Mrs. O'Donnell offered the following Resolution for adoption seconded by Ms. Richmond.

R-19-102

RESOLUTION OF RATIFICATION

HOWELL TOWNSHIP

Transport Workers Union Local 220

JANUARY 1, 2018 THROUGH DECEMBER 31, 2021

WHEREAS, negotiations between the Township of Howell and the Howell Township Transport Workers Union, Local 200, have successfully concluded ; and

WHEREAS, the terms and conditions of the contract have been ratified by the Howell Township Transport Workers Union, Local 220;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Howell that the Mayor and Township Clerk are hereby authorized to sign same on behalf of said Township of Howell.

VOTE	AYES	NAYS	ABSENT	DISQUALIFY
Mr. Bonevich	X			
Mrs. O'Donnell	X			
Ms. Richmond	X			
Mr. Russo	X			
Mayor Berger	X			

This is to certify that the foregoing Resolution was adopted by the Mayor and Council of the Township of Howell at a regular meeting held on March 5, 2019.

PENNY WOLLMAN, TOWNSHIP CLERK

AGREEMENT

Between the

TOWNSHIP OF HOWELL

& the

TRANSPORT WORKERS UNION OF AMERICA

LOCAL 220

JANUARY 1, 2018

THROUGH

DECEMBER 31, 2021

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THIS AGREEMENT, made and entered into in Howell Township, New Jersey, this 5th day March of 2019, between the Township of Howell, a municipality in the County of Monmouth and State of New Jersey, hereinafter referred to as the "Township" or "Employer" and the Transport Workers Union of America, AFL-CIO and its Local 220, hereinafter referred to as the "Union" or "TWU."

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties to promote and improve the harmonious and economic relations between the Employer and its employees and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law and established practices not modified by this Agreement.

NOW, THEREFORE, in consideration of these promises and mutual covenants herein contained, the parties hereto agree with each other with respect to the employees of the Employer recognized as being represented by the Union as follows:

ARTICLE I
RECOGNITION

Section 1
The Employer hereby recognizes the Transport Workers Union of America, AFL-CIO, and its Local 220, as the exclusive representative for collective negotiations on all matters pertaining to wages, hours and other terms and conditions of employment for all regular full time employees, but excluding managerial executives, police, supervisors within the meaning of the Fair Labor Standard Act, confidential employees, and Department Heads.

Section 2
The Township recognizes the TWU as the exclusive representative of all employees as defined heretofore as members known as the Howell Township Municipal Employees Association in accordance with the Township letter, dated June 6, 1983, in recognizing the Transport Workers Union of America, AFL-CIO, and its Local 220.

Section 3
The Employer and the TWU agree that continued day-to-day communications are essential in promoting harmonious relations between the parties; therefore, in order to ensure that the Employer communicates with the current elected or appointed representatives, the TWU agrees to provide to the Employer the name(s) and title(s) of the Union Official(s) authorized to speak for and in behalf of the unit. This list and any changes to such list will be forwarded to the Township Manager's office as soon as practicable after such official(s) is designated and, as necessary, to maintain a current list of representatives.

ARTICLE II
UNION DEDUCTIONS

Section 1
The Township shall deduct from the wages of employees the first payday of each and every calendar month and remit to the Secretary-Treasurer of the Union regular membership dues, assessments, or fines, for those employees who sign authorization cards permitting such payroll deductions.

Section 2
The Township and Union agree that they shall comply with the Workplace Democracy Enhancement Act NJSA 34:13A-5.11 to 5.15. Notwithstanding, the Township retains all rights and responsibilities contained in Article IV and as provided by law. Additionally, the Union retains all rights and responsibilities provided by Article II and as provided by law.

Section 3
The Township agrees to deduct and transmit to the Secretary-Treasurer of the Union the amount specified from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the Transport Workers Union Committee on Political Education. These transmittals shall occur monthly and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each such employee.

Section 4
The Union will indemnify and save harmless the Township from any and all

claims, and disputes that may arise out of or by reason of action taken by the Township on account of this Article.

ARTICLE III
UNION BUSINESS

Section 1
The Union Section Chairman shall be excused from his work assignment and shall be granted a reasonable amount of time to handle Union/Management business; provided, however, that the Section Chairman notifies either his Supervisor or the Department Head; and provided that such time is limited to an aggregate of twelve (12) hours per month, non-cumulative. The Township shall provide the Union Chairperson with the names of new hires in the bargaining unit.

Section 2
The members of the Union's Section Negotiating Committee shall be granted time off from duty with full pay for all meetings between the Township and the Union for the purposes of negotiating the terms of an agreement when such meetings take place at a time during said employees' regular working hours.

Section 3
Union Officials and duly authorized Representatives, whose names and identification have been previously submitted to and acknowledged by the Township, shall be admitted to the premises of the Township on Union business. Request for such visits shall be directed with advance notice to Township Officials, namely a Supervisor, the Department Head, or Deputy Township Manager or Township Manager, and shall be for the purpose of adjusting complaints or ascertaining whether this Agreement is being enforced. Permission for such visits shall not be unreasonably withheld. Such Union Officials shall have the opportunity to consult with employees in the unit before the start of the work shift, during lunch or breaks, or after completion of the work shift. Access to the premises as set forth in this paragraph shall not be given by the Township to any employee organization other than to the Union set forth herein or to any officer or representative of such other employee organization for the purpose of communicating with employees in this unit.

Section 4
The Employer will provide a bulletin board in a conspicuous location in the buildings where employees covered by this Agreement, are employed.

Section 5
Representatives of the Union shall be permitted to transact official Union business on Township property at such times and places to be determined in accordance with prevailing Township policy, procedures and regulations. It is understood that all meetings of the Union shall be held so as not to interfere or interrupt normal Township operations and at no additional cost to the Township. The request for scheduling all meetings shall be made through the Municipal Manager.

Section 6
Any employee covered by this Agreement that is elected to a full-time Union position shall be granted a paid leave of absence for the period of time that the employee remains in office. Notwithstanding the foregoing, the paid leave of absence is expressly conditioned upon the Union reimbursing the Township for the full costs of the affected employee's salary and benefits including but not limited to base pay, employer pay roll tax contributions and benefit costs. However, such employee shall not be eligible to receive benefits directly related to their job title, such as clothing allowance, shoe allowance, meal allowance, holiday pay, vacation accrual accumulation and sick leave accumulation. Upon expiration of the employee's term of union office, or upon their earlier return to work at the Township, the employee shall return to their previously held position with no loss of seniority or pay.

Section 7
The Township agrees to grant the necessary time off, up to a maximum of three (3) days, without loss of pay to the TWU Chairperson and Vice-Chairperson or delegates designated by the Union to attend any State or national convention, seminar, or event related to TWU business

ARTICLE IV
MANAGEMENT'S RIGHTS AND RESPONSIBILITIES

Section 1

It is recognized and agreed that the Township possesses the sole right and responsibility to operate the facilities and departments covered by this Agreement and that all management rights repose in it, except as same may be expressly qualified by the specific provisions of this Agreement. These rights include, but are not limited to, selection and direction of its employees; to hire, promote, transfer, assign, and retain employees in positions within the Unit and suspend, demote, discharge, or take other disciplinary action against employees for just cause; to relieve employees from duties because of lack of work or for other legitimate reasons; to establish and change work schedules and assignments; to determine the amount of overtime to be worked; to maintain the efficiency of the government operations entrusted to it; to determine the methods, means, and personnel by which its operations are to be conducted; to introduce new or improved methods or facilities; and to contract out for goods or services. It is agreed that the Township may take whatever actions may be necessary to carry out the mission of the facility or departments in situations of emergency.

Section 2

Rules and Regulations:

The Employer agrees that, prior to establishing any new personnel policies for the Township of Howell Personnel Manual or modifying existing personnel policies within the Township of Howell Personnel Manual, they shall first be discussed with the Union and shall not be implemented until the expiration of fourteen (14) days after such discussion, unless emergent reasons exist.

ARTICLE V
NON-DISCRIMINATION

Section 1

Neither the Employer nor the Union shall discriminate against any employee by reason of race, creed, sex, age, color, gender political or religious affiliation or national origin. Where the word "he," "she, "him," or "her" is used in this Agreement, it shall mean both sexes.

ARTICLE VI
HOURS OF WORK

Blue Collar Employees
Section 1
The regular workweek for Blue Collar employees shall consist of forty (40) hours, on a schedule of eight (8) hours per day exclusive of a meal period. All work scheduled shall include a one-half (1/2) hour meal period, preferably between the fourth (4th) and fifth (5th) hours of the work schedule. The regular work day for all Blue Collar employees shall be 7:00 AM to 3:30 PM.

Section 2
The Employer shall authorize two (2) fifteen-minute (15) breaks for all full time employees during the course of the workday. In addition, full time employees will be permitted, whenever possible, to take their lunch break between the fourth (4th) and fifth (5th) hour of the workday or based upon the needs of the department. Employees shall remain on call at all times during their breaks.

White Collar Employees
Section 3
The regular work week for White Collar employees shall consist of not more than thirty-five (35) hours, on a schedule of not more than seven (7) hours per day, exclusive of a one-hour meal period. All work schedules shall include a one-hour meal period. The regular work day for White Collar employees shall be 8:30 AM to 4:30 PM

The Police Communication Operators will work a forty (40) hour week consisting of eight (8) hours per day exclusive of a one-hour meal period.

