# AGREEMENT

**Between the**

**TOWNSHIP OF MOUNT OLIVE**

**and the**

**MOUNT OLIVE TOWNSHIP PUBLIC EMPLOYEES ASSOCIATION**

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**January 1, 2013 through December 31, 2015**

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## SECTION I - PREAMBLE

THIS AGREEMENT entered into this ____ day of _____, 2013, by and between the Township of Mount Olive, situated in the County of Morris, New Jersey, a Municipal Corporation of the State of New Jersey, (hereinafter referred to as "Township") and the Mount Olive Township Public Employee's Association, (hereinafter referred to as the "Association"), represents the complete and final understanding of all bargainable issues between the Township and the Association. For reference purposes, those portions of this Agreement denoted with Roman numerals (I, II, III, etc.) shall be referred to as sections, those portions denoted with alphabetical characters (A, B, C, etc.) shall be referred to as paragraphs, and those portions denoted with standard numbers (1, 2, 3, ETC.) shall be referred to as subparagraphs.

## SECTION II - AGREEMENT TERMS GENERAL

This Agreement made a part thereof, shall be in full force as of January 1, 2013 and shall remain in effect through December 31, 2015.

## SECTION III - RECOGNITION AND APPLICABILITY

The Township hereby recognizes the Mount Olive Township Public Employee's Association as the exclusive collective bargaining agent for all permanent full-time and qualified part-time employees except for police officers, supervisors, department directors, temporary and seasonal employees, and confidential or otherwise exempt employees of the Administration.

## SECTION IV - ASSOCIATION PRIVILEGES

A. Representatives of the Association may enter the Township facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. To do so, the Association must request permission from the Mayor, Business Administrator, or one of their duly authorized designees, and such permission shall not be unreasonably withheld. Association business or meetings may be held on Township time and property, but only with the consent of the Mayor, Business Administrator or their duly authorized designee.

B. An area of the Municipal Building, presently the kitchen, is designated as an employee lounge and in this area a bulletin board will be available for the posting of all Association notices and business.

## SECTION V - ASSOCIATION DUES AND CHECKOFF SYSTEM

A. The Township agrees to deduct from the salaries and/or wages of its employees, dues for the Association. Those employees not excluded by this Agreement, who enjoy the benefits of the Union, but are not members, will pay dues in an amount not to exceed 85% of normal dues. Such deductions shall be made pursuant to and in compliance with N.J.S.A. 52:14-15.9(e) as amended. Said deductions shall be made on a bi-weekly basis. No monies shall be deducted for any employee unless the authorization form in subsection "C" below is signed and delivered to the Township Treasurer. Said monies, together with records of any corrections, shall be transmitted to the Association Treasurer by the fifteenth ($15^{th}$) of each month for the pay periods in which deductions were made.

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the Township written notice at least thirty (30) days prior to the effective date of such change.

C. The Association shall provide the necessary check-off authorization forms and secure the signatures of its members on the forms and deliver the signed forms to the Township Treasurer. The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Township arising from fault or mistake of the Association in reliance upon salary deductions.

## SECTION VI - DUES CHECK-OFF AND REPRESENTATION FEE

A. Check-Off Agreement

The Employer agrees to deduct local Association dues and turn over such money to the fully elected Treasurer of the Association on a monthly basis. The Association will file authorization forms with the Employer, signed by each employee prior to such deduction.

B. Purpose of Fee

If a member of this bargaining unit does not become a member of the Association during any membership year which is covered by this Agreement, in whole or in part, said employee will be required to pay a representation fee to this Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative. Employees excluded from joining the Association based upon their job classification are exempt from any representation fee.

C. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the Finance Director in writing of the amount of regular membership dues charged by the Association to its own members for that membership year. The representation fee to be paid by non-members may be up to eighty-five percent (85%) of the total amount of the regular Union dues.

D. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by the Agreement, the Association will submit to the Township a list of those Association employees who have not become members of the Association for the then current Membership year. The Township will deduct from the salaries of such Employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Deduction Schedule

The Township will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforementioned non-member list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

a) Fifteen (15) days after receipt of the aforementioned non-member list by the Township, or

b) Thirty (30) days after the employee begins his or her employment in the bargaining unit position, unless the employee previously served in a non-bargaining unit position and then became covered by this Agreement or was laid off, in which event the deductions will begin with the first paycheck paid to said employee after the resumption of the employee's employment in a bargaining unit position.

3. Termination of Employment

An employee who is terminated for any reason shall only pay that portion of the annual fees of the Association due in equal installments up to the date of termination.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues.

5. Changes

The Association will notify the Finance Director in writing of any changes in the list of non-members provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than fifteen (15) days after the Finance Director received said notification.

6. New Employees

The Association will be informed of the employment of each individual eligible for membership in the Association.

7. Demand and Return System

The Association's entitlement to the above-described representation fee shall be based upon the establishment by the Association of a demand and return system in accordance with the mandates of N.J.S.A. 34:13A-5.6.

8. Hold Harmless

Provided the Employer has met its obligations pursuant to this Article, the Association agrees that it will indemnify and hold harmless the Township against

any and all actions, claims, demands, losses or expenses (including reasonable attorneys fees) in any matter arising from any action taken or inaction by the Township based upon the terms of this Article and/or the request of the Association.

## SECTION VII - GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment and to resolve grievances as soon as possible so as to assure efficiency and promote employee's morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Department Head and from having the grievance adjusted without the intervention of the Association.

B. Definition

1. The term "contractual grievance" as used herein means any controversy arising over the interpretation or application of the expressed terms and conditions of this Agreement. The term "administrative grievance" as used herein means any controversy arising over the interpretation or application of Township policies or administrative decisions that affect the terms and conditions of employment of the employees covered by this Agreement.

2. Both contractual grievances and administrative grievances may be raised by an individual employee or by the Association. The Association shall be represented in grievances with the Township by a committee consisting of the grievant, a member of the Executive Committee, and one other designated representative.

C. Steps of Grievance Procedure

Step 1

a) An aggrieved employee shall institute a grievance by submitting it in writing to the employee's immediate non-unit supervisor within ten (10) days of the date of the occurrence giving rise to the grievance. The grievance shall state the date of the occurrence, the pertinent facts, and whether it is a contractual or administrative grievance, and, if a contractual grievance, the express terms and conditions of this Agreement alleged to have been violated. Failure to file a written statement of grievance within ten (10) days of the occurrence shall bar the Association and the grievant from instituting the grievance.

b) The non-unit supervisor or his/her designee shall render a decision in writing within ten (10) days after receipt of the grievance.

Step 2

a) In the event the grievance has not been resolved through Step 1, the same shall be reduced to writing, including the reasons objecting to the decision, signed by the grievant and filed with the Department Director, or his designee, within five (5) days after the decision was rendered by the immediate supervisor.

b) The Department Director, or his designee, shall review the matter and render a decision within five (5) days after the receipt of the grievance.

