
- K. Regular part-time Employees shall be entitled to pro-rated vacation leave.
- L. Vacation leave cannot be used in increments less than half an hour without prior approval of their supervisor.

ARTICLE V

HOLIDAYS

A. **HOLIDAYS RECOGNIZED AND OBSERVED.** The following days shall be recognized and observed as paid holidays:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day
Friday following Thanksgiving
Christmas Day
Floating Holiday

B. **ELIGIBILITY REQUIREMENTS:** Employees shall be eligible for holiday pay under the following conditions:

1. To be eligible for holiday pay, the employee must work the scheduled work day prior to and after the holiday, unless the employee calls out pursuant to the normal sick time procedure and produces a doctor's note upon return to work covering the particular date before or after the holiday.
2. If the holiday falls during an Employee's scheduled vacation, the employee shall either be paid for the holiday or shall be given an additional vacation day.
3. Holidays falling on a Saturday will be observed on the preceding Friday and holidays falling on a Sunday will be observed on the following Monday.

C. **HOLIDAY PAY** - Eligible Employees shall be paid their base pay multiplied by eight (8) hours for each paid holiday. If an Employee is called in to perform unscheduled work on any holiday he/she shall be paid two times the regular hourly rate of pay for a minimum of two (2) hours in addition to the Employee's holiday pay.

ARTICLE VI

HEALTH & WELFARE

1. **COVERAGE** - Employer will provide medical and hospitalization coverage, prescription drug coverage, dental coverage and vision coverage as set forth in this Article to full-time Employees, the covered Employee's spouse (civil union partner) and the covered Employee's eligible dependents subject to the following provisions:

A. Employees covered by this Agreement shall contribute, through the withholding from their pay, salary, or other compensation, toward the cost of health care benefits coverage for the employee and any dependent provided coverage pursuant to Chapter 78 P.L. 2011, by payment of the statutory applicable percentage of salary or percentage of cost of insurance, in an amount that shall be determined in accordance with section 39 of Chapter 78 P.L. 2011. The employees' contribution to their health insurance costs is an integral part of the obligation by the Township to provide such health care coverage. At the conclusion of this contract, the employees preserve the right to seek to negotiate with the employer for a lower rate of health insurance contribution.

- B. In the event the employee is suspended without pay for 30 days or more the employee is responsible for payment of all premiums for health care coverage for the period of suspension. If the employee fails to pay the full amount of the premium, coverage will be terminated and the employee will be advised of his/her COBRA entitlement.

2. **RETIREMENT:** Employer agrees to pay the premiums (absent mandatory contributions) related to providing medical and hospitalization coverage, prescription drug coverage, dental coverage and vision coverage for an Employee, Employee's spouse and Employee's eligible dependents provided the Employee has retired after 25 years or more of service credit in a State or locally administered retirement system and a minimum period of service of 20 years with Employer at the time of retirements; or has reached the age of 62 and retires with a minimum period of 15 years with Employer; or has retired on a disability pension, such retirement benefits to be provided in accordance with the provisions set forth below:

- A. In accordance with the provisions of Chapter 78 P.L. 2011, except as provided for in paragraph 2B herein below, all employees covered by this Agreement shall contribute, through the withholding of the contribution from their monthly retirement allowance, toward the cost of health care benefits coverage for the employee in retirement and any dependent provided pursuant to N.J.S.40A:10-16 et seq., unless the provisions of subsection c. of this Chapter 78 P.L. 2011 Section 42 apply, in an amount that shall be determined in accordance with Section 39 of Chapter 78 P.L 2011 by using the percentage applicable to the range within which the annual retirement allowance, and any future cost of living adjustments

thereto, falls. The retirement allowance and any future cost of living adjustments thereto, will be used to identify the percentage of the cost of coverage.