Section 4
The Employer shall authorize two (2) fifteen-minute (15) breaks for all full time white collar employees during the course of the workday. In addition, full time employees will be permitted, whenever possible, to take their lunch break between the fourth (4th) and fifth (5th) hour of the workday. Employees shall remain on call at all times during their breaks

Blue Collar and White Collar Employees
Section 5

The Township reserves unto itself the right to change work schedules with thirty (30) days' advance notice given to the employees affected and to the Union. The Township reserves the right to change work schedules of employees on workers compensation light duty provided five (5) days advance notice is given to the employees affected and to the Union. The Township shall also have the right to adjust schedules for the last 2 least senior employees of the road division in the Department of Public Works so that Saturdays and Sundays are part of the regular work week.

Section 6

The work year for payroll purposes shall be the calendar year January 1 through December 31. Yearly salary will be divided by pay periods in each calendar year.

ARTICLE VII
OVERTIME AND COMPENSATORY TIME

Blue Collar Employees
Section 1

A. All work performed in excess of forty (40) hours in one (1) week or eight (8) hours in one (1) day shall be considered overtime and shall be compensated at the rate of time and one-half except any work on the second of two (2) consecutive days off shall be paid at double time. For purposes of calculating hours worked in excess of forty (40) hours in one (1) week or eight (8) hours in one (1) day, compensation time shall not be counted toward hours worked for scheduled overtime. The overtime pay rate detailed in this section shall not apply to an employee assigned to a new work schedule as the calculation of a forty (40) hour work week will be disrupted during the week in which this transition occurs. An employee assigned a new work schedule, however, shall not be required to work more than one (1) additional work day during the week in which their schedules has been changed without compensation.

B. The employees and the Township may, but are not required to, agree that compensatory time may be taken in lieu of payment for overtime. Compensatory time off may be taken any time during the year, subject to the approval of the Department Head and shall be requested five (5) days in advance of the date desired and may be taken at.

Once compensatory time off has been approved, the Department Head or Supervisor may not cancel the approved time off without providing more than forty-eight (48) hours' notice to the employee. In the event that approved compensatory time is canceled on less than forty-eight (48) hours notice, the employee shall have the option of rescheduling the time off or take the appropriate pay, which shall be pay for all hours worked and straight time for the unused compensatory time. Usage of compensatory time in a Department/Office shall not set precedence or infringe or control compensatory time usage in any other Department/Office.

Employees are entitled to carry a maximum of one hundred (100) hours compensatory time. Any compensatory hours accrued in excess of one hundred (100), shall only be paid hours to the employee.

C. Emergency Compensation Time: An emergency is defined as a sudden, urgent, unexpected occurrence or occasion requiring immediate attention. Emergency compensation time may only be used if the emergency arises during a regularly scheduled work day, including the one hour before the start of the work day, when the employee is actually working.

Section 2

Employees called in on a regular workday before or after their regularly scheduled workday shall receive a two (2) hour minimum of overtime. In the matter of call outs for Deputy Court Administrators, there shall be no callout pay, they shall be paid the following annual stipend: 2019 $7,500 (prorated and effective upon date of ratification.) No offset for 2019 callouts to date of ratification, 2020, $7,500, 2021, $6,250. The stipend shall be paid in equal payday installments, but not included in pensionable base salary.

Section 3

Employees who are required to work on any one of their regular days off shall be guaranteed a minimum of six (6) hours pay at time and one-half when work is scheduled in advance.

In the event a Police Communications Operator is called to work, he/she shall be paid a minimum of two hours overtime at the rate of time and one half.

A call out is not an extension of a shift or tour of duty. A call out is applicable when the individual is in a non-duty status. Call outs shall be made in seniority rotation order on a daily basis. A foreman or anyone who works in a supervisory position who calls for employee assignments shall be given one hour of overtime.

Section 4
Overtime shall be performed only upon the direction of the supervisor or department head and offered to available full time employees before any part time temporary or seasonal employees or outside agency are used. This clause shall apply to the assignment of overtime only.

Overtime shall be offered first by seniority on a rotating basis to employees within the division in which the responsibility of the work detail is assigned to during regular working hours, with the exception of employees who are continuing on a job/project that is the extension of the work day. If no employees in the division accepts, the assignment may then be offered by seniority to all employees of the Department. The employee accepting the overtime assignment must have the necessary qualifications to perform the work detail in question.

If an employee is on vacation, or a scheduled personal day the day(s) of, or the day(s) immediately preceding a day that an overtime assignment is available, that employee shall be eligible to be given the opportunity to work the overtime assignment. An employee utilizing sick time on the day shall be eligible to be given the opportunity to work the overtime assignment on the day immediately following the day in which sick time has been utilized. For the purposes of determining eligibility a new day shall be considered 12:00 AM and not the start of the next work shift. An employee out on sick leave shall not be entitled to recoup overtime slots missed while out of work. Any employee who is out of work on worker's compensation is not eligible to work overtime and shall not be entitled to recoup overtime slots missed while out of work for this reason.

Should that employee refuse the assignment, the employee shall forfeit his/her turn on the overtime roster. An employee is not eligible for overtime if the employee is on sick leave the day the overtime assignment is scheduled to occur.

The Township may assign overtime work to any employee should there not be a sufficient number of employees readily available. Any employees reporting to work when called, shall be charged a turn on the roster.

Section 5

Emergency Overtime: Any employee who shall decline to accept an emergency overtime assignment shall not be entitled to any other overtime assignment until his/her turn is reached again. It is expressly understood that nothing herein is deemed recognition of any right by any employee to refuse an emergency overtime assignment.

The Township shall utilize the rotating seniority roster and call in the next employee in line. If the employee is unable to be reached, the next employee on the list will be called. The employee will not be charged a turn on the overtime roster provided that the employee returns the call within thirty (30) minutes of receiving the call. Any employees reporting to work when called, shall be charged a turn on the roster.

The employee shall be paid from time of emergency callout up to a maximum of forty five minutes travel time. All overtime rosters will be displayed in a common and accessible area to all affected employees. The parties agree that there will be a telephone list that will be updated on a yearly basis or updated when an employee changes his/her telephone number.

Employees called in on an emergent basis shall be guaranteed a minimum of two (2) hours paid at time and one half. For purposes of calculating overtime in emergency situations, paid time off for vacation, personal day, sick time and compensatory time, shall count toward hours worked.

White Collar Employees

Section 6

A. All work performed by White Collar employees in excess of thirty-five (35) hours in one (1) week, or seven (7) hours in one (1) day, shall be considered overtime and shall be compensated at the rate of one and one-half, except for the Police Communication Operators. Police Communication Operators shall receive overtime after forty (40) hours in one (1) week, or eight (8) hours in one (1) day.

For purposes of calculating hours worked in excess of thirty five hours in one (1) week or seven (7) hours in one (1) day, compensation time shall not counted toward hours worked for scheduled overtime. For purposes of calculating hours worked in excess of forty (40) hours in one (1) week or eight (8) hours in one (1) day, compensation time shall not counted toward hours worked for scheduled overtime.

If an employee is on vacation, or a scheduled personal day the day(s) of, or the day(s) immediately preceding a day that an overtime assignment is available, that employee shall be eligible to be given the opportunity to work the overtime assignment. An employee utilizing sick time on the day shall be eligible to be given the opportunity to work the overtime assignment on the day immediately following the day in which sick time has been utilized. For the purposes of determining eligibility a new day shall be considered 12:00 AM and not the start of the next work shift. An employee out on sick leave shall not be entitled to recoup overtime slots missed while out of work. Any employee who is out of work on worker's compensation is not eligible to work overtime and is not entitled to recoup overtime slots missed while out of work for this reason.

Employees who are required to work on any of their regular days off shall be compensated at the rate of time and one-half, except any work performed by an employee on the second of two (2) consecutive regular days off shall be paid at double time. Employees called in on a regular workday before or after their regularly scheduled workday shall receive a minimum of two (2) hours overtime.

B. The employees and the Township may, but are not required to, agree that compensatory time may be taken in lieu of payment for overtime. Compensatory time off may be taken any time during the year, subject to the approval of the Department Head and shall be requested five (5) days in advance of the date desired.

Once compensatory time off has been approved, the Department Head or Supervisor may not cancel the approved time off without providing more than forty-eight (48) hours' notice to the employee. In the event that approved compensatory time is canceled on less than forty-eight (48) hours' notice, the employee shall have the option of rescheduling the time off or take the appropriate pay, which shall be pay for all hours worked and straight time for the unused compensatory time.

Usage of compensatory time in a Department/Office shall not set precedence or infringe or control compensatory time usage in any other Department/Office.

Employees are entitled to carry a maximum of one hundred (100) hours compensatory time. Any compensatory hours accrued in excess of 100 hours' compensatory time, shall be paid hours to the employee.

C. Emergency Compensation Time: An emergency is defined as a sudden, urgent, unexpected occurrence or occasion requiring immediate attention. Emergency compensation time may be used only if the emergency arises during a regularly scheduled work day, including the one hour prior to the start of the work day, when the employee is working.