Step 3

a) In the event the grievance has not been resolved through Step 2, within five (5) days after the Department Director or his designee has rendered a decision, the grievant may appeal to the Township Administrator, submitting therewith the grievance and the reasons for objecting to the Department Head's decision.

b) The Township Administrator shall review the matter and render a decision in writing within five (5) days after the receipt of the grievance.

Step 4

a) In the event the grievance has not been resolved through Step 3, within five (5) days after the Township Administrator or his designee has rendered a decision, the grievant may appeal to the Mayor, submitting therewith the grievance and the reasons for objecting to the Township Administrator's decision.

b) The Mayor shall review the matter and render a decision in writing within ten (10) days after the receipt of the grievance.

Step 5

a) For contractual grievances not resolved or otherwise settled through Steps 1, 2, 3 and 4, the parties may invoke pre-arbitration mediation through the New Jersey State Board of Mediation or other agreed upon procedure. If the grievance remains unresolved, the Association, on behalf of the individual employee grievant, may refer the matter to binding arbitration by an arbitrator to be selected pursuant to the rules of the Public Employment Relations Commission. For administrative grievances not resolved or otherwise settled through Steps 1, 2, 3 and 4, the Association on behalf of the individual employee grievant may refer the matter to advisory arbitration by an arbitrator to be selected pursuant to the rules of the Public Employment Relations Commission. The Association's request

for arbitration must be made to PERC no later than ten (10) days after receipt of the Step 4 decision of the Mayor, or within ten (10) days of the completion of mediation as the case may be.

b) No arbitration hearing shall be scheduled sooner than thirty (30) days after the decision of the Mayor. In the event the grievant elects to pursue any other appellate remedy, the arbitration under Step 5 shall be barred.

c) The arbitrator shall be bound by the express provisions of this Agreement, and restricted to the application of the facts presented which are relevant to the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of the Agreement or any amendment or supplement thereto. The Arbitrator shall be bound by the laws of the State of New Jersey and of the United States and shall be without authority to make any decision which requires the commission of an act prohibited by law. The Arbitrator's decision shall be in writing and shall set forth in detail his findings of fact, reasoning and conclusions on the issues submitted.

d) The costs for the services of the Arbitrator shall be shared equally by the parties. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same. In the event the grievance is settled prior to issuance of a written decision and award by the Arbitrator, the cost of the services of the arbitrator shall be split equally between the Township and the Association.

e) Effect of Time Limits

Failure on the part of the grievant or the Association to comply within the time limits applicable to the several steps of the grievance procedure shall bar any further processing of the grievance. At any step of the grievance procedure, if a decision has not been received by the grievant and/or the Association within the stipulated time limit, the grievance shall be deemed to have been denied. In such an event, the applicable time limits for the proceeding to the next step of the grievance procedure shall commence upon expiration of the time when the decision was to have been received.

## SECTION VIII - MOTOR VEHICLE REIMBURSEMENT

The Township agrees that it will provide Township vehicles for the use of employees for municipal business. As such vehicles are available for use by employees as determined by the Township, however, permission to use the municipal vehicle must be granted by the employee's supervisor and approved by the Department Director and is subject to all applicable federal and/or State tax withholding when used for commuting purpose. However, if there are no Township vehicles available, and it is found necessary for an employee to use his/her own vehicle for municipal business, an employee will be reimbursed at a rate determined on a yearly basis by the IRS rates.

## SECTION IX - EMPLOYEE UNIFORMS

A. The Township shall provide work uniforms in accordance with current practices to the following classes of employees:

1. All outdoor employees of the Divisions of Roads, Water & Sewer, Sanitation, Parks, Buildings & Grounds.

2. Animal Control Officer.

B. Each non-clerical employee of the Division of Roads, Water & Sewer, Sanitation, Parks and Buildings & Grounds and the Inspectors in the Division of Health, Engineering and Inspections and the Zoning Dept. shall be entitled to receive from the Township a total reimbursement not to exceed $2250.00 annually. The annual reimbursement for the purchase of safety shoes shall be $225.00, payable as $100.00 with the first pay period of the contract year and $125.00 with the first pay period in July.

C. Safety shoes shall be furnished to all employees in the bargaining unit whose position requires regular outdoor work. Replacement of such gear, if due to personal loss or negligence, shall be the employee's responsibility. Replacement due to use, wear or other on-the-job activity shall be the responsibility of the Township as determined by the non-unit supervisor subject to approval by the Department Director. Specifications on the safety shoe will be determined by the Township. As of January 1, 2003, the following must be met:

1. All DPW Employees

"Authorized protective safety shoe shall meet or exceed ANSIZ41-1991 and must be a minimum 6 inch upper work shoe with steel toe. Typically, one shoe of each pair would be clearly and legibly identified in letters and numbers by stitched-in-labels, stamping and/or pressure sensitized labels. The labels shall identify the shoe as complying with the standard. Where this is not the case, the employee will be required to provide the Supervisor proof of compliance prior to wearing the shoe."

2. All Qualifying Field Personnel/Non-DPW

"Authorized protective safety shoe shall meet or exceed ANSIZ41-1991. Typically, one shoe of each pair would be clearly and legibly identified in letters and numbers by stitched-in labels, stamping, and/or pressure sensitized labels. The labels shall identify the shoe as complying with the standard. Where this is not the case, the employee will be required to provide the Supervisor proof of compliance prior to wearing the shoe."

**ANYONE REPORTING TO WORK, WITHOUT THE PROPER SAFETY SHOE, WILL BE SENT HOME FROM WORK WITHOUT PAY.**

**EFFECTIVE JANUARY 1, 2003, THE ABOVE SPECIFICATION MUST BE MET WITHOUT EXCEPTION.**

D. Work gloves shall be available for use by personnel in the Division of Roads, Water & Sewers, Parks, Buildings & Grounds and Sanitation. The responsibility for their distribution shall be vested in the non-unit supervisor.

E. All permanent, full-time, outdoor employees of the Division of Roads, the Division of Water & Sewer, Division of Parks and the Division of Buildings & Grounds, and Division of Sanitation will be furnished with six (6) pairs of medium weight pants, five (5) blue t-shirts, five (5) lime green t-shirts, one (1) lime hooded sweatshirt, seven (7) long sleeved shirts and two (2) winter jackets, and one (1) high quality insulated vest. Each employee shall receive the above allocation as a yearly allowance and all replacements become the sole responsibility of the employee. After an employee has received the initial two (2) winter jackets, they will be replaced on a one per year basis.

F. All covered employees will receive the same quality/brand of clothing; as agreed upon by the Union and management.

G. The employees shall be responsible for maintaining and laundering their own uniforms and/or coveralls. Replacement due to use, wear, or other on-the-job related activities shall be the responsibility of the Township unless the lost, damaged, wear or un-usability of the uniform is due to the employee's negligence or misconduct. Uniforms and/or coveralls shall be replaced as set forth above subject to approval by the non-union supervisor and the department director. It is specifically agreed that at all times, employees of the Division of Roads, Water & Sewer, Parks, Buildings & Grounds and Sanitation shall have five (5) usable uniforms with mechanics having an additional one usable set of coveralls. Employees shall be required to wear the uniforms set forth in Paragraph E while on duty, however, employees may not wear these uniforms during off hours.