- B. As provided by the provisions of Chapter 78 P.L. 2011 Section 42 for employees who retired between January 1, 2001 and June 28th, 2011 as well as any active employees covered by this agreement who have 20 years or more of creditable service in one or more State locally-administered retirement systems as of June 28th, 2011, the effective date of Chapter 78, P.L. 2011, the Employer agrees to pay all of the premiums related to providing medical and hospitalization coverage, prescription drug coverage, dental coverage and vision coverage for the Employee, Employee's spouse and Employee's eligible dependents provided that the Employee has retired after 25 years or more of service credit in a State or locally administered retirement system with a minimum period of service of 20 years with the Employer at the time of retirement; or who has reached the age of 62 years and retires with a minimum period of service of 15 years with Employer on June 28th, 2011; or who has retired on a disability pension.
- C. The benefit set forth in paragraph 2 (and all subsections) shall not apply to former employees who retired on or before January 1, 2001.
- D. This benefit shall terminate when the retired Employee or the spouse, in the case of spousal coverage, becomes eligible for Medicare.

- E. A retired Employee's entitlement to all or any part of the health insurance coverage provided to non-retired Employees shall be limited to the coverage, including, but not limited to, the deductibles, co-payments, and out-of-pocket limits, contained in the health care insurance plans of the same type provided to Employees who have not retired.
- F. Union agrees that the provisions pertaining to retiree health insurance benefits contained herein shall be renegotiated in the event the EEOC and/or a court of competent jurisdiction determines that the pertinent contract language violates the ADEA or other federal or state law. Union waives any and all claims against Employer, known or unknown, under the ADEA and/or other applicable federal or state law in regard to the "Medicare bridge" retiree health insurance benefits provided for in this agreement.
- G. It is the intention of the parties that the bar to union representation and collective bargaining agreement coverage pertaining to provisional employees shall not include full-time employees who already have permanent status in the career service with Employer. For example, an employee who is regularly appointed to a title and subsequently is provisionally promoted pending promotional procedures would still be entitled to union representation and collective bargaining agreement coverage. However, a newly hired employee who is hired provisionally within the competitive division of the career service would not be entitled to union representation or collective bargaining agreement coverage until the future date of regular appointment or expiration of the six month ineligibility

period contained in this Article in paragraph C.

3. **CHANGE IN INSURANCE PLANS** - Employer reserves the right to change health insurance carriers, health care insurance plans or groups, and to make modifications to the aforesaid health care insurance plans from time to time as it appears to be in the best interest of the Employer provided, however, that there is no reduction in the level of benefits that are in effect and Employer provides Union forty-five (45) days' notice in advance of such change(s). At the time of notice Employer shall provide Union with the plan documents of both the in-force insurance and the proposed plan. Thereafter, in the case of any new health care insurance plan said plan shall provide equivalent or better coverage than the predecessor plan.
4. **PLAN SUMMARY** - A plan summary chart listing the deductibles and other key features are available upon request from the Township Administrator. Upon request, the Township Administrator will provide to the Union a copy of the master contract with the health care insurance carrier.
5. **COST CONTAINMENT**: Union and Employer recognize the rising costs related to health care in general and to health care insurance in particular. In order to help contain these rising costs and ensure the Employer's ability to continue providing Employees health care insurance, Employees agree to the following cost containment measures:
 - A. Any Employee who retires after January 1, 2001, shall be ineligible for the health care coverage provided for in this Article in the event that the retired Employee or retired Employee's spouse is employed by or retired from the State of New Jersey, Township of Little Egg

Harbor (as to retired Employee's spouse), Little Egg Harbor Township Municipal Utilities Authority, Little Egg Harbor School District, Pinelands Regional School District or any other employer and is entitled to health care insurance comparable to the health care insurance offered by Employer (Township). In any circumstance where the other health care insurance does not include one or more of the types of coverage offered by Employer (i.e., medical and hospitalization, prescription drug, dental, or vision), the retired Employee shall be entitled to enroll in Employer's plan for that type of coverage. For example, if a spouse's coverage includes medical and hospitalization and prescription drug coverage, but not dental and vision coverage, the retired Employee will be entitled to enroll in Employer's dental and vision plans. In the event Employee's spouse becomes ineligible for health care insurance provided by his or her employer or through his or her retirement, Employee shall be eligible to re-enroll in Employer's plans as provided for in this Article.