Section 7

Overtime work shall be performed only upon the direction of the supervisor or department head and offered to available full-time employees before any part-time employees are used. To the extent possible, overtime work shall be offered to all eligible employees on an equitable basis within a department.

All Blue and White Collar Employees

Section 8

All employees working more than six (6) continuous hours of overtime on any unscheduled overtime assignment shall be paid a meal allowance in an amount of $10.00, and every six hours of consecutive overtime thereafter shall receive an additional meal allowance. Meal allowance checks will be cut quarterly.

Sewer Department and Fire Bureau

Section 9

The present on-call system for employees of the Sewer Department and Fire Bureau shall be as follows: Each week beginning on a Friday, a Sewer Department Employee and Fire Bureau employee will be on call for one week to answer emergencies and customer complaints. This assignment shall also entail the on call sewer employee to make the well house rounds. The sewer department and fire bureau employees on call shall receive one and one-half (1 ½) hours pay for each workday of the week on call and two (2) hours for his/her Saturday/Sunday assignment.

ARTICLE VIII
HOLIDAYS

Section 1
The Township recognizes the following days as paid holidays for which employees actively on the payroll at the time of the holiday will receive a day of pay at straight time without having to perform work:

New Year's Eve ½ day
New Year's Day
Martin Luther King Day
Veteran's Day
Presidents Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Christmas Eve ½ day

Section 1a
Easter Sunday will be the holiday, in lieu of Good Friday, for permanent full-time employee(s) assigned to the Recycling Center and Police Telecommunications Operators.

Section 2
The workdays prior to Christmas Day and to New Year's Day employees will be required to work until the noon hour. No lunch hour will be permitted on these days.

Section 3
Holidays falling on Sunday shall be celebrated on the following Monday. Holidays falling on Saturday shall be celebrated on the immediately preceding Friday.

Section 4
In the event an employee works on a Holiday, he/she shall be paid at time and one-half his/her regular rate of pay, plus holiday pay. Police communication operators working on a celebrated holiday (Township observed holiday) shall only be paid straight time. Police communication operators working on the actual date of the Holiday (i.e. Independence Day- July 4th and Christmas Day- December 25th and New Year's Day

January 1st) shall be paid time and one half (1 ½).

Section 5
Police communication Operators shall receive holiday pay as follows: seven (7) days holiday pay in June and seven (7) days in December which equals 14 holidays.

Section 6
Recycling Center: If the holiday falls on the recycling center employee's regular day off, he/she shall then have another day off in that week.

ARTICLE IX
VACATION TIME

Section 1
The number of vacation days allocated to each employee shall be based upon the following:

Length of Service	Number of Vacation Days
Two months to 1 year of service	one (1) day per month worked up to ten (10) working days
After one (1) year to the completion of five (5) years of service	13 working days
After five (5) years to the completion of nine (9) years of service	15 working days
After nine (9) years to the completion of fifteen (15) years of service	18 working days
After fifteen (15) years to the completion of nineteen (19) years of service	20 working days
After nineteen (19) years to the completion of twenty-two (22) years of service	22 working days
After the completion of twenty-two (22) years to the completion of	25 working days

twenty-five (25) years of service

After the completion of twenty- five (25) years — 1 additional day for each year or more up to a maximum of thirty (30) days

Former employees of the Howell Township Municipal Utility Authority shall be entitled to earn vacation days based upon their date of hire with the HTMUA. Former employees of the Joint Board of Fire Commissioners assigned to the Fire Bureau, shall be entitled to earn vacation days based upon their date of hire with the Joint Board of Fire Commissioners assigned to the Fire Bureau.

Vacation days may not be taken within the first six (6) months employment. Any new employee hired before the 15th day of the month shall be credited with having worked one month for purposes of vacation entitlement. Vacation shall be prorated in the year of termination. First year employees may carry their vacation allotment up to four (4) days to the next year only.

Upon retirement, within the definition of PERS, excluding deferred retirement, the employee will be paid the prorated amount of unused vacation days.

If an employee exceeds vacation leave usage, upon termination said monies are to be deducted from his/her final check. If it is not possible to pay owed monies out of the last check, the employee will owe the Township the remaining balance of the days.

During the year that an employee's vacation days increase to the next level, based on their anniversary date, the employee shall receive credit for the additional days on January 1 if their anniversary date falls within January 1 through June 30 of the year in which they increase to the next level. The employee shall receive credit for the additional days on July 1 if their anniversary date falls within July 1 through December 31 of the year in which they increase to the next level.

Section 2

Vacations may be taken during the contract year subject to prior approval of the department head. In the event an employee is directed not to utilize

his/her vacation days because of pressure of Township business, then the vacation time unused shall accumulate and shall be used no later than the end of the next succeeding year.

In the event that an employee who has carried over vacation time pursuant to this section, is directed not to utilize the carried over vacation time in the next succeeding year because of Township needs, then the employee shall be paid for the unused vacation time.

Blue Collar Employees
Section 3
Choice of vacation shall be offered to the senior most employees within each job title and classification within each division of the department. The following represents the job title and classification within each division within the department:

Road Division

A. Foreman, Assistant Foreman & Equipment Operators (most senior with this title within this division shall have first choice of vacation)
B. Laborers, Tree Trimmer and Broom Operator (most senior with this title and within this Division shall have first choice of vacation)

Building & Grounds Division

A. Foreman & Maintenance Workers (most senior with this title within this division shall have first choice of vacation)
B. Laborers and Custodians (most senior with this title and within this division shall have first choice of vacation)

Fleet Services Division

A. Chief Mechanic & Assistant Mechanic and mechanics (most senior with this title within this division shall have first choice of vacation)

The Township Manager shall, on or before December 1st issue a request to all employees to schedule their vacation days by March 31st. By March 31st, employees shall submit to their Department Heads their vacation requests. Any vacation requests prior to March 31 will be approved on a seniority basis. Department Heads will have 5 days after March 31 to approve any vacation requests and anytime requested thereafter there shall be a 5 day window in which to approve any vacation requests. Employees with the most seniority, within each job classification and then

title within each division, shall be given first choice. Employees who fail to select vacation dates within thirty (30) days of the posting shall choose from the remaining available dates that are left over after the pick. Employees may request a change in their vacation date schedule but approval is subject to the Department Head approval.

White Collar Employees
Section 4
Choice of vacation shall be offered to employees within each Department. In January of each year, the Township Manager shall see that a list of names according to their seniority in each department shall be posted. The Township Manager shall, on or before December 1st, issue a request to all employees to schedule their vacation days by March 31st. By March 31st, employees shall submit to their Department Heads their vacation requests.

In the event that scheduling of vacation days cannot be accomplished within each division of each department without any conflicts, employees with the most seniority shall be given first choice. Employees who fail to select vacation dates within thirty (30) days of the posting shall choose vacations from available dates that are left over after the pick. Employees may request a change in their vacation date schedule but approval is subject to the Department Head approval.

The Township Manager shall, on or before December 1st, issue a request to all employees to schedule their vacation days by March 31st. By March 31st, employees shall submit to their Department Heads their vacation requests. Employees, in accordance with each job classification within each department and seniority shall be given first choice. Employees who fail to select vacation dates within thirty (30) days of the posting shall choose from the remaining available dates that are left over after the pick. Employees may request a change in their vacation date schedule but approval is subject to the Department Head.

ARTICLE X
HOSPITAL AND MEDICAL INSURANCE

Section 1

A. All full time employees will be covered for hospital and medical insurance through the New Jersey State Health Benefits Plan. All employees shall elect to enroll in Direct 15 or the Aetna equivalent or any plan that is offered through SHBP that has a premium equal to or less than Direct 15 or the Aetna equivalent. If the employee wishes to remain or opt in to Direct 10 or the Aetna equivalent, they may pay the difference in premiums between Direct 10 and Direct 15 or the Aetna equivalent. Payments shall be made via payroll deduction.

B. The parties agree that employees shall contribute toward their healthcare coverage in accordance with New Jersey State law requirements (Ch. 78 P.L. 2011). The contribution is pre-tax dollars in accordance with a section 125 plan.

Section 2

Full time employees will continue to be enrolled in the Township Dental Plan. The Employer will pay the full premium for the employee and one-half (1/2) the dependent unit premium. Enrollment in the dependent unit plan is optional to the employee. Supplementary dental service premium costs will be paid by the employee.

Section 3

The Employer reserves the right to change insurance carriers subject to Union review, for legally equivalent or better coverage. If the coverage is determined not to be legally equivalent or better, the parties agree to reopen this Contract and negotiate with respect to any aspect of coverage that is determined not to be legally equivalent or better. If the parties are in disagreement on the issue of legally equivalent or better coverage and cannot resolve that disagreement, it shall be subject to a special arbitration procedure as follows:

Should a dispute arise as to whether or not the change in insurance carriers and/or policies proposed will be legally equivalent or better coverage, the matter shall be submitted to binding arbitration in accordance with the arbitration procedures established under the grievance article of

this Agreement (Article XV). The decision of the arbitrator shall be in writing, shall be submitted within thirty (30) calendar days of the close of the record and shall be final and binding on all parties pursuant to law.

ARTICLE XI
SICK LEAVE

Section 1

A. All permanent full time employees covered by this Agreement shall be granted sick leave with pay of one working day for every month of continuous service on the basis of twelve (12) days per year. The amount of sick leave not taken shall accumulate from year to year. Sick leave will be prorated in the year of termination.