H. Probationary Period - If a new employee leaves the employ of the Township for any reason within sixty (60) days of their date of hire, the employee shall be responsible to reimburse the Township for the cost of their uniforms.

I. Dispatchers – Should the Chief require uniforms, a uniform allowance will be negotiated subject to the type of uniform being required. If no agreement is reached on the amount of uniform allowance, the dispute shall be submitted to the grievance and binding arbitration provisions of the Agreement. Any arbitrator award shall be limited to a $750.00 per employee per year maximum.

## SECTION X - INSURANCE

A. Health Insurance

Effective as soon as practicable, the Township will provide health and prescription drug benefits under the State Health Benefits Plan. The Employer reserves the right to change carriers, so long as the benefits to be provided are not less than equal.

B. Employee Contribution

Employees shall contribute to health benefits pursuant to State law.

C. Disability Insurance

The Township will subscribe to and provide to each employee on a ½ employer payment – ½ employee payment basis, a comprehensive disability insurance plan, which plan shall be mutually agreed upon by the Township and the Association.

D. Dental Insurance

The current dental insurance program of Delta Dental with full family coverage shall be continued and shall be provided to all members of the bargaining unit, the premiums for the same will be paid for by the Township. Annual dental benefit maximum will be $2,000 per year per person or covered dependent. Lifetime orthodontia benefits will be $3,000.00 per person maximum.

F. Retiree Benefits

All employees with a minimum of twenty-five (25) years of continuous service with Mt. Olive Township and a minimum age of 55 will be eligible to receive health insurance coverage equal to that provided during employment after their retirement. In the event the employee or his or her spouse/civil union partner is eligible to receive health insurance benefits from any other source, the Township's coverage will always be secondary. In the event of a retiree's death, health care coverage for the surviving spouse and eligible dependents of the retiree shall continue at no cost to the spouse.

## SECTION XI - PROMOTIONAL OPPORTUNITIES

A. The Township hereby agrees to post all promotional opportunities within the Township on all departmental bulletin boards and a copy forwarded to the President of the MOTPEA.

B. Where two or more applicants for a promotion are of equal qualifications as determined by Administration, the employee with greater seniority shall be awarded the position. The Township is not obligated to promote unit employees to a position outside the unit.

## SECTION XII - ON THE JOB TRAINING

A. It is hereby agreed by and between the parties of this Agreement that the concept of on the job training is one which is looked upon with favor by both parties hereto as the method by which personnel can be prepared for promotional opportunities within the framework of their current occupation.

B. If, upon the approval of the Business Administrator, the Township requires an employee to attend a course or training program, then the Township will pay the costs of the course or training program in question including tuition, books, fees and mileage. The employee must receive a "C" or better for reimbursement by the Township. If a letter grade is not given, an indication of a satisfactory or passing grade must be indicated. The Township shall not be responsible for any costs of other courses or training programs. The Township shall not be responsible for any costs where specified courses, programs, licenses, or certificates are required as part of the qualifications of a position.

C. As funds are available, employees may be reimbursed for tuition, books and other fees for any course or training program which will assist the employee in the performance of his/her job or which will train the employee for work of greater responsibility within the Township. Employees shall file written requests for this reimbursement, receive prior supervision approval and receive an indication of satisfactory completion of the course or training program. The total amount of monies from which reimbursement may be drawn for each year of the contract is $1,000.00.

If an employee has been reimbursed for an educational program that provides needed job certification for licensing, the employee agrees to work for the Township for a period of 3 years from the date of successful completion of the course. Should the employee choose to terminate his/her employment prior to the completion of the 36-month period following the completion of the course, the employee will be held responsible for the re-payment of a pro-rated share of the costs incurred by the Township.

## SECTION XIII - HOLIDAYS

A. The following dates shall be considered as holidays for all employees within the bargaining unit:

| **Holiday** | **2013** | **2014** | **2015** |
|---|---|---|---|
| New Years Day | 1/1/2013 | 1/1/2014 | 1/1/2015 |
| Martin Luther King Day | 1/21/2013 | 1/20/2014 | 1/19/2015 |
| *Presidents' Day* | 2/18/2013 | 2/17/2014 | 2/16/2015 |
| Good Friday | 3/29/2013 | 4/18/2014 | 4/03/2015 |
| Memorial Day | 5/27/2013 | 5/26/2014 | 5/25/2015 |
| July 4th | 7/4/2013 | 7/4/2014 | 7/3/2015 |
| Labor Day | 9/2/2013 | 9/1/2014 | 9/7/2015 |
| Columbus Day | 10/14/2013 | 10/13/2014 | 10/12/2015 |
| Veterans Day | 11/11/2013 | 11/11/2014 | 11/11/2015 |
| Thanksgiving | 11/28/2013 | 11/27/2014 | 11/26/2015 |
| Day After Thanksgiving | 11/29/2013 | 11/28/2014 | 11/27/2015 |
| Christmas | 12/25/2013 | 12/25/2014 | 12/24/2015 |
| Day After Christmas | 12/26/2013 | 12/26/2014 | 12/25/2015 |
| Floating Holiday | 7/05/2013 | 7/3/2014 | 7/2/2015 |

B. In the event a holiday falls on a Sunday, employees shall be granted the following day (Monday) off in lieu thereof. In the event a holiday falls on a Saturday, the employees shall be granted the preceding day (Friday) off. However, with respect to employees who normally work on Saturdays, holidays falling on that day shall be observed on that day.

C. Any employee working one of the above holidays shall be paid the employee's regular daily pay plus an additional two (2) times the employee's straight time hourly rate of pay for the hours actually worked. If an employee's duties are such that an employee is required to work a regular schedule regardless of the occurrence of holidays during that scheduled period, then such employees shall receive their regular daily rate of pay for holidays worked, but shall also receive in lieu of the holiday an additional day off with full pay for each scheduled holiday worked.

D. Sanitation employees may be scheduled to work on a scheduled holiday. Any sanitation employee working on a holiday shall receive their regular daily rate of pay for holidays worked, but shall also receive in lieu of the holiday an additional day off with full pay for each scheduled holiday worked.

E. Dispatcher Holiday Work Coverage

Dispatchers will receive double-time pay when working the following Holidays:

- New Years Day
- Easter Sunday
- Memorial Day (date observed nationally)
- Labor Day (date observed nationally)
- Fourth of July (July 4)
- Thanksgiving Day (date observed nationally)
- Christmas Day (December 25)

Any dispatcher (full or part-time) who works a shift that includes any portion of the above listed days will be paid their entire shift at a double time pay rate.