- B. It is understood and agreed by the parties that the continual rising costs of healthcare insurance are of great importance and concern, and that efforts must be undertaken by the Township and the Union to ensure that such costs are contained. To accomplish and facilitate the above stated goal of containing and reducing health care costs, it is expressly agreed between the parties that should there be an agreement between the Township and all collective bargaining units and all other participants in the plan for

establishment and utilization of costs savings plan on the costs of any health care premium, the parties shall agree to reopen the collective bargaining agreement on Health Insurance without opening any other portion of the collective bargaining agreement.

ARTICLE VII

SENIORITY

A. Seniority for purposes of matters not regulated or controlled by the State of New Jersey Department of Personnel means an Employee's length of continuous service with the Employer from the date of the Employee's anniversary date of hire.

B. Except as otherwise provided for by and in accordance with Sub-Chapter 5 of Chapter 4 of Title 4A of New Jersey Administrative Code, all regular appointments to a title in the career service shall be subject to a working test period of ninety (90) days, which may not be extended. The working test period shall begin on the date of regular appointment and shall not include any time served by an Employee under provisional, temporary, interim or emergency appointment.

C. An Employee may be separated for unsatisfactory performance at the end of the working test period and may be disciplined during the working test period.

D. **LAYOFFS** - Employer may institute layoff actions for economy, efficiency or other related reasons. In such cases, the procedures for layoffs and Employee layoff rights shall be as set forth in Chapter 8 of Title 4A of the New Jersey Administrative Code.

ARTICLE VIII

UNIFORM ALLOWANCE

- A. **UNIFORM ALLOWANCE** - The Township will pay each employee \$200 in April and \$200 in October for each year of the contract, beginning with April 2017. This provision is not retroactive, except for the 2017 year. Employees will receive a boot allowance of \$200 in April for each year of the contract. This provision is not retroactive except for 2017. The clothing schedule is amended to eliminate work boots, and one pair of work gloves is added.
- B. **UNIFORMS** - No later than September 30th of each year, all employees shall receive the uniforms provided by the Employer in accordance with Schedule "C" of this Agreement.
- C. **DRESS CODE** - During working hours every Employee shall be responsible for wearing the uniforms provided by the Employer. The appearance of the Employee's uniform will be appropriately neat and clean. If an Employee is not in appropriate uniform he/she will be sent home to change into the uniform and be docked for the lost time.

ARTICLE IX

WAGES

- A. **Increases** - The salaries of each employee shall be increased across the board on January 1 of each year as follows: effective and retroactive to January 1, 2022 - \$.75 per hour, effective and retroactive to January 1, 2023 - \$.75 per hour, effective January 1, 2024 - \$.75 per hour. Schedule A shall be revised accordingly.
- B. **Salary Guide-** The salary guides effective in all years of the contract and reflective of the above increases are attached hereto as Schedule A.

C. **Placement and Advancement-** The attached Schedule A reflects the agreed upon placement and advancement of existing employees of the Township upon the guide. The Township will move unit employees, Ryan DeForge, Matt Frost and Dan Schnepf from the title of Laborer 1 to Heavy Truck Driver effective 2/18/2021.

D. The Township reserves its right to place a new hire above the minimum starting salary on the salary guide, if the employer finds it necessary to attract the sought after new hire to fill a special need based upon experience or training not possessed by current employees, but met by the new hire's experience, training and education. However, such starting salary shall not exceed the existing lowest salary at the time of the hire for a member of the unit with the same title.

E. Exhibit B of the expired contract will be eliminated and all of the duties set forth on Schedule B of the 2013-2015 Collective Bargaining Agreement were incorporated into the job responsibilities of the salary guides set forth in the exhibits attached to the previously expired agreement. New Schedule A lists the Titles for each member of the unit.