Sick time will not accrue during an employee's leave of absence due to sickness. Upon retirement within the definition of PERS, excluding deferred retirement, an employee is entitled to one (1) day's pay for each two (2) days of accumulated sick leave, up to a maximum of sixty (60) days of pay, unless terminated following conviction in a criminal court of a premeditated, indictable offense. All Employees hired after May 21, 2010 shall only be entitled to receive up to a total of $15,000 of accumulated sick leave payment at the time of his/her retirement (excluding deferred retirement) in accordance with NJSA 40A:9-10.4,

No employee shall be paid for accumulated sick leave upon their voluntary resignation or termination of employment from the Township if the employee is terminated or resigns for sustained disciplinary action.

Notwithstanding the above, all payments for sick leave shall not exceed the New Jersey State Law cap.

If an employee exceeds sick leave usage, whether still employed, or upon termination or resignation said monies are to be deducted from his/her paycheck or final check, as the case may be. If it is not possible to pay owed monies out of the last check, the employee will owe the Township the remaining balance of the days.

B. If an employee does not utilize any sick days during a calendar year; they shall be credited with an additional personal day for use the next

ensuing year.

C. All employees, upon completing one (1) year of employment, shall be credited with the entire year's sick leave, which may be utilized at any time.

D. Sick leave may be taken and utilized by employees in one half or full day increments only.

E. In addition, accumulated sick leave may be used by an employee for illness in the immediate family which requires attendance upon the ill family member. The term "immediate family" for the purposes of this section shall mean and refer to the employee's spouse, child, step-child, grandchild, parent, grandparent or unmarried brother or sister. The appropriate certification pursuant to the Family and Medical Leave Act ("FMLA") is required to use accumulated sick leave. Attached hereto and made a part hereof, is Appendix C, the FMLA policy.

Section 2

The Township may ask for a Doctor's note after an employee is out sick for three (3) consecutive work days or five (5) occurrences in a six (6) month period. An "occurrence" is from the first day off until the day the employee returns.

Section 3

Leave of Absence (Non Work Related Injury)

A. A leave of absence may be granted to full time employees, who are ill or disabled, not resulting from duties performed during their employment and when such illness or disability is evidenced by a certificate of a physician. A leave of absence shall be granted only when the employee has expended his/her accumulated sick and vacation leave. Eligible employees may apply for Group Disability Benefits through the Township's Group Insurance. An employee may purchase sick time back from the Township according to the employee's rate of pay and the amount that the insurance company provides once the employee returns back to work. For example, the amount of time "bought back" will be whatever the disability check will purchase according to the employee's daily rate of pay. It is specifically agreed and understood between the parties hereto that the Township shall have sole discretion in determining whether to grant or deny such a leave. A decision to grant or deny such a leave in one case shall not be used as precedent in any later case. Each case shall be decided

according to its own merits.

B. When a leave of absence without pay is granted to an employee for non-work related sickness or injury, the employee's anniversary date will change upon his/her return to work.

C. The parties agree that an employee's prolonged absence from work because of an unrelated work injury or illness will not affect his/her seniority for the purpose of layoffs provided the employee has applied for, and has been granted, a leave of absence as provided by this Agreement.

Section 4. Donated Leave Program.

A. Unit members are permitted to donate and receive donated leave time from members of the bargaining unit as well as members of the Teamsters Union and full time unclassified employees as defined in the parameters of the donated leave policy of this contract. A permanent full-time employee is eligible to receive donated sick or vacation leave if the employee:

1. Has completed at least one year of continuous employment by the Township;
2. Has exhausted all accrued sick, vacation and personal leave, all sick leave injury benefits, if any, and all compensatory time off;
3. Has not, in the two-year period immediately preceding the employee's need for donated leave, been disciplined for chronic or excessive absenteeism, chronic or excessive lateness or abuse of leave; and
4. Either (i) suffers from a catastrophic health condition or injury; (ii) is needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury; or (iii) requires absence from work due to the donation of an organ (which shall include, for example, the donation of bone marrow).

B. As used herein, a "catastrophic health condition or injury" means:

1. With respect to an employee, (i) a life-threatening condition or combination of such conditions; or (ii) a period of disability required by his or her mental or physical health and necessitating the care of a physician who provides a medical verification of the need for the employee's absence from work for 60 or more work days.

2. With respect to an employee's immediate family member, (i) a life-threatening condition or combination of such conditions; or (ii) a period of disability required by his or her mental or physical health and necessitating the care of a physician who provides a medical verification of the need for the family member's care by the employee for 60 or more work days.

C. An employee may request that the Township Manager approve his or her participation in the program, as a leave recipient or leave donor. The employee's authorized representative may make such a request on behalf of the employee for his or her participation in the program as a leave recipient.

1. The employee or authorized representative, requesting the employee's acceptance as a leave recipient, shall submit to the Township Manager medical verification from a physician or other licensed health care provider concerning the nature and anticipated duration of the disability resulting from either the catastrophic health condition or injury, or the donation of an organ, as the case may be.

2. When the Township Manager has approved an employee as a leave recipient, the Township, with the employee's consent, will post the employee's name along with those of other eligible employees on bulletin boards within the workplace to encourage the donation of leave time, and will provide a copy of the employee list to the majority representative of the Township's unionized employees. If the employee is unable to consent to this posting, the employee's family may consent on his or her behalf.

D. A leave recipient must receive at least five sick days or vacation days or a combination thereof from one or more leave donors to participate in the donated leave program. A leave recipient shall receive no more than 180 sick days and/or vacation days, and shall not receive any such days on a retroactive basis.

E. A leave donor shall donate only whole sick days or whole vacation days and may not donate more than ten such days to any one recipient. A leave donor must have remaining, after the donation, at least 20 days of accrued sick leave if donating sick leave and at least 12 days of accrued vacation leave if donating vacation leave. A leave donor may not revoke the leave donation. Employees desiring to donor leave shall complete a donated leave form satisfactory to the Township.

F. Any unused, donated leave shall be returned to the leave donors on a prorated basis upon the leave recipient's return to work, except that if the proration of leave days results in less than one day per donor to be returned, that leave time shall not be returned. Unused donated leave shall not be converted upon retirement into additional compensation.

G. Employees are prohibited from threatening or coercing or attempting to threaten or coerce another employee for the purpose of interfering with rights involving donating, receiving or using donated leave time. Such prohibited acts shall include, but not be limited to, promising to confer or conferring a benefit such as an appointment or promotion or making a threat to engage in, or engaging in, an act of retaliation against an employee.

H. The Township reserves the right to suspend or terminate the donated leave program at any time upon 30 days written notice of such suspension or termination to affected employees and the majority representatives of Township unionized employees.

I. Donated leave used by a recipient will count against any leave entitlement to which the recipient is eligible under the Federal Family and Medical Leave Act and, when taken to care for a member of the employee's immediate family, that Act and the New Jersey Family Leave Law.

Section 5
Leave of Absence (Work Related Injury)

A. When a permanent employee covered by this Agreement is injured or disabled resulting from, or arising out of, his/her employment and such injury or disability shall be evidenced by the certificate of a physician designated by the Township Manager to examine such employee, the Township Council may, by ordinance pursuant to N.J.S.A. 40A:9-7, grant the injured or disabled employee a leave of absence with pay for a period not exceeding one (1) year. The employee shall not be charged any sick leave time for the time lost due to the aforesaid injury or disability. It is specifically agreed and understood between the parties hereto, that the Township shall have sole discretion in determining whether to grant or deny such a leave. A decision to grant or deny such a leave in one case shall not be used as precedent in any later case. Each case shall be decided according to its own merits.

B. The employee shall reimburse the Township by remitting the checks he/she may receive from Worker's compensation, benefits of insurance policies paid by the Township, salary considerations received through legal settlements or judgments that result from any job-related injury or disability referred to in this Article.

C. The parties agree that an employee's prolonged absences from work because of job-related injury or disability will not affect his/her seniority for the purpose of layoffs provided the employee has applied for and been granted a leave of absence as provided by this Agreement.

D. The parties also agree that the injured or disabled employee's anniversary date will not be changed due to absences caused by job-related injury or disability.

E. Every effort shall be made to schedule all pre-approved medical appointments for workman's compensation injuries after the employee's normal scheduled work day. In the event that the employee is unable to schedule the appointment after work hours, then the employee shall make every effort to schedule the medical appointments at the beginning or end of the employees regularly scheduled work day. The employee shall not be charged with time spent at the pre-approved medical appointments. However, the Township reserves the right to contact the doctor's office to inquire about scheduling appointments after the employees regularly scheduled work day.

ARTICLE XII
BEREAVEMENT

Section 1

In the event of the death of a member of an employee's immediate family, no sick leave, or other leave benefits, shall be charged to the employee for the days necessary to settle personal affairs. There shall be three (3) consecutive working days leave, which shall be taken at a time reasonably related to the event of the death. The term "immediate family" for the purposes of this Article shall mean and refer only to the employee's;

spouse, civil-union partner, child, parent step-parent or guardian, brother or sister, parents-in-law, son-in-law, daughter-in-law, grandparents, brother-in-law, sister-in-law, and grandchildren, and stepchildren. However, in the event of the death of an immediate family member, wherein the funeral shall occur out of the state of New Jersey, the employee shall be afforded five (5) consecutive working days leave, which shall be taken at a time reasonably related to the event of the death.