## SECTION XIV - VACATIONS

A. All full-time and regular part-time employees within the bargaining unit shall be granted the following vacations:

1. Less than 5 years of service - (10 days per year), provided no vacation can be taken until completion of employee's first six (6) months of service.

2. Over 5 years but less than 10 years of service – (16 days per year).

3. Over 10 years but less than 15 years of service – (20 days per year).

4. Over 15 years of service – (25 days per year).

B. The amount of vacation taken in any one-anniversary year may not exceed the amount earned over a one-year period except with the approval of the Department Head and Township Administrator.

C. Upon termination of employment, an employee shall be credited for accrued vacation up to the date of termination. If an employee had taken vacation in excess of what he/she is entitled based upon their actual number of days worked in the year to their termination date, any excess usage shall be deducted from their final pay check.

D. Voluntary Termination

For the purpose of computing vacation, length of service shall begin on the date of original employment with the Township. If an employee shall voluntarily terminate employment for any reason and then be re-employed, his/her length of service shall begin on the date of reemployment.

E. Involuntary Termination

If an employee shall involuntarily be terminated, where such termination was not the result of disciplinary action or cause, and then be re-employed by the Township, the employee shall receive full credit for vacation for prior length of service with the Township.

F. Part-time employees qualifying for benefits shall earn vacation on a pro-rated basis.

G. Employees who are unable to take vacation due to departmental business purposes may carry over two (2) weeks vacation and may use that time up until June 30th of the following year with permission of the Business Administrator.

## SECTION XV - SICK LEAVE

A. Amount of Sick Leave

1. Sick leave is accumulated for all permanent employees on the following schedule:

   a) First sixty calendar days of employment - No Leave

   b) Sixty days to one (1) year of service retroactive to date of employment- 1 Day a Month.

   c) After one year of service - 14 Days Per Year.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, personal injury or exposure to contagious disease. Sick leave may be utilized for short periods because of death in the employee's immediate family as defined below.

3. Sick leave, not taken, shall be accumulated to an unlimited amount for use by the employee in case of illness or personal injury. Sick leave, not taken, shall be accumulated up to a maximum of ninety (90) days for use towards early retirement at the final rate of pay, provided the Township is given not less than 180 days notice of the retirement. This may be waived under extreme circumstances. Retirement as used herein means retirement under the Public Employees Retirement System.

4. Up to ten (10) days of accumulated, unused sick leave may be taken as days off with pay when an employee with ten (10) or more consecutive years of service with the Township shall voluntarily resign or be involuntarily laid off due to lack of work or funds. Such additional pay shall be calculated on the basis of the employee's final rate.

B. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified not more than fifteen (15) minutes after the employee's starting time. Failure to so notify his supervisor may be cause of denial for the use of sick leave for that absence and may constitute cause for disciplinary action.

2. Verification of Sick Leave

   An employee who is absent on sick leave for four (4) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness. Where there is a suspected pattern of abuse by the Administration, the Township may require proof of illness of an employee for any

sick leave in excess of one (1) day. Abuse of sick leave may be cause of disciplinary action.

3. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required before the employee can return to work.

4. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Township by a physician designated by the Township. Such examination shall be required by the Township with sufficient advance notice and that employee shall be paid until the physical is completed. Such examination shall establish whether the employee is capable of performing his/her normal duties and must certify that his return will not jeopardize the health of other employees.

## SECTION XVI - OTHER LEAVE

A. Worker's Compensation Leave

If an employee is incapacitated and unable to work because of a job-related injury, he shall be entitled to injury leave for up to sixty (60) calendar days with full pay during the period in which he is unable to perform his duties, as certified by a physician designated by the Township. This leave shall not be charged to sick leave. Worker's Compensation leave shall cease when the sixty (60) calendar day limit has been reached, or when the employee is placed on disability leave under the appropriate retirement system or on pension prior to the expiration of the 60 calendar day period. Employees requesting Worker's Compensation leave must file a Worker's Compensation claim with the Township Worker's Compensation insurance. Any and all payments made to the employee by the Township's Worker's Compensation insurance covering periods of leave taken under this provision shall be paid over to the Township. If Worker's Compensation insurance denies the claim or if the employee refuses to file for Worker's Compensation insurance, then the employee shall not be entitled to any benefits under this paragraph.

B. Bereavement Leave

1. In the case of death in the immediate family, an employee shall be granted leave from the day of death up to and including the day of the funeral, but in no event more than five (5) days.

2. Immediate family shall be defined as the employee's husband, wife, civil union partner, child, step-child, mother, father, brother, sister, grandfather and grandmother or spouse's/civil union partner's mother, father, brother or sister, grandmother or grandfather or grandchildren.

3. One day leave will be granted in the event of the death of an uncle, aunt, niece, nephew or cousin.

4. Reasonable verification of the death may be required by the Township.

5. Bereavement leave up to the maximum specified above may be taken for relatives other than those listed above in Section 2 and 3, but all such bereavement leave shall be charged against sick time.

C. Personal Leave

Employee may use up to six (6) days per year of their accumulated sick leave as personal days provided the immediate supervisor has approved the request and notice of an intention to utilize sick leave for personal days is given to the supervisor at least two (2) days before such leave is to be taken. The supervisor shall not unreasonably withhold his or her approval of any request to use sick leave for personal days. Two (2) personal days

per year may be used for emergencies, in which case prior supervisor approval and prior notice is not required. Any abuse of the use of emergency personal days shall result in disciplinary action and an offending employee receiving time off without pay. The Supervisor shall not unreasonably withhold his or her subsequent approval to the use of the emergency personal days.

D. Disability Leave

If any Township employee is out of work due to disability, either short term or long term, he/she will be responsible for ensuring they remain or attain current status on payroll deductions upon return to active duty. These deductions may include the health insurance contribution, short and/or long term disability dues and any other dues or deductions which are mandatory by State or Federal law regarding payroll deductions.

## SECTION XVII - WORK PERIOD, SCHEDULE AND HOURS

A. Definitions

1. Straight Time – The regular hourly rate of pay as determined by dividing the number of work hours per day times the number of work days in a calendar year (Monday through Friday) into the annual salary.

2. Overtime – The straight time hourly rate multiplied by one and one-half (1 ½).

3. Pay Period. The regularly scheduled workdays running from Sunday of one week through Saturday of the next.

4. Group 1 Employees:

   a) All outside based employees in the Roads Division.

   b) All outside based employees in the Water and Sewer Division.

   c) All outside based employees in the Sanitation Division.

   d) All outside based employees in the Parks, Buildings and Grounds Division.

   e) Police Dispatchers

5. Group 2 Employees:

   a) All unit employees in the following division or offices: Assessments, Finance, Recreation, Building Inspection, Engineering, Tax Collection, Municipal Court, Health and Planning.

   b) All clerical employees in the following divisions: Roads, Water and Sewer, Police, Sanitation, Recreation and Parks, Buildings and Grounds Division.

6. Part-time employees – any employee working 25 hours or less will be considered a part-time employee. This classification of employee does not qualify for benefits as identified within this Agreement.