D. **LONGEVITY** - Longevity was eliminated during the 2009-2012 collective bargaining agreement. At that time, any employee who was eligible for Longevity had same rolled into base pay. Longevity steps were eliminated in 2011, and there is no longevity paid.

E. **DIFFERENTIAL PAY** - With the exception of the duties listed below, Schedule C of the 2013-2015 CBA will be eliminated and all duties set forth thereon are incorporated into the job responsibilities of the Salary Guides set forth as Exhibit A. The following stipends shall remain, however, Truck Drivers and Truck Drivers Heavy, are not entitled to receive Out of Title truck driving pay, but are entitled to receive the snow plowing/salting stipend, heavy equipment usage and acting supervisor stipend:

- Snow/salt plowing or salting with a truck or other vehicle- \$1/Hr
- Out of title heavy equipment usage (tractor, loader, etc.)- \$1/Hr
- Out of Title truck driving (sanitation, recycling, leaf collection)- \$1.50/Hr
- Acting Supervisor (in full day increments only)- \$20/day
- Road/Pipe work- \$1.5/Hr (effective 2/18/2021)

F. **Pesticide License**- Pesticide license- If the Employer utilizes an individual employee's pesticide license for spraying, the employer will reimburse him/her \$500 for the year.

ARTICLE X

WORK WEEK, REST PERIODS, OVERTIME AND CALL IN TIME

A. **WORK WEEK:**

1. The eight hour paid work day shall include two fifteen minute breaks and a half hour lunch. The standard work day shall be 7am to 3pm, Monday to Friday. The employer reserves the right to schedule employees at different

hours as times and conditions may warrant. The regular work week is 40 hours, not "or more."

2. During the period between Memorial Day and Labor Day, the Township will implement a 'summer hour' schedule which shall commence at 6:00 am and conclude at 2:00 pm, Monday through Friday, provided however, that two (2) members of the bargaining unit shall be required to staff the yard until 3:00 pm each day. The parties agree to develop an equitable schedule for this purpose.

B. **REST PERIOD:** Work schedule for Employees shall provide for a fifteen-minute rest period during each one-half shift. The rest shall be scheduled at the middle of each one-half shift when feasible.

C. **OVERTIME:** Overtime shall be defined as any paid time worked in excess of a regular forty (40) hour work week.

1. Overtime shall be paid at one and one-half times the Employee's base pay and shall be paid in the form of cash payment and not compensatory time. All paid time shall be used to compute eligibility for overtime.
2. The Employer shall make reasonable efforts to assign overtime work on the basis of an equal distribution of all Employees working within the same job classification.
3. In order to meet the demands of work, Employees may be required to work a reasonable amount of overtime in excess of the normal workweek.
4. Except in the case of an emergency, there shall be a rotating list of seniority utilized. The Township will start at the top of the list of qualified persons and will call down the list until an employee is found who will work the overtime. For the

next overtime assignment, the Township will begin calling from the list with the person immediately below the person who last worked the overtime. If after exhausting the list, no volunteer(s) is found for an overtime assignment, the Township retains the right to assign the overtime beginning with the least senior person. For the purpose of this section, an employee is qualified for an overtime assignment if the employee has been trained to perform the duties assigned. If an employee is skipped due to a qualification determination, the skipped employee will be offered the next overtime assignment for which he/she is qualified.

5. If an Employee is called in on his/her scheduled day off, said employee shall be paid at time and one-half (1.5x).
6. If an employee is called back to work while on vacation or on a personal day because of an emergency, the Employee shall have the specific vacation day he/she was called in and worked on reinstated to his/her unused vacation days and the Employee shall be paid for any hours worked at the rate of time and one-half (1.5x).
7. Employees who are designated as trainers shall be paid \$1.00 per hour during such time he/she is actually training another employee at the direction of the Department Head.
8. If the Township requires an Employee to operate a vehicle which requires the utilization of a medical card, then the Township shall reimburse the Employee for the costs associated with the medical card. However, the Township shall not reimburse an Employee simply for obtaining the medical card. The Township will reimburse for the cost of the CDL License renewal.
9. There shall be a two week notice for any change in work schedules.