In the event an employee suffers the death of a grandparent-in-law, Aunt, Uncle, Niece or Nephew the employee shall be able to take two (2) days leave with pay to be used solely to attend the funeral. In the event that an employee is pre deceased by a spouse, the employee shall be entitled to in-law bereavement time. In-law bereavement time shall terminate when the employee divorces. Bereavement time shall be charged in whole day increments.

ARTICLE XIII
JURY DUTY AND MILITARY DUTY

Section 1
When called for jury duty and for the duration of such service, an employee shall be entitled to temporary leave with pay. During the period of jury duty service, the employee will be expected and required to report for work at such time as his/her presence as a juror is excused. The Township shall have the right to request certification from the Clerk of the Court setting forth the period of such jury duty services.

Section 2
The Employer agrees to allow a reasonable period, with pay, to any employee called upon to testify in a legal proceeding in connection with said employee's official duties as a municipal employee provided a subpoena is legally served upon said employee. It is specifically agreed that an employee who is a plaintiff in any action or who is taking part in any action against the Township shall not be eligible for pay under this Section. Additionally, no employee shall be eligible for paid leave if the employee is testifying in a matter against the Township's interests, unless subpoenaed by a governmental entity.

Section 3
Military leave shall be granted in accordance with the Personnel Ordinance

and all applicable State and Federal laws. An employee called to serve on annual active military duty or training will be paid his/her regular salary. The employee will reimburse the Township for any payments or fees received minus any mileage or other travel expenses. The employee shall have the option of reimbursing his/her Township pay in lieu of this repayment. The Township shall have the right to require prior proof of such attendance by military order and proof of payment received.

ARTICLE XIV
DISCHARGE AND SUSPENSION

Section 1

The Township retains the right to issue a verbal or written reprimand, to demote, suspend, or discharge any employee for just cause. Disciplinary determinations may be appealed in accordance with the grievance procedure herein.

Section 2

Effective as of the ratification of this Agreement, all minor disciplinary action in an employee's central and department personnel file (verbal warnings, written reprimand, or suspension up to five (5) days shall not be used in any further disciplinary hearing, provided the disciplined employee received no further disciplinary action for a continuous three (3) year period. All major disciplinary action, (suspension of six (6) days or more or demotion) except for discharge, may be used in any further disciplinary hearing. Notwithstanding the above, all disciplinary actions will remain in the employees personnel file. Disciplinary determinations and written responses will be provided within 10 days of the disciplinary hearing.

ARTICLE XV
GRIEVANCE PROCEDURE

A. Purpose:

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

2. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss the matter informally, with or without Union representation, with any supervisor of the departments and having the grievance adjusted without formal proceedings as long as the resolve is not contradictory to this Agreement.

3. Pending the grievance and the final disposition, the Employee shall continue to work in a regular and orderly manner without interruption.

B. Definition:

A. The term grievance as used herein means a complaint by an individual employee, group of employees or the TWU concerning the interpretation, application or violation of this Agreement, or a violation of policies, or administrative decisions affecting them.
Only grievances alleging a misinterpretation, misapplication or alleged violation of the expressed terms of this Agreement may be processed beyond Step 2 of this procedure.

C. Grievance Specificity:

A written grievance must identify the grievant by name; set forth a clear and concise statement of the facts constituting the grievance, including the specific action or failure to act alleged; the time and place of occurrence of said act; the employer's representative whose action or failure to act forms the basis of the grievance; explaining the precise questions of interpretation, application or alleged violation of such provisions underlying the grievance and must set forth the remedy sought.

D. Steps of the Grievance Procedure:

The following constitutes the sole and exclusive method for resolving grievances between the employees or TWU Local 220 covered by this Agreement and shall be followed in its entirety unless any step is waived by

mutual consent or resolved on a lower level:

1. **Step One Department Head:**

a. An aggrieved employee, with the TWU Chairperson or his designee, shall submit in writing within ten (10) workdays after the aggrieved employee knew or, should have known, of the events giving rise to the grievance, to the Department Head. Failure to act within ten (10) workdays shall be deemed to constitute an abandonment of the grievance.

b. The Department Head shall investigate and attempt to find a mutually agreeable solution to the grievance and shall render a written decision to the Union and grievant within ten (10) business days from the receipt of the grievance.

2. **Step Two - Township Manager:**

a. In the event a satisfactory settlement has not been reached at Step One or the Department Head fails to respond within the time prescribed, the Union may move this matter to the Township Manager within seven (7) business days following receipt of the written decision of the Department Head or within seven (7) business days of the decisions due date.

b. The Township Manager shall either review the grievance, or, if requested, shall hold a meeting with the Union Section Committee and the grievant within ten (10) business days after receipt of the grievance and provide his/her written decision to the Union and grievant within ten (10) business days after receipt or hearing of the grievance.

3. **Step Three - Arbitration**

a. In the event that the grievance has not been resolved at Step 2, or the Township Manager fails to respond within the time period prescribed, the Union may elect to file within thirty (30) calendar days for binding arbitration of the dispute pursuant to the parameter of paragraph 2 of Section B of this Article and other applicable law. It is further provided that there shall be no arbitration concerning the discipline or discharge of a probationary employee. Failure to file a demand for arbitration within the prescribed time limits will constitute an abandonment of the grievance.

b. It is agreed by the parties that no more than one (1) grievance shall be arbitrated before the same arbitrator at one time.

c. The arbitrator shall be chosen in accordance with the rules and

regulations of the New Jersey Public Employment Relations Commission (PERC). The arbitrator shall be bound by the provisions of this Agreement and shall be restricted to the application of the facts presented to him. He shall not have the authority to add to, modify, detract from or alter in any way, the provisions of this Agreement or any amendments or supplement, hereto.

d. The arbitrator so selected shall confer with the representatives of the Township and the Union and hold hearings promptly and shall issue his decision not later than thirty (30) days from the date of the submission of briefs, or if oral hearings have been waived, then, from the date the final statements and proofs on the issues submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Township and the Union and shall be final and binding on the parties.

e. The costs for the services for the arbitrator, including the per diem expenses, if any, and actual necessary travel and subsistence shall be borne equally by the Union and the Township. Any other expenses incurred shall be borne by the party or parties incurring same.

E. Township Grievance

Grievances initiated by the Township shall be filed in writing directly with TWU Local 220 within the same period set forth in Step One, Paragraph "a". A meeting between the Township Manager and the TWU representative shall be held within five (5) business days of the receipt of said filing and an earnest settlement shall be reached, if not the procedure set forth in Step Three shall be applied.

F. No Strike No Lock Out:

It is the intention of the parties to settle all differences between the Employer and the Union arising from the interpretation or implementation of this Agreement through the grievance procedures in accordance with the provisions of this Agreement. Therefore, the Employer agrees that it will not lock out its employees, and the Union agrees that it will not sanction, nor will its members engage in a strike, slow down, or work stoppage during the life of this Agreement.

G. Time Limitations:

The time limits set forth herein shall be strictly adhered to. The parties may waive the time limits for any Step herein by written mutual consent executed by the representatives for all affected parties.

ARTICLE XVI
SENIORITY

Section 1

Seniority shall be defined as length of continuous service as a permanent full time employee within the bargaining unit. Former employees of the HTMUA shall have seniority based upon the effective date of January 1, 1992 for all purposes other than determining the number of vacation days for those employees. Former employees of the Joint Board of Fire Commissioners assigned to the Fire Bureau, shall have seniority based upon their date of hire with the Joint Board of Fire Commissioners assigned to the Fire Bureau.

Section 2

A. In case of a layoff, the required reductions shall be made in such job classification(s) as directed by the Township Council with the least senior employees in the job classification(s) being laid off first.

B. Where employees are laid off and an opening occurs for reemployment within two (2) years, employees on layoff shall be recalled within job classification in the order of seniority. If the person recalled does not accept the position within one (1) week from notification, he/she shall be considered to have resigned.

C. A senior employee may, in order to retain his/her employment, "bump" a junior employee within the same or lower salary grade, or similar job title who has less seniority provided such senior employee is qualified to hold the position. Notwithstanding, white collar employees may only bump other while collar employees and blue collar employees may only bump blue collar employees.

An employee (s) step in grade shall not be a consideration in the layoff process. Management shall determine the employee (s) right to bump based on their ability to perform the essential job requirements.

Management has the right to determine the employee's ability to perform the essential job requirements through either an interview process or testing procedure.

There shall be a forty five (45) notice given to the Union and the employee (s) being laid off, with a letter of the names and titles of employees within the bumping employee (s) grade and lower who may be subject to the bumping process, and the employee (s) that could be affected will get the same letter. The bumping process for the affected employee (s) will take place and be completed by the end of the initial forty five (45) calendar day notice, in which time the affected employee (s) will no longer be employed by the Township.

D. In determining layoffs and bumping rights when two or more employees have the same date of hire, the following shall determine the tiebreaker:

1. Any and all prior continuous service immediately before becoming a permanent employee; if this does not result in breaking the tie, then

2. The month and day of birth of the employees.

E. No part-time, temporary or summer employees shall be hired into a classification from which full time employees remain subject to recall.