B. Work Week and Work Day

1. The workweek for Group 2 shall consist of 37 ½ hours, 7 ½ hours per day excluding the forty-five (45) minute lunch period which may be taken from one's station.

2. The workweek for Group 1, excluding the Sanitation Division and Police Dispatchers shall consist of forty (40) hours with eight (8) hours per day excluding the forty-five (45) minute lunch period.

3. The workweek for Group 1 employees of the Sanitation Division shall consist of forty (40) hours with no stipulated number of hours per day. Schedule to be set by Department Head.

4. The work week for Group 1 Police Dispatchers is seven (7) days of work in a fourteen (14) day cycle with the normal work day consisting of twelve (12) hours of work which shall be adjusted so that eighty (80) hours of work during the fourteen (14) day cycle shall be the normal work schedule and schedule adjustment time shall be eliminated. The Chief may modify the work schedule of the Dispatchers to provide for economies and efficiency in the operation of the Dispatchers.

5. Compensation for Overtime

Group 2 employees shall receive overtime pay for work performed in a single job title in excess of 37 ½ hours per week.

Group 1 employees shall receive overtime pay for work performed in a single job title in excess of 40 hours per week.

In determining whether an employee has worked his or her normal workweek so as to be eligible for overtime, all compensated time off shall be counted as time worked except for non-emergency personal days and compensatory time. If the employee so chooses and with the non-unit supervisor's permission, compensatory time at straight time (unless otherwise provided by law) may be taken in lieu of overtime pay. Except as herein provided for police dispatchers, employees may earn a maximum of seventy-five (75) hours of compensatory time at any time in any calendar year. Permission of the non-unit supervisor for taking of compensatory time up to seventy-five (75) hours shall not be unreasonably withheld. Any request for additional compensatory time beyond seventy-five hours in any calendar year which is denied shall not be subject to review through the grievance procedure. Overtime pay (and compensatory time, in lieu thereof) shall be earned at the following rate:

| | |
|---|---|
| 0 to 15 minutes | No compensation |
| Over 15 and up to 30 minutes | One-half hour compensation |
| Beyond 30 minutes and up to and including 1 hour | One hour compensation |

| | |
|---|---|
| Beyond 1 Hour | 15 minutes compensation for every 15 minutes or part thereof worked over the first hour. |

C. Absence and Lateness

1. Any employee absent from regularly scheduled work must notify the supervisor of his/her absence not more than 15 minutes after the beginning of his shift.

2. Any employee who is late more than 7 ½ minutes from the beginning of his/her shift shall be docked for 15 minutes worth of pay. Thereafter, the employee shall be docked an additional 15 minutes worth of pay for lateness beyond 7 ½ minutes past each quarter hour. The employee shall notify his or her supervisor as soon as possible that the employee will be late. It is understood that this paragraph is not intended as the exclusive discipline for lateness and does not limit the Township's discretion to impose discipline.

3. Any employee who is going to be late for his regularly scheduled work, shall notify his/her supervisor of his/her lateness as soon as possible. Any employee who is late for less than ½ hour after the beginning of his/her shift shall at the non-unit supervisor's discretion, be afforded the opportunity to make up the time during that day. Any employee who is later than ½ hour after the beginning of his/her shift and notifies his/her supervisor how late he/she will be, shall be docked for that amount of time that he/she is late, however, the employee shall be allowed to complete work for that day and be paid the amount of hours worked.

D. Compensatory Time

Employees other than dispatchers may accumulate a maximum of seventy-five (75) hours of compensatory time, but may not carry more than ten (10) days accumulated compensatory time from one calendar year to the next. If, however, due to working conditions, the employee was unable to use his/her compensatory time, the Township may waive this limitation. The employee must request the excess carry-over in writing to his/her supervisor prior to November 30. The decision as to whether to carry over the excess time will be made by the employee's department head prior to December 31st. If the department head decides that the carry-over is warranted, then the Township in its discretion must either pay the employee for the excess time on a straight time basis or carry over the excess time. If the department head determines that working conditions did not prevent the employee from using the excess accumulated compensatory time during the calendar year, then the employee shall be required to use the excess time consistent with the efficient operation of the department as determined by the department head. Upon the employee's termination, the employee will be reimbursed for the compensatory time earned, on a straight time basis.

Dispatchers will be entitled to accumulate up to 80 hours of compensatory time per contract year, but once that 80-hour threshold is reached there will be no further

entitlement to accumulate compensatory time without approval of the Chief of Police or his designee. Dispatchers shall use their accumulated compensatory time in the year in which it is earned in blocks of time of not less than 4 hours unless otherwise approved by the Chief or his designee. There shall be no carryover of compensatory time from one calendar year to the next unless approved by the Chief for good cause shown.

Upon the effective date of the Federal Law controlling compensatory time for municipal workers, the Township agrees to comply with the Federal Law. Any language contained herein which is contrary to Federal Law will be "null and void," but all other provisions shall be effected thereby and shall continue in full force and effect.

E. Call Back

For all members of the bargaining unit, any time a Road, Sanitation, Water & Sewer, or Parks Buildings and Grounds employee is "Called Back," he/she shall be paid a minimum of four (4) hours at overtime rate.

Anytime the Animal Control Officer or Health Inspectors are "Called Back," he/she shall be paid a minimum of one (1) hour at overtime rate.

Anytime the Court Personnel are "Called Back" he/she shall be paid at a minimum of four (4) hours at overtime rate.

If an employee is "called back to work on any holiday defined under this agreement, he/she shall be compensated at the employee's regular daily rate of pay plus an additional (2) times the employee's straight time hourly rate of pay for the hours actually worked. The four (4) and one (1) hour minimums shall also apply to these dates.

Municipal employees who are volunteer Fire and EMS members and respond to a call during working hours will not be eligible for the "Call Back" rate until such time as they have worked their normal workweek.

F. Overtime Distribution

1. Scheduled overtime opportunities within division will be distributed as equitably as possible among the employees of the division except with respect to emergency situations; provided however, that only employees qualified to do the work involved shall be called.

2. Overtime other than in emergency situations shall be offered to employees qualified to do the work involved as selected in order of seniority from a rotating list within the Division. Once an employee either performs the overtime or declines to accept the assignment, the next succeeding person on the list in order of seniority shall be selected for the next overtime assignment. Assignments of overtime shall be made by continuing down the list successively until all names are exhausted.

G. Snow Removal

All unit personnel performing emergency snow removal for more than four (4) consecutive hours immediately following or previous to their normal work schedule may take a rest period of one (1) hour with pay after the fourth consecutive hour of snow removal. In all other circumstances, after each four (4) hour period of emergency snow removal work, a fifteen (15) minute break may be taken. Snow removal is defined as plowing, sanding, shoveling and the related activity. The Township shall provide each employee performing snow removal with a sandwich and hot soup at the end of the four (4) hour break immediately following their normal work schedule. Employees in the Divisions of Water and Sewer, Buildings and Grounds, Roads and Sanitation will receive first preference for needed overtime relating to snow plowing. Department heads shall prepare a list of qualified personnel for the Township Administrator who shall have final approval. This practice shall not prevent the Township from contracting out snow plowing routes by public advertisement.