D. **MEAL ALLOWANCE:** After twelve (12) hours of continuous work (8 regular hours + 4 overtime hours), Employees shall receive a \$20.00 meal allowance plus a thirty minute rest period. Employees shall receive an additional \$20.00 meal allowance for every continuous four hours of overtime, thereafter.

E. **CALL IN TIME**

1. Employee called in to work outside his/her scheduled shift shall be paid a minimum of two hours at one and one-half times the regular hourly rate of pay, commencing with the time the Employee received the phone call.
2. Call in pay on holidays shall be provided for in Section 3 of Article V of this agreement.
3. All employees shall maintain a legitimate, working contact number and shall provide said contact number to the Superintendent of Public Works. In the event a snow event or "snow emergency" is predicted by a legitimate weather forecasting service, the Superintendent of Public Works and the Township Administrator shall determine the number of Employees that shall be reasonable deemed necessary to handle the event. Such determination shall be made 72 hours prior to the predicted event. Superintendent of Public Works shall notify the number of Employees deemed needed to work for the Township to handle the event 72 hours prior to the predicted event, in order of seniority. If a contacted Employee has a legitimate excuse, including but not limited to a pre-scheduled vacation, the Superintendent shall determine, in his reasonable discretion, as to whether the Employee

shall be excused from being placed on the "on-call" list. If the predicted event occurs and the "on-call" list is utilized, Employees shall be expected to be able to be contacted and able to report for work, unless a sudden emergency, including but not limited to death in the family or serious illness, has occurred.

ARTICLE XI

GRIEVANCE PROCEDURE

A. Any grievance or dispute arising between the Union and the Employer with respect to the application, meaning or interpretation of the provisions contained in this Agreement, or in the written policies or administrative decisions of the Employer, shall be settled in the following manner:

STEP 1: Employee, or Employee's duly designated representative at the request of the Employee, shall take up the grievance with the Employee's immediate supervisor by filing a written grievance within ten (10) working days from the date of the occurrence giving rise to the grievance or the date Employee should reasonably have known of the grievance. Failure to file the written grievance within said period of time shall be deemed an abandonment of the grievance and there shall be no further appeal or review. The Department Head shall attempt to adjust the grievance informally but shall respond in writing to the Employee or Union within five (5) working days after receiving the grievance.

STEP 2: If Employee's grievance is not resolved at Step 1 by the Department Head or if no response is provided by the Department Head within the time allowed, the grievance may be presented in writing to the Township Administrator within seven (7) calendar days from the date Employee receives the response of the Department Head or should have received same in the event no response was provided. The Township Administrator shall meet with the Union Steward at a special meeting within ten (10) working days of the receipt of the grievance by the Township Administrator and shall reply in writing to the grievance within 5 working days after the meeting. Failure to file an appeal with the Township Committee within seven (7) shall constitute an abandonment of the grievance by the Employee and the Union.

STEP 3:

- a. If Employee's grievance is not resolved at Step 2 by the Township Administrator within the time allowed, the Union shall have the right to binding arbitration in accordance with the provisions of this Agreement by filing a request for binding grievance arbitration with the Public Employment Relations Commissions (PERC) within thirty (30) working days from the date Employee receives the Township Administrator's response. If no response is received by the Township Administrator, the grievance shall be deemed to be granted and the remedy requested shall be granted.