Section 3

The filling of all newly created or vacated positions shall be within the reasonable discretion of the Employer with consideration given to existing full time employees.

Vacated positions that will be filled shall be posted at the same title and grade, unless the job duties have changed, however, no vacancy may be downgraded more than three (3) grades. The Employer shall, in manning said positions, take into account all qualifications necessary for the efficient fulfillment of the job title. In the event two or more existing employees are considered for a position, and meet the essential job qualifications, preference shall be given to the employee who meets the job qualifications with equal consideration given to seniority, schooling, licensing/certifications, attendance and discipline history. Notwithstanding the remaining provisions of this section, if an employee was transferred into

a position with a higher grade, when said employee vacates that position, the position shall return back to the original grade that the position was intended for.

"Notwithstanding this Section, a vacancy or newly created position shall not require management to hire existing full time employees. Management maintains the right to fill any such positions with outside candidates. The Township shall notify the Union of all salary upgrades; upgrades not to exceed three (3) grades within same department. No additional upgrades for that position will occur for a period of at least one (1) year.

Section 4

All positions to be filled in accordance with Section 3 of this Article shall be posted for seven (7) business days except for salary upgrades of up to three (3) grades.

A decision shall be made thirty (30) calendar days after the close of the application period, or the Township shall provide notice to the Union of its withdrawal of the posting. If an existing employee is awarded the position shall have a sixty (60) day trial period. If said employee is found to be unqualified during the sixty (60) day trial period, said employee shall resume his/her former position at the same grade and step unless the position has been filled, in which case the employee shall assume an equivalent position thereto at the rate of pay of the former position and with no loss in seniority. If said employee has proven to the Employer to be qualified after the trial period, then the employee shall be made permanent.

ARTICLE XVII
WORK CLOTHING

Blue Collar Employees

Section 1

Every two years the Township shall provide eleven (11) sets of work clothing (11 pairs of pants, 11 long sleeve shirts, 2 ANSI Class III Nylon Fleece Lined Jacket in the designated safety color) to be used over two (2) years.

June 30th of each year each blue collar employee shall be provided with foul weather gear and five (5) short sleeved t-shirts.

All employees are required to wear the clothing provided while at work. The Township shall clean the uniforms weekly.

Additionally, effective no later than October 31st every two years, each blue collar employee shall be provided with his/her choice of a set of coveralls or a jacket.

All T-shirts, jackets, coats and safety vests shall conform to ANSI – III safety specifications before being issued to any employee.

The Township shall reimburse a Blue Collar employee for the replacement of safety eyeglasses broken in the performance of such employee's duties, except when protective glasses or goggles are provided and not worn.

Section 2

The Employer will provide to each blue-collar employee a shoe allowance for each contract year, in January of that year. The employees are required to wear the ANSI certified safety work shoes while at work. The style of the work shoe shall be chosen by the employees, with prior approval of the Department Head. In the event that an employee requires a specific work shoe in accordance with documented medical need, the Employer will reimburse the employee for the standard cost of the work shoes. The yearly shoe allowance shall not exceed one hundred fifty $150.00 dollars.

Section 3 Police Communication Operators and Fire Bureau

New Police Communication Operators and Fire Bureau employees shall be provided with an initial issue of uniforms and shall not be entitled to a clothing allowance during their first (1st) year of service. After completion of one (1) year of service, a clothing allowance in the amount of $700.00 shall be paid to all Police Communication Operators and Fire Bureau Employees annually. Payment will be made in two installments, April and October of each year, after certification by the Chief of Police and Chief of the Howell Township Fire Bureau that the employee has maintained his/her uniform to department standards. Fire Bureau uniforms will be replaced in the event they are damaged during the course of their official duties and upon presentment to Management.

Section 4 Field Personnel

Field personnel, for purposes of this section, shall include those employees, within the Department of Community Development and Tax Assessor's office, that conduct field inspections. Field personnel shall be

provided with his/her choice of a set of winter coveralls or a winter jacket no later than October 31st of the first year of this Agreement. They shall also be entitled to the shoe allowance in accordance with Section (2) of this Article.

ARTICLE XVIII
PROBATIONARY PERIOD

Section 1
All new employees shall serve a probationary period of six (6) months of continuous employment which may be extended for up to an additional six (6) month period at the discretion of the Township Manager. It is understood that the employee will be notified at the expiration of six (6) months of whether his/her employment is no longer subject to the probationary period or if the probationary period is being extended. During that time it is specifically agreed and understood that the Township has the right to terminate the employment of the probationary employee, and the Union and the employee may not resort to any grievance procedure or any other hearing procedure under those circumstances. Probationary employees shall be entitled to all other benefits under this Agreement except as specifically prohibited herein.

ARTICLE XIX
SALARIES AND WAGES

Section 1
Effective upon the date of ratification of this Contract March 5, 2019, all eligible employees will receive a salary increase retroactive to January 1, 2018. An eligible employee is an employee who worked for the Township during all or part of calendar year and is still employed by the Township on the date of ratification and approval of this Contract. Eligible employees who did not work the full calendar year will have the retroactive payment prorated. Employees who are not actively employed by the Township on the date of ratification and approval of this Contract, by reason of retirement on pension, shall be eligible for a retroactive payment, which shall be prorated where appropriate.

Effective and retroactive to January 1, 2018, 1% increase for steps 1-6
Effective and retroactive to January 1, 2019 1% increase for steps 1-6

Effective January 1, 2020, 1% increase for steps 1-6
Effective January1, 2021 1% increase for steps 1-6
For step 7 only, effective and retroactive to each January 1st of the Agreement, 2% increase on step 7 only.

Retro pay shall exclude and not affect meal allowance and Deputy Court Administrator overtime already paid in 2018 and to date in 2019.

Each year's salary guide is set out in **Appendix A** attached hereto as may be amended by the appropriate Township governing body from time to time.

Section 2

Longevity payments are eliminated. Employees currently receiving longevity payments as of December 31, 2014 shall continue to receive the pay differential at the rate as of December 31st 2014 with no increase thereafter.

Section 3

Employees assigned to work in a higher job classification, with the Township Manager's approval, for a temporary period of more than five (5) consecutive days shall receive the higher rate of pay while performing such assignment beginning with the 6th consecutive day; except the Township shall have a period not exceeding (30) working days accumulative to train an employee on a piece of equipment during which this will not apply. The Township agrees that the employee working in the higher classification in excess of five (5) consecutive days will not be switched out of the higher classification after five (5) days simply to avoid payment at the higher rate. The "higher rate" referred to above shall mean the rate of the next step on the salary scale of the higher classification that is higher than their own, but in no event shall this be less than a four (4%) percent increase over their own rate. Employees shall be chosen for higher classification on the basis of qualifications in accordance with Article XIII Section 3 of this Contract.

ARTICLE XX
SAFETY

Section 1
Employees shall not be required to use machinery or equipment when a majority of the Safety Committee certifies that it has a defect, or is not in proper working order so that it would be unsafe to operate.

Section 2
The Safety Committee of Howell Township shall include a representative of the Union.

Section 3
The Union recognizes the fact that it is the employees' responsibility to use all safety equipment provided for their protection.

Section 4
All safety equipment shall be purchased, replaced and maintained as per State, Federal and OSHA guidelines.

Section 5
The Township and the TWU agree to follow all fire and safety codes in the operations of Daily Business.

Section 6
The Township agrees to provide **annual** safety classes to all blue-collar employees.

ARTICLE XXI
PERSONAL DAYS

Section 1
Each employee shall receive three (3) personal days each year, which may be taken at any time during the year subject to approval by the Department Head. Notice for personal days must be given by the end of the preceding work day, or by the discretion of the Department Head if notice is later. Any employee who does not lose more than four hours of time due to a reported injury in any one calendar year shall receive an additional personal day the following year.

Personal days may be taken in hourly increments. During the first (1st) year of employment an employee shall be credited 1 day for every 4 months worked, not to exceed a total of three personal days accrued for the year. Any new employee hired before the 15th day of the month shall be credited with having worked one month for the purposes of calculating personal day entitlement. An employee may utilize personal days at any point during the year, but shall reimburse the employer the prorated quantity of days or hours if the employee resigns or is terminated from his/her employment prior to December 31. The Union agrees that any owed personal days will be deducted from the employee's last pay check by the Employer. The days shall not be cumulative to the following year. Personal days are prorated in the year of termination for retirement purposes as well.

ARTICLE XXII
EDUCATIONAL REIMBURSEMENT

Section 1

Should an employee desire to enroll in an approved work-related non-college course or workshop or seminar, such employee may submit a request for reimbursement of the expenses of such course or workshop to the Township Manager. The Township Manager may, in his discretion, approve those courses or workshops, provided that the continuing education will benefit the Township, it is related to an employee's work and funds are available. Employees must obtain advance approval in order to be eligible and proof of attendance, when available, shall be submitted after the employee has taken the course, workshop or seminar.

Section 2

A. Should an employee desire to attend college, such employee may submit a request to the Township Manager. The Township Manager may, in his discretion, approve those courses, which will benefit the Township, are related to an employee's work, and for which funds are available. Employees must obtain advance approval in order to be eligible.