H. Standby for Snow Removal

The Township may require Road Department employees to remain on stand-by in anticipation of snow removal activities. The township shall provide three (3) "beepers" for use by Road Department employees on stand-by but not reachable by telephone. The unavailability of a beeper shall not excuse an employee from stand-by. If an employee has made previous plans and has incurred previous out-of-pocket expenses with regard to those plans, the Township may not require that employee to remain on stand-by unless the Township agrees to reimburse the employee in full for out-of-pocket expenses.
If the Township agrees to such reimbursement, then the Township may require the employee to remain on stand-by. If the Township does not agree to such reimbursement, the employee is not obligated to be on stand-by, but may nevertheless offer to remain on stand-by.

1. The Township shall provide a sandwich and hot soup to each employee who works during the bi-yearly flushing at the end of four (4) consecutive hours following or previous to their normal work schedule.

## SECTION XVIII - LONGEVITY

A. All permanent employees covered by this Agreement who are employed by the Township prior to October 30, 1979, shall receive annual longevity pay based upon annual salary as of November 30th of each year. Said pay shall be a percentage of base salary, excluding overtime and other extra compensation in accordance with the following schedule:

1. After the completion of two full years of service and up to completion of three full years of service.....1%

2. After the completion of three full years of service and up to completion of five full years of service.....2%

3. After the completion of five full years of service and up to completion of ten full years of service.....4%

4. After the completion of ten full years of service and up to completion of fifteen full years of service.....5%

5. After the completion of fifteen years of service.....6%

B. All permanent employees covered by this Agreement who are employed by the Township after October 30, 1979 and before January 1, 1992 shall receive annual longevity pay based upon annual salary as of November 30th of each year. Such pay shall be a percentage of base salary, excluding overtime and other compensations in accordance with the following:

1. After five (5) years of service up to ten (10) years of service.....4%

2. After ten (10) years of service up to fifteen years of service..... 5%

3. After fifteen (15) years of service.....6%

C. All permanent employees covered by this Agreement who are initially employed by the Township after January 1, 1992 shall receive annual longevity pay based upon annual salary as of November 30th of each year. Such pay shall be a percentage of base salary, excluding overtime and other compensations in accordance with the following:

1. After seven (7) years of service up to twelve (12) years of service.....4%

2. After twelve (12) years of service up to seventeen (17) years of service....5%

3. After seventeen (17) years of service.....6%

Longevity checks will be issued no later than five (5) working days following qualification.

## SECTION XIX - SALARIES & WAGES

A. Pay Plan - There shall be a general wage increase for all employees covered by this Agreement as follows:

Effective 1/1/2013 2%
Effective 1/1/2014 2%
Effective 1/1/2015 2%

1. No member of the bargaining unit shall be placed in salary grade other than the grade appropriate to the position held as listed in this contract. Simultaneous with the hiring of a new employee, the title and salary grade shall be provided in writing to the Association President. Any employee substituting for an employee in a higher-grade level for more than 30 days shall be compensated at the higher grade-level salary subject to approval by the Township Administrator.

B. All permanent employees covered by this Agreement who were hired during calendar year 2002 and all permanent employees hired prior to December 31, 2003 who are promoted shall receive salaries or wages based upon the following grade and pay plan.

CHART 1

| Grade | 2013 | 2014 | 2015 |
|---|---|---|---|
| A | 34,855.82 | 35,552.93 | 36,263.99 |
| B | 38,570.13 | 39,341.53 | 40,128.36 |
| C | 40,607.92 | 41,420.08 | 42,248.48 |
| D | 45,033.21 | 45,933.88 | 46,852.56 |
| E | 48,717.67 | 49,692.02 | 50,685.86 |
| F | 51,362.10 | 52,389.47 | 53,437.26 |
| G | 55,635.69 | 56,748.40 | 57,883.37 |
| H | 58,703.77 | 59,877.85 | 61,075.41 |
| I | 63,658.89 | 64,932.07 | 66,230.71 |

Their actual salary will be calculated based on their starting date and/or promotion date and grade.

a) All permanent employees hired during calendar year 2003 and covered by this Agreement shall receive the general wage increases set forth above.

b) All permanent employees covered by this Agreement who are hired during calendar years 2004 and 2005 shall receive salaries based upon the following grade and pay plan (Chart 2). This chart shall also apply to this group of employees in cases of promotion for any of these employees.

CHART 2

| **Grade** | **2013** | **2014** | **2015** |
|---|---|---|---|
| A | 32,071.77 | 32,713.2 | 33,367.47 |
| B | 35,488.44 | 36,198.21 | 36,922.17 |
| C | 37,364.44 | 38,111.72 | 38,873.96 |
| D | 41,436.27 | 42,264.99 | 43,110.29 |
| E | 44,826.43 | 45,722.96 | 46,637.42 |
| F | 47,259.76 | 48,204.96 | 49,169.06 |
| G | 51,191.88 | 52,215.72 | 53,260.03 |
| H | 54,014.92 | 55,095.21 | 56,197.12 |
| I | 58,574.29 | 59,745.77 | 60,940.69 |

c) All permanent employees covered by this Agreement who are hired on or after January 1, 2006 shall receive salaries based upon the following grade and pay plan (Chart 3). This chart shall also apply to this group of employees in cases of promotion for any of these employees.

CHART 3

| Grade | 2013 | 2014 | 2015 |
|---|---|---|---|
| A | 30,826.38 | 31,442.91 | 32,071.76 |
| B | 34,110.39 | 34,792.6 | 35,488.45 |

| | | | |
|---|---|---|---|
| C | 35,913.54 | 36,631.81 | 37,364.44 |
| D | 39,827.25 | 40,623.79 | 41,436.27 |
| E | 43,085.77 | 43,947.48 | 44,826.43 |
| F | 45,424.61 | 46,333.1 | 47,259.76 |
| G | 49,204.05 | 50,188.13 | 51,191.86 |
| H | 51,917.46 | 52,955.81 | 54,014.92 |
| I | 56,299.75 | 57,425.74 | 58,574.26 |
| J | 57,500.00 | 58,650.00 | 59,823.00 |

2. All permanent employees covered by this Agreement who are employed by the Township subsequent to the effective date of the contract shall be placed in a grade consistent with present permanent employees who have similar position classifications as determined by the Mayor, Business Administrator and the Department Director.

3. Continuation of a stipend for Court Administrators for coverage of Judge, i.e., Restraining Orders required for Domestic Violence Acts is paid as compensation for the additional duties and responsibilities performed by the Administrator. The stipend amount for Court Administrators will be Seven Hundred Fifty Dollars ($750.00). Checks are to be made payable the first pay period in November of each year.