- b. PERC, in accordance with its rules and regulations, shall be requested to arrange for the appointment of an arbitrator or panel of arbitrators, who shall have power to hear and determine the dispute between the two parties. The arbitrator shall have the authority to hear and determine the grievance and his/her decision shall be binding on the parties. The arbitrator shall have no right to vary or modify the terms and conditions of this Agreement and shall decide the dispute within thirty (30) calendar days after the hearing has been closed. The expense of the arbitrator shall be borne equally by both parties. The party incurring it shall pay all other costs.
1. The parties may request the arbitrator to decide, as a preliminary issue, whether s/he has jurisdiction to hear and decide the matter in dispute.
 2. The arbitrator shall not be permitted to hear and decide more than one (1) grievance at a time.
 3. The arbitrator shall be bound by the provisions of this Agreement and Constitution and laws of the State of New Jersey, and shall be restricted to the application of the facts presented to him/her in the grievance. The arbitrator shall not have authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendments or supplements thereto.

4. The decision of the arbitrator shall be in writing and shall include a statement of reasons for such decision. Said decision shall be issued within thirty (30) days of the close of the hearing.

B. If an Employee elects to exercise any rights of appeal or other remedies available through any other administrative or civil procedure (e.g., Merit System statutes and regulations), Employee by such election shall be deemed to have waived the provisions of this Article, including the right to binding arbitration.

ARTICLE XII

STRIKES AND LOCKOUTS

A. In addition to any other restriction under the Law, there shall be no strikes, work stoppages or slowdowns of any kind during the term of this Agreement and the Employer shall not cause any lockout. No officer or representatives of the Union shall authorize, institute or condone any such activity. No Employee shall participate in any such activity. The Employer shall have the right to take disciplinary action, including discharge, against any Employee who participates in a violation of the provisions of this Article.

B. The Union shall be prohibited from scheduling any membership meetings or demonstrations which may have the same effect as a strike, work stoppage or slowdown.

ARTICLE XIII

MANAGEMENT RIGHTS

A. Nothing contained in this Agreement shall be deemed to limit or restrict the Employer in any way in the exercise of the functions of Management and all matters not expressly covered by the terms of this Agreement shall be deemed management functions and prerogatives.

B. Except as abridged, limited or modified by the terms of this Agreement, Employer may exercise all rights, powers, duties, authorities and responsibilities conferred upon and invested in it by the laws and the Constitution of the state of New Jersey and the United States of America.

C. Except as abridged, limited or modified by the terms of this Agreement, or law, all such rights powers, duties, authorities, responsibilities and prerogatives of management, and responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and the activity of Employees, are retained by the Employer.

D. The Township Administrator may, at his/her discretion, curtail all nonessential activities within the confines of the municipal complex and other public facilities during times of weather related or other uncontrolled situations and require those non-essential employees to use their leave time, during such times without due recourse of those essential employees required to remain at their normal assignments. Those nonessential

employees who, for whatever reason, request and are permitted to remain at their normal assignments during such curtailment, may do so without additional compensation.

E. The Township of Little Egg Harbor retains and reserves unto itself the executive, management, and administrative control of the Township Government and its properties and facilities and activities of its employees, utilizing personnel methods and means of the most appropriate and efficient manner possible, as may from time to time be determined by the Township.

F. The Township of Little Egg Harbor retains and reserves unto itself the power to make rules of procedure and conduct; to use improved methods and equipment; to determine work schedules and shifts consistent with law; to decide the number of employees needed for any particular time; and to be in sole charge of the quality and quantity of work required.

G. The Township of Little Egg Harbor retains and reserves unto itself the right of management to make such reasonable policies and procedures and rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the departments and offices after advance notice thereof to the Union. Proposed new rules or modification of existing rules covering negotiable working conditions shall be negotiated with the Union before they are established.

H. The Township of Little Egg Harbor retains and reserves unto itself the right to hire all employees; to promote, transfer and assign employees; to retain employees in positions within the Township; and to suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause, consistent with this Agreement.

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

J. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40A1-1, et seq. or any other federal, state, county or local laws or regulations.