B. The Township will pay for tuition only, in accordance with the following terms: Full payment if employee receives an A; 75% if employee receives a B; 50% if the employee receives a C; if the employee receives a D or less, there will be no reimbursement. The Township will pay for a maximum of six credits per semester for an individual. The maximum rate

paid will be equal to Rutgers University New Brunswick Rates. "Pass/Fail" courses will be reimbursed at 60% for pass, 0 for fail.

C. An employee shall be required to return to the Township 100% of the tuition funds reimbursed if that employee leaves the employ of the Township within two (2) years from the date of tuition reimbursement. If an employee leaves within (3) to (5) years he/she shall reimburse the Township for 50% of the tuition paid. Exceptions can be made at the Managers discretion for employees with (5) years of more.

Section 3
If an employee is ordered by the Township to attend work-related courses or schooling, the Township will pay for the course and all reasonably related expenses incurred. If the courses are voluntary, no overtime shall be accrued. The employee will be compensated if the course falls on their day off, using compensatory time or pay at the employee's option.

Section 4
Each instance of approval/disapproval shall be considered on its own merits and shall not be precedential as to other requests.

ARTICLE XXIII
CLOSING OF FACILITY

Section 1
The Employer agrees that notification to employees will be provided by a call-in-system or by direct notice from employees' supervisors when it is determined by the Employer that certain local government facilities will be closed because of weather conditions or other facility problems. Any decision of closing must come from the Manager's Office or directly from the Township Council.

If the facility is closed by the Township Manager the employee will not be charged for a sick day, vacation day or personal day pre-scheduled for that day. In the event that the Town Hall is closed or closes early due to weather conditions, all employees who are required to work shall receive equivalent compensatory straight time off. For the purposes of this Article, prescheduled shall be defined as having been submitted prior to 11:59 PM on the day prior to the closing.

ARTICLE XXIV
SAVINGS CLAUSE

Section 1

It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of the Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

Section 2

If any provisions are so invalid the Employer and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XXV
FURTHER NEGOTIATIONS

Section 1

Prior to the ending date of this Agreement, pursuant to the regulations of the New Jersey Public Employment Relations Commission, the parties shall confer, at mutually agreed upon times and places for the purposes of effectuating, if possible, a new or a continuation of the within agreement.

ARTICLE XXVI
DURATION OF AGREEMENT

Section 1

This Agreement shall be in effect as of January 1, 2018 up to and including December 31, 2021.

Section 2

This Agreement constitutes the entire Agreement between the parties of all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time that they negotiated or signed the Agreement.

Section 3

Any modification shall only be by mutual agreement between the parties. Such modifications, if agreed upon, shall be reduced to writing, signed by authorized representatives of both parties, and shall become a part of this Agreement as if negotiated herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives, attested by their respective secretaries and their corporate seals to be placed hereon on the 5th day of March 2019.

TOWNSHIP OF HOWELL

By: _____
Theresa Berger, Mayor

By: _____
Brian Geoghegan, Township Manager

TRANSPORT WORKERS UNION OF AMERICA, LOCAL 220

By: _____
Christina Scott, Executive Vice President

By: _____
Angela Martino, Chairperson

Salary Guide Appendix A

TWU SALARY GUIDE - 2018							
GRADE	*Step 1*	*Step 2*	*Step 3*	*Step 4*	*Step 5*	*Step 6*	*MAX Step*
12	33,417	34,685	36,313	37,917	39,646	41,115	43,145
13	34,685	36,313	37,917	39,646	41,115	42,722	44,754
14	36,313	37,917	39,646	41,115	42,722	44,315	46,723
15	37,917	39,646	41,115	42,722	44,315	46,265	48,650
16	39,646	41,115	42,722	44,315	46,265	48,173	50,776
17	41,115	42,722	44,315	46,265	48,173	50,278	52,716
18	42,722	44,315	46,265	48,173	50,278	52,199	54,990
19	44,315	46,265	48,173	50,278	52,199	54,451	57,416
20	46,265	48,173	50,278	52,199	54,451	56,853	59,864
21	48,173	50,278	52,199	54,451	56,853	59,277	62,443
22	50,278	52,199	54,451	56,853	59,277	61,831	65,372
23	52,199	54,451	56,853	59,277	61,831	64,731	68,272
24	54,451	56,853	59,277	61,831	64,731	67,603	71,217
25	56,853	59,277	61,831	64,731	67,603	70,519	74,400
26	59,277	61,831	64,731	67,603	70,519	73,671	77,744
27	61,831	64,731	67,603	70,519	73,671	76,982	80,944
28	64,731	67,603	70,519	73,671	76,982	80,150	84,345

TWU SALARY GUIDE - 2019							
GRADE	*Step 1*	*Step 2*	*Step 3*	*Step 4*	*Step 5*	*Step 6*	*MAX Step*
12	33,752	35,032	36,677	38,297	40,043	41,527	44,008
13	35,032	36,677	38,297	40,043	41,527	43,150	45,650
14	36,677	38,297	40,043	41,527	43,150	44,759	47,658
15	38,297	40,043	41,527	43,150	44,759	46,728	49,623
16	40,043	41,527	43,150	44,759	46,728	48,655	51,792
17	41,527	43,150	44,759	46,728	48,655	50,781	53,771
18	43,150	44,759	46,728	48,655	50,781	52,721	56,090
19	44,759	46,728	48,655	50,781	52,721	54,996	58,565
20	46,728	48,655	50,781	52,721	54,996	57,422	61,062
21	48,655	50,781	52,721	54,996	57,422	59,870	63,692
22	50,781	52,721	54,996	57,422	59,870	62,450	66,680
23	52,721	54,996	57,422	59,870	62,450	65,379	69,638
24	54,996	57,422	59,870	62,450	65,379	68,280	72,642
25	57,422	59,870	62,450	65,379	68,280	71,225	75,888
26	59,870	62,450	65,379	68,280	71,225	74,408	79,299
27	62,450	65,379	68,280	71,225	74,408	77,752	82,563
28	65,379	68,280	71,225	74,408	77,752	80,952	86,032

TWU SALARY GUIDE - 2020							
GRADE	*Step 1*	*Step 2*	*Step 3*	*Step 4*	*Step 5*	*Step 6*	*MAX Step*
12	34,090	35,383	37,044	38,680	40,444	41,943	44,889
13	35,383	37,044	38,680	40,444	41,943	43,582	46,563
14	37,044	38,680	40,444	41,943	43,582	45,207	48,612
15	38,680	40,444	41,943	43,582	45,207	47,196	50,616
16	40,444	41,943	43,582	45,207	47,196	49,142	52,828
17	41,943	43,582	45,207	47,196	49,142	51,289	54,847
18	43,582	45,207	47,196	49,142	51,289	53,249	57,212
19	45,207	47,196	49,142	51,289	53,249	55,546	59,737
20	47,196	49,142	51,289	53,249	55,546	57,997	62,284
21	49,142	51,289	53,249	55,546	57,997	60,469	64,966
22	51,289	53,249	55,546	57,997	60,469	63,075	68,014
23	53,249	55,546	57,997	60,469	63,075	66,033	71,031
24	55,546	57,997	60,469	63,075	66,033	68,963	74,095
25	57,997	60,469	63,075	66,033	68,963	71,938	77,406
26	60,469	63,075	66,033	68,963	71,938	75,153	80,885
27	63,075	66,033	68,963	71,938	75,153	78,530	84,215
28	66,033	68,963	71,938	75,153	78,530	81,762	87,753

TWU SALARY GUIDE - 2021							
GRADE	*Step 1*	*Step 2*	*Step 3*	*Step 4*	*Step 5*	*Step 6*	*MAX Step*
12	34,431	35,737	37,415	39,067	40,849	42,363	45,787
13	35,737	37,415	39,067	40,849	42,363	44,018	47,495
14	37,415	39,067	40,849	42,363	44,018	45,660	49,585
15	39,067	40,849	42,363	44,018	45,660	47,668	51,629
16	40,849	42,363	44,018	45,660	47,668	49,634	53,885
17	42,363	44,018	45,660	47,668	49,634	51,802	55,944
18	44,018	45,660	47,668	49,634	51,802	53,782	58,357
19	45,660	47,668	49,634	51,802	53,782	56,102	60,932
20	47,668	49,634	51,802	53,782	56,102	58,577	63,530
21	49,634	51,802	53,782	56,102	58,577	61,074	66,266
22	51,802	53,782	56,102	58,577	61,074	63,706	69,375
23	53,782	56,102	58,577	61,074	63,706	66,694	72,452
24	56,102	58,577	61,074	63,706	66,694	69,653	75,577
25	58,577	61,074	63,706	66,694	69,653	72,658	78,955
26	61,074	63,706	66,694	69,653	72,658	75,905	82,503
27	63,706	66,694	69,653	72,658	75,905	79,316	85,900
28	66,694	69,653	72,658	75,905	79,316	82,580	89,509