4. Any promotion will result in an increase on the employee's salary at the time equal to the contractual increase in effect for that year or the starting salary for the new position, as listed in that year.

5. The complete list of grade and titles of all current positions is incorporated into the Agreement as Schedule A attached hereto. The Township recognizes that reclassification of persons and positions are warranted under certain circumstances.

6. In addition, the Township retains the right to reclassify other persons and/or positions into a higher grade, as well as to advance persons along the salary guide due to recognition of experience, promotion or merit. Reclassification of any other positions and/or persons into a higher grade may be available upon employee request with Township approval, provided that the Township shall provide written notice to the Association of all reclassification and/or

advancements of persons along the guidelines and all persons holding the same titles shall receive the same benefits of the reclassification.

C. Police Dispatcher

1. Salary provisions for Police Dispatchers

Effective January 1, 2013 the classifications and rates of pay for dispatchers shall be as follows:

| | 2013 | 2014 | 2015 |
|---|---|---|---|
| Probationary | 41,436.09 | 42,264.81 | 43,110.11 |
| Communications Officer I | 45,013.93 | 45,914.20 | 46,832.49 |
| Communications Officer II | 51,387.33 | 52,415.08 | 53,463.38 |
| Sr. Communication Officer | 57,521.71 | 58,672.14 | 59,845.58 |

These rates shall be increased by 2.00% each year effective January 1, 2013, January 1, 2014 and January 1, 2015.

Dispatchers must serve at least 24 months in a classification from date of hire and must be designated as qualified to move to the next higher classification by the Chief or his designee before the dispatcher can advance to the next higher classification.

D. Water and Sewer Stipends

Effective January 1, 2005 an annual stipend shall be paid to any employee of the Water and Sewer Division of the Department of Public Works who obtains and regularly uses a license or licenses as set forth below in connection with Water and Sewer operations of Mount Olive Township.

There shall be one stipend paid per category at the highest level attained in that category.

The categories are:
Water (W) Treatment (T) Sewer (S) Collection (C)

The levels are:
1. - $250.00
2. - $500.00

3. - $550.00
4. - $600.00

Thus, for example, an employee who obtains and regularly uses a W-2 and a T-4 license for Mount Olive operations shall receive an annual stipend of $1100.00.

Employees who obtain a level 1 or 2 license shall receive a $250.00 or $500.00 annual stipend whether or not they regularly use their license for Mount Olive operations.

Employees who obtain a water or sewer license above level 2 but do not regularly use that license for Mount Olive shall receive a one-time stipend equal to the level of category set forth above.

E. Retirement Pay Out

March 1 or one hundred-eight (180) days, whichever is great in the current year. If retirement is scheduled for January or February of the subsequent calendar year, one hundred-eight (180) days notice for request of payment will be given to the Township. Notice of the request must be made in writing to the Township Administrator. Failure to do so will allow the Township to pay out monies owed in the subsequent calendar year.

## GRADE/TITLE SCHEDULE A

| GRADE | TITLES |
|---|---|
| A | Clerk-Typist<br>Van Driver<br>Assessing Clerk<br>Police Records Clerk |
| B | Receptionist/Switchboard Operator/Clerk-Typist<br>Technical Assistant<br>Clerk-Typist/Deputy Registrar<br>Assistant Water & Sewer Collector |
| C | Deputy Court Administrator<br>Assistant Assessor<br>Police Secretary<br>Senior Technical Assistant |
| D | Laborer<br>Senior Clerk-Typist<br>Assistant Court Administrator<br>Zoning Assistant/Zoning Board Secretary<br>Health Dept. Secretary/Board of Health Secretary<br>Planning Dept. Secretary/Planning Board Secretary<br>Water & Sewer Collector<br>Collections Clerk<br>Recreation Assistant<br>Dispatcher |
| E | Police Administrative Assistant<br>Accounts Payable Clerk<br>Payroll Clerk<br>Principal Technical Assistant<br>Animal Control Officer<br>Senior Tax Clerk |
| F | Zoning Officer/ Engineering Aide<br>(Starting Salary $49,877.00)<br><br>Equipment Operator<br>Assistant Water & Sewer Operator<br>Sanitation Driver<br>Maintenance Technician |

## GRADE/TITLE SCHEDULE A

| GRADE | TITLES |
|---|---|
| G | Registered Environmental Health Inspector<br>Water & Sewer Operator<br>Senior Equipment Operator<br>Senior Sanitation Driver |
| H | Roads Foreman<br>Sanitation Driver/Foreman<br>Senior Maintenance Tech.<br>Finance Assistant |
| I | Senior Environmental Health Specialist<br>Water & Sewer Foreman<br>Chief Water & Sewer Operator<br>Assistant Treasurer |
| J | Mechanics |

## CLASSIFICATION LIST/SCHEDULE B

| CLASSIFICATION | TITLES |
|---|---|
| 1 | Water & Sewer Collector<br>Assistant Water & Sewer Collector |
| 2 | Water & Sewer Foreman<br>Chief Water & Sewer Operator<br>Water & Sewer Operator<br>Assistant Water & Sewer Operator |
| 3 | Assistant Assessor<br>Assessing Clerk |
| 4 | Secretary<br>Senior Clerk-Typist<br>Clerk-Typist |
| 5 | Principal Technical Assistant<br>Sr. Technical Assistant<br>Technical Assistant<br>Clerk-Typist |
| 6 | Roads Foreman<br>Senior Equipment Operator<br>Equipment Operator<br>Laborer |
| 7 | Sr. Maintenance Technician<br>Maintenance Technician<br>Laborer |
| 8 | Assistant Court Administrator<br>Deputy Court Clerk |
| 9 | Sanitation Driver/Foreman<br>Senior Sanitation Driver<br>Sanitation Driver<br>Laborer |
| 10 | Sr. Registered Environmental Specialist<br>Registered Environmental Specialist |
| 11 | Health Department Secretary/Registrar<br>Clerk-Typist/Registrar or Senior Clerk-Typist |

## CLASSIFICATION LIST/SCHEDULE B

| CLASSIFICATION | TITLES |
|---|---|
| 12 | Police Secretary<br>Clerk-Typist or Records Clerk |

All job titles not shown in this list are considered to be stand alone, and thus do not belong to any classification but their own.

## SECTION XX - TOWNSHIP PERSONNEL OBLIGATIONS

Over the term of the contract, the Township agrees to provide the following to all new employees.

1. Employee Handbook

2. Job Descriptions

Additionally, the Township will provide the Association Executive Committee with a copy of the updates, modifications and changes made in the personnel ordinance and general personnel rules and regulations (manual) as soon as same are known to the Township.

Job descriptions will be finalized by supervisors and Administration in order to establish formal guidelines for job titles and grades. Each current job title and grade for Association members, is to be re-evaluated by job description within the period of this contract.

## SECTION XXI - MANAGEMENT RIGHTS

A. Subject to the terms of the Agreement, the Township hereby retains unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The administrative management and administrative control of the Township government and its property and facilities and the activities of its employees while engaged in Township business.