K. In the event the Employer shall decide to contract out or sub-contract any public work that may affect some or all the Employees in the bargaining unit, the Employer shall give the Union ninety (90) days' notice of such intention. In addition, the Employer shall, subject to the requirements of the Laws of the State of New Jersey including Civil Service statutes and regulations, attempt to relocate the bargaining unit Employees in order of

seniority to similar position or employment within the Township. The Employer shall also attempt to assist such Employees in obtaining similar employment with the successful bidder for such public work as contracted or subcontracted. Nothing in this section shall create any legal or contractual duty on the part of the Employer to either relocate Employees or to secure employment with the successful bidder.

ARTICLE XIV

GENERAL PROVISIONS

- A. **NO DISCRIMINATION:** The Employer and the Union agree that each provision of this Agreement shall apply equally to all covered employees and that there shall be no intimidation of, interference with, or discrimination against an employee because of: age, sex, race, creed, skin color, national origin, nationality, ancestry, marital status, disability, blood trait, United States or State Armed Services activity, Union activity or non-Union membership or any other protected class under law.
- B. **UNION BULLETIN BOARD:** Employer shall supply and maintain a suitable bulletin board, in a convenient place for Union's use, within the employee's work area.
- C. **UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES:** The Employer agrees, during working hours on the Employer's premises, without loss of pay, Union representatives shall be allowed to post union notices, distribute union literature, solicit union membership during other Employees' non-working time, and attend negotiation meetings, transmit communications authorized by the local union or its officers to the

Employer or its representative concerning the enforcement of any provision of this Agreement, provided that none of the above activities shall substantially interfere with the work activities or schedule of the Employer. Meetings with individual members can be, at representative discretion, in a secluded area of the members' place of work or in any other area within the Township's buildings. Employees who represent the Union shall be permitted to attend Union functions on normal workdays without any loss of time or pay.

D. **VISITS BY UNION REPRESENTATIVES** - The Employer agrees that accredited representative of the Union, whether local union representatives, council representatives or national representatives, shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business, provided notice has been furnished to the Employer and provided that none of such activities shall substantially interfere with the Employer's work schedule and activities.

ARTICLE XV

SAFETY & HEALTH

- A. At all times, the Employer will maintain safe and healthful working conditions, and will provide Employees with tools and devices that may be reasonably necessary to insure their health and safety. The Union may designate an individual as a representative on any Health and/or Safety Committees of the municipality.
- B. Labor Management Meetings- Upon request of the Union, the Township shall schedule a Labor Management meeting with the Union on a bimonthly basis for one year following the execution of this agreement, and on a

quarterly basis thereafter. If an emergency arises, either party may request a Labor Management meeting on short notice. These meetings are to discuss local contract administration problems and improve communications. Any recommendations which come from these meetings are advisory only and are not binding upon the Township or the Union. The Local President or his or her designee and a Committee Member may attend such meetings. Either party is free to take notes during the meeting. Employee representatives who attend such meetings during their scheduled work shift shall be granted time off to attend without loss of pay. If any employee representative who attends the meeting is scheduled to work on another shift on the date of said meeting or attends the meeting on his/her normal day off he/she shall be granted compensatory time for the time spent at the meeting.

ARTICLE XVI

GUARANTEED WORK WEEK

- A. Every Employee shall be guaranteed a forty (40) hour workweek from Monday through Friday for regular work operation.
- B. The Hours of the Custodial Worker shall be determined and set by the Township, and shall be between the hours of 8:00AM and 11:00PM daily.

ARTICLE XVII
MECHANICS TOOLS

Mechanics are expected to provide their personal tools for their on the job use. Mechanics will receive an annual \$1,200 tool allowance for utilization and replenishment of their personal tools.

ARTICLE XVIII
SAVINGS CLAUSE

It is understood and agreed that if any provision(s) of this Agreement or any application of the provisions of this Agreement to Employees shall be held invalid or contrary to law by a court of competent jurisdiction, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law. The remainder of this Agreement, all other provisions and applications, shall not be affected thereby and shall continue in full force and effect.