Appendix B
SALARY GRADES

SALARY GRADE	POSITION TITLE
12	Bus Driver
12	DPW I
12	Receptionist
13	Program Coordinator I
13	Transportation Coordinator/Van Driver I
14	Administrative Assistant I
14	Assistant Violations Clerk
14	Tax & Utilities Clerk I
15	Code Inspector I
16	Administrative Assistant II
16	Assessing Clerk I
16	Program Coordinator II
16	Tax & Utilities Clerk II
16	Transportation Coordinator/Van Driver II
16	Violations Clerk
17	Confidential Secretary I
17	Code Inspector II
17	Custodian I
17	Purchasing Assistant I
17	Technical Assistant to the Construction Official I
18	Administrative Assistant III
18	Assessing Clerk II
18	Fire Prevention Inspector I
18	Laborer
18	Tax & Utilities Clerk III
18	Utilities Laborer I
19	Code Inspector III
19	Program Coordinator III
19	Utilities Laborer II
20	Administrative Assistant IV
20	Assistant to the Tax Assessor I
20	Community Development Technician
20	Fire Prevention Inspector II
20	Fire Prevention – Protection Inspector I
20	Purchasing Assistant II
20	Tax & Utilities Clerk IV
20	Technical Assistant to the Construction Official II

20	Custodian II
21	Maintainer
21	Utilities Maintainer
22	Administrative Assistant V
22	Code Enforcement Official I
22	Fire Prevention Inspector III
22	Financial Accounting Assistant I
22	Maintenance Worker
22	Tax & Utilities Clerk V
22	Tree Trimmer
23	Mechanic
23	Fire Prevention – Protection Inspector II
23	Mechanical Technician
23	Utilities Mechanical Technician
24	Administrative Assistant VI
24	Assistant to the Tax Assessor II
24	Code Enforcement Official II
24	Engineering Aide I
24	Equipment Operator
24	Executive Police Secretary
24	Financial Accounting Assistant II
24	Mechanic Fabricator/Welder
24	Tax & Utilities Clerk VI
25	Crew Leader
25	Information Systems Operator I
25	Police Telecommunications Operator
25	Staff Engineer I
25	Utilities Crew Leader
26	Guarantees Coordinator
26	Administrative Officer to Planning and Zoning Boards
26	Building Inspector I
26	Financial Accounting Assistant III
26	Code Enforcement Official III
26	Electrical Inspector I
26	Engineering Aide II
26	Plumbing Inspector I
27	Building Inspector II
27	Electrical Inspector II
27	Operations Supervisor
27	Plumbing Inspector
27	Staff Engineer II

28	Building Sub Code Official
28	Electrical Inspector/Sub Code Official
28	Engineering Aide III
28	Plumbing Inspector/Sub Code Official
28	Senior Police Telecommunications Operator
28	Foreman
28	Information System Operator II
28	Purchasing Officer/QPA

APPENDIX C

FAMILY AND MEDICAL LEAVE

1. Eligibility

Employees may be entitled to a leave of absence under the federal Family and Medical Leave Act (FMLA) and/or New Jersey Family Leave Act (NJFLA). This policy provides employees information concerning FMLA and NJFLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact the director of human resources.

FMLA leave is available to employees who meet the following criteria: an employee must: (1) have been employed by the Township of Howell for at least 12 months (which need not be consecutive); (2) have been employed by the Township of Howell for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and (3) be employed at the worksite where 50 or more employees are located within 74 miles of the worksite.

NJFLA leave is available to employees who meet the following criteria: (1) have been employed by the Township of Howell for at least 12 months; and (2) worked 1,000 hours during the immediately preceding 12-month period.

Eligible employees who take leave under this policy must use all accrued available vacation, sick and personal days during the leave or usage of time as per Union contract. The use of accrued time will not extend the leave period. After exhausting accrued time, the employee will no longer be paid for the remainder of the leave.

2. Entitlements

The FMLA and NJFLA provide eligible employees with a right to leave and health insurance benefits. The FMLA also entitles employees to certain written notices concerning their potential eligibility for and designation of FMLA leave. The employee will receive seniority credit for the time that the employee has been on leave. At the conclusion of the leave period, an eligible employee is entitled to reinstate to the position the employee previously held or to an equivalent one with the same terms and benefits that existed prior to the exercise of leave.

A. FMLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period id determined based on a rolling 12-month period measured backward from the date an

employee uses his/her FMLA leave. Leave may be take for anyone, or for a combination, of the following reasons:

(i) To care for the employee's child after birth, or placement for adoption or foster care;
(ii) To care for the employee's spouse, son, daughter or parent (but not in-law) who has a serious health condition.

(iii) For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job and/or

(iv) Because of any qualifying exigency arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on active duty or has been notified of an impending call or order to active duty status in the National Guard or Reserves in support of contingency operation

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

B. NJFLA Leave Entitlement

An employee's NJFLA unpaid leave entitlement is limited to a total of 12 weeks in any 24 month period upon advanced notice to the Township. The 24-month period is calculated using a "rolling period" by measuring backward from the date an employee uses leave. Leave taken because of the birth or the placement for adoption. NJFLA unpaid leave for an employee may be taken to provide care made necessary by reason of:

(i) The birth of a child of the employee;

(ii) The placement of a child with the employee in connection with adoption of such child by the employee; or

(iii) The serious health condition of a family member of the employee (family Members include parent. In-laws, children, and spouse).

C. FMLA AND NJFMLA

Leave covered by both FMLA and NJFLA will run concurrently. For example, an employee taking leave to care for a family member will have the leave designated as both FMLA and NJFLA leave

3. Military Family Leave Entitlement (Injured Service Member Leave)

In addition to the basic FMLA leave entitlement discussed above, an eligible member who is the spouse, son, daughter, parent or next of kin of a covered service member is entitled to take up to 26 weeks of leave during a single 12-month period to care for the service member with a serious injury or illness or up to twelve (12) weeks in a year for a qualifying exigency. A qualifying exigency occurs when a member of the National Guard or Reserves is called to active duty and a close member of his/her family must attend official ceremonies or family support or assistance meetings, there is a short deployment, to attend to childcare matters, attend to financial and/or legal matters, or counseling. Leave to care for a service member shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured service member.

4. Intermittent Leave and Reduced Leave Schedules

FMLA and/or NJFLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered service member. In addition an employee with more than one qualifying event within a 12 month period is not entitled to a separate 12 week period of leave for each event.

5. No Work While on Leave

The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by law.

6. Notices of Eligibility for, and Designation of, FMLA Leave

Employees requesting FMLA leave are entitled to receive written notice from the Township of Howell telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: (1) their rights and responsibilities in connection with such leave; (2) Township of Howell's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and (3) the

amount of leave, in known, that will be counted against the employee's leave entitlement.

The Township of Howell may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the Township of Howell's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualifying for FMLA protection, the Township of Howell and employee can mutually agree that leave be retroactively designated as FMLA leave.

7. Employee Leave Obligations

A. Provide Notice of the Need for Leave

Employees who take FMLA and/or NJFLA leave must timely notify the Township of Howell of their need for leave. If the leave is foreseeable. The employee shall be required to provide at least thirty (30) days' notice prior to the leave beginning. If the leave needs to begin in less than thirty (30) days, the employee must provide such notice as is practicable. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy the notice obligations, may have leave delayed or denied.

B. Procedure

The employee shall submit to the Township Manager a written form entitled Application for Family Medical Leave. The Application for Family Medical Leave form provides the Township with, among other things, notice that leave will be taken, the amount of leave to be taken, and the reason for the leave. In addition, if the leave involves an illness, the employee shall be required to submit to the Township Manager a written form entitled Certification of Health Care Provider. The Certification of Health Care Provider form must be completed by a health care provider and shall include, among other things:

(1) The date which serious health condition commenced;
(2) The probable duration of the condition;
(3) The appropriate medical facts within the knowledge of the health care provider regarding the condition;
(4) Where applicable, a statement that the employee is needed to care for a covered relation and the amount of time needed to care for the person.

Intermittent or reduced leave medical certifications shall state:

(1) The dates on which treatment is expected to be given and the duration of such treatment;
(2) A statement of the medical necessity for the intermittent or reduced leave schedule and the expected duration;

(3) Where applicable, a statement that an intermittent or reduced leave schedule is necessary to care for a covered relation or will assist in the recovery and the expected duration and schedule of the leave.

The Township may require subsequent recertification on a seasonable basis. Failure to provide any certification is grounds for denial of the leave. If the Township has doubt as to the validity of the certification provided, the Township may require, at its expense, that the employee obtain a second opinion from a health care provider selected by the Township. If the second opinion differs from the first, a third mutually agreeable health care provider shall be selected, whose opinion shall be binding. The Application for Family Medical Leave form and the Certification of Health Care Provider form is available in the Office of the Township Manager.

Commencing on July 1, 2009, Family Temporary Disability ("FTC") payments for up to six (6) weeks in a twelve (12) month period will become available for eligible employees who are caring for a seriously ill immediate family member who is incapable of self-care or care of a newborn or adopted child. To be eligible, the employee must have worked at least 20 weeks at minimum wage within the last 52 weeks or earned 1000 times the minimum wage. The weekly benefit is 2/3 of weekly compensation up to maximum of $524 per week (this amount is subject to change). FTD will run concurrently with FMLA and/or FLA leaves and there is a one week waiting period. Employees may also be required to use accrued sick, vacation or personal leave for up to two weeks.

Unless the Township grants an extension, an employee who fails to return to work upon the expiration of a family or medical leave could be subject to discipline up to and including termination. Employees should direct their written request for an extension of leave to the Township Manager as soon as they realize that they will not be able to return at the expiration of the leave.