2. The authority to hire all employees and subject to the provisions of law to determine the qualifications and conditions of employment and continued employment.

3. The authority to promote, assign employees and to determine personnel staffing requirements.

4. The authority to take disciplinary action for just cause as needed.

5. The determination of the functions, missions, actions, policy and standards of service of the government.

6. The authority to determine the technology and techniques of providing service.

B. Nothing contained herein shall be construed to deny or restrict the Township of its powers, rights, authority, duties and responsibilities under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

## SECTION XXII - ASSOCIATION RIGHTS

1. The Administration will provide in writing to the Association any personnel action that affects an employee's affiliation with the bargaining unit.

2. The Administration will provide proper eating facilities to accommodate employees within this Agreement and will provide a refrigerator to accommodate edible foods.

3. All outdoor personnel shall have the right to enter the building to use the facilities as long as it does not interfere with their work duty.

4. All outdoor employees in the Road Department shall be provided with one (1) paid ten (10) minute coffee break per day and ten (10) minute paid wash up time prior to the end of the workday provided that work in progress will not be jeopardized. If work in progress will be jeopardized by the coffee break or wash up time, the Township shall have the discretion to require the employees to work through the coffee break and wash up time. In such circumstances, there shall be no right to have makeup coffee breaks or wash up time or to receive any additional compensation. The Township's discretion to require work through coffee breaks or wash up time shall not be exercised unreasonably.

5. The President of the Executive Committee of this Association will be contacted prior to any disciplinary action that involves a suspension for more than three (3) days, demotion or dismissal of a member of the Association. At any meeting with an employee which is brought for the purpose of investigating possible disciplinary action, the employee shall be advised of his option to have an Association representative with him at that meeting. A member of the Executive Committee of this Association will be entitled to be a representative at the disciplinary hearing or meeting described above so long as coverage of employment is available for the Executive Member attending said disciplinary hearing or meeting. Any suspension without pay shall be reviewed within three (3) days of said suspension by the Township Administrator.

## SECTION XXIII - RIGHTS AND RESTRICTIONS UNDER TOWNSHIP ORDINANCES

A. Parties acknowledge that this contract governs the conduct, terms and conditions of employment of unit personnel and supersedes other related articles in any Township ordinances governing personnel policies and personnel regulations. However, it is understood that all Articles in such ordinances unaffected by this contract remain in full force.

## SECTION XXIV - NO STRIKE PLEDGE

A. The Association covenants and agrees that during the terms of this Agreement neither the Association nor any person acting on its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) work stoppage, slowdown, walkout or other job action against the Township. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, work stoppage, walkout or other job action, it is covenanted and agreed that participation in any such activity by the Association member shall entitle the Township to terminate the employment of such employee or employees, subject, however, to the application of Title 40 N.J.S.A.

C. The Association will actively discourage and will take whatever affirmative steps necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Township.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have by law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

## SECTION XXV - SEVERABILITY AND SAVINGS

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

B. Other sections of this Agreement shall not preclude either of the parties to this Agreement from pursuing any legal remedies which they may have.

## SECTION XXVI - FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been subject to negotiations. During the terms 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 of the parties at the time they negotiated or signed this Agreement.

## SECTION XXVII - NEGOTIATION PROCEDURES

It is agreed that discussions for a new contract will commence between the Association and the Township on or about September 15, 2015 or 120 days prior to submission of the Mayor's 2016 budget for approval.

## SECTION XXVIII - NON-DISCRIMINATION

A. There shall be no discrimination by the Township or the Association against an employee on account of race, color, creed, sex, national origin or marital status.

B. There shall be no discrimination, interference, restraints or coercion by the Township or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Association or because of any lawful activities by such employees on behalf of the Association.

C. The Association, its members and agents, shall not discriminate against, interfere with, restrain, or coerce any employees covered under this Agreement who are not members of the Association, and shall not solicit membership in the Association or the payment of dues during working time.

## SECTION XXIX - PERMANENT PART-TIME EMPLOYEES

Permanent part-time employees covered by this Agreement shall be entitled to receive benefits based on the following schedule:

a. Twenty-five (25) hours or less, no medical benefits nor prorated time.
b. Twenty-six (26) to thirty (30) hours, no medical benefits but shall receive prorated time.
c. More than thirty (30) hours, shall receive prorated time and medical benefits.

The method by which pro-ration is determined is the calculation of the ratio of the number of hours worked per week over the number of regular full-time hours applicable to the position. Permanent part-time employment is defined as those employees working more than 25 hours per week regularly scheduled year round employment, specifically not including temporarily assigned hours or seasonal employees.

## SECTION XXX - SEPARATION FROM EMPLOYMENT

A. Reduction in force

1. Whenever there is a lack of work or a lack of funds requiring a reduction in the number of employees, the required reduction shall be made in such classifications as the Business Administrator shall designate.

2. Employees shall be laid off in the inverse order of their length of service within each affected job class in a particular department. (Length of service shall be determined based on the actual date of hire coupled with a full-time hourly service equivalence). All temporary employees shall be laid off before probationary employees, and all probationary employees shall be laid off before any permanent employees. Permanent employees including those on probationary status so affected, shall be given ninety (90) days notice in writing. When a ninety (90) day notice is impractical, employees affected shall be given a minimum of two weeks notice or two weeks pay in lieu thereof.

3. During the ninety (90) day notice period, the employee retains the right to use all leave allowances.

   a) Leave time shall be used in accordance with the following schedule: accumulated compensatory time first, sick leave and then accumulated vacation.

   b) If, at the end of the ninety (90) day notice period, an employee with ten (10) or more years of service with the Township, has ten (10) or more accumulated sick days, he/she will be paid for up to ten (10) days at the employees final rate.

   c) If, at the end of the ninety (90) day notice period an employee has accrued vacation leave time, he/she will be paid for it at the employee's final rate of pay.

   d) If, at the end of the ninety (90) day notice period an employee has accrued compensatory time (not to exceed the contract maximum), he/she will be paid for it at the employee's final rate of pay.

4. Every effort shall be made by the Township to reassign any affected permanent employee to another position in the Township's service for which the employee may be qualified. If no such position is available immediately, the name of the affected employee shall be kept in a special re-employment list and he/she shall be given nearly equal priority consideration for re-employment.

5. If an employee is demoted because of economy or department re-organization, he/she shall be placed in the position at the level most nearly equal to his/her former salary. The intent is to preserve his/her pay as much as possible.

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed this day of , 2013.

ATTEST:

Lisa M. Lashway, Township Clerk

TOWNSHIP OF MOUNT OLIVE:

Robert Greenbaum, Mayor

Date: 3-5-13

ATTEST:

Lisa Lashway, Township Clerk

MOUNT OLIVE TOWNSHIP PUBLIC EMPLOYEES ASSOCIATION

Joann Lepre, President

Date: 3-5-13