ARTICLE XIX
PART-TIME EMPLOYEES

- A. Part time employee means employees who work 29 hours or less per week.
- B. The following provisions apply to all part time employees:
 - 1. Sick Leave: Part time employees are entitled to prorated sick leave as provided to full time employees in Article II in accordance with N.J.S.A. 4A:6-1.3.
 - 2. Holidays: Part time employees are not entitled to Holiday pay in Article V
 - 3. Personal Days: Part time employees are not entitled to Personal Days in Article III(A)(1), but are entitled to Jury Duty in Article III(A)(2) if the Jury Duty falls on a scheduled work day.
 - 4. Part time employees shall receive the benefits provided under Article III(A)(3), Article III(B)(1), (2) and (3), and Article III(C).

5. Part time employees shall not receive the benefits set forth at Article VI.
- C. Part time employees shall pay union dues consistent with Article I.
- D. The Township agrees that part time employees will not be used to replace full time employees and that the number of hours worked by part time employees shall not exceed sixty (60) hours per week. This limit shall not apply to seasonal employees.
- E. Part time employees will not be included on the overtime list.

ARTICLE XX
EDUCATION

- A. The Township will reimburse the employee tuition for job-related courses in specific trades or vocations determined as necessary and/or beneficial to the Township by the Township Administrator. To be eligible for reimbursement the course must be pre-approved by the Township Administrator and the employee must successfully complete the same. If the employee voluntarily separates from the Township within one year of the date the course is completed, the employee must pay the Township for 100% of the tuition paid by the Township. If the employee voluntarily separates after one year but prior to the two year anniversary of the date the course is completed the employee will have to reimburse the Township for 50% of the tuition paid by the Township.
- B. An employee who obtains a trade or technical license will receive differential pay in the amount of \$2.00 per hour if and when the Township assigns the licensed work to the employee, for the duration of the assignment.
- C. The tuition reimbursement program set forth in paragraph A above shall be available to all members of the bargaining unit subject to the limitations and requirements established.

ARTICLE XXI

TERMINATION & EXTENSION OF AGREEMENT

This Agreement shall be effective and remain in full force and effect from January 1, 2022 through December 31, 2024, or until a successor Agreement is executed.

ARTICLE XXII

COMPLETENESS OF AGREEMENT

This Agreement constitutes the entire collective bargaining agreement between the parties and contains all of the benefits Employees are entitled to receive notwithstanding the established past practices in existence prior to this Agreement, and includes and settles for the term of this Agreement, all matters which were or might have been raised in all collective bargaining negotiations leading to the signing and execution of this Agreement.

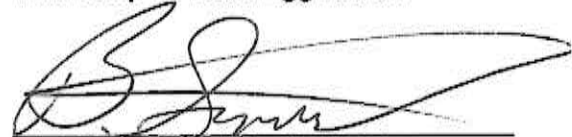
IN WITNESS WHEREOF, the parties hereto caused this Agreement to be signed by their proper officials on this 7th day of MARCH, 2023.

WITNESS & ATTEST:



KELLY LETTERA, RMC
Township Clerk

Township of Little Egg Harbor



BLAISE SCIBETTA, MAYOR
Township of Little Egg Harbor

For Union:



AFSCME, NJ

AFSCME, NJ

SCHEDULE C

A. Each Employee shall be given the choice of summer or winter clothing. The Employer agrees to provide each Employee with the following uniforms:

1. 3 pants
2. 3 long sleeve high visibility shirts
3. 2 High Visibility sweatshirts
4. 2 Jackets or 1 jacket and 1 pair of coveralls
5. 1 pair of work gloves
6. 5 high visibility t-shirts
7. 1 rain suit

B. At the discretion of the Superintendent of Public Works, an Employee may be issued other summer or winter clothing of similar value as a substitute for the above listed clothing when the Employee demonstrates that he/she is not in need of the clothing listed but is in need of other suitable work clothing.

C. All mechanics shall be supplied with a cell phone while on duty, only to be utilized for Township business, which phone shall be paid for by the Township.