

AGREEMENT

Between

UNITED WORKERS UNION

AND

TOWN OF HAMMONTON

EFFECTIVE DATE:

January 1, 2007
Up to and including
December 31, 2009

PREAMBLE-RADIO DEPARTMENT

This agreement, entered into by and between the Town of Hammonton a Municipal Corporation in the County of Atlantic of the State of New Jersey, hereinafter referred to as the "Town" and the United Workers Union hereinafter referred to as the "Union" represents the complete and final understanding on bargainable issues between the aforementioned parties. Further, where "Union" is stated the word "Union" will be understood and the said Union is recognized as a collective bargaining agent for said employees.

WITNESS

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

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

NOW, therefore, the parties hereto agree as follows:

ARTICLE 1 - RECOGNITION

Pursuant to the Public Employment Relations Commission Docket No: RO 2006-194, the Town recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining negotiations for all employees of the Radio Department of the Town of Hammonton, excluding all supervisors and all other employees as defined in the Act, all blue collar employees, managerial executive employees and confidential employees.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1

The Town, in conformance with law, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but not limited to the following rights:

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

Section 2

The exercise of the foregoing powers, rights, authority, duties, or responsibilities of the Town, the adoption of policies, rules, regulations and practice in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and expressed terms hereof are in

conformance with the Constitution and Laws of New Jersey and of the United States.

Section 3

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

ARTICLE 3 - ANTI-DISCRIMINATION

Neither the Town nor the Union shall, by reason of race, creed, color, age, national origin, ancestry, physical disability, political belief, marital status, sex, sexual orientation, sexual identity or expression, liability for service in the armed services of the United States, or by reasons of Union membership or non membership, or any other class protected by law, discriminate against any person who is qualified and available to perform the work to which the employment relates.

ARTICLE 4 - UNION RIGHTS

Section 1 - Inspections

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

Section 2 - Inspection of Payroll Records

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

Section 3 - Local Representative

The Town recognizes the right of the Union to designate a Local Representative and alternates from the Town's seniority list. The authority of the Local Representative

and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

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

Section 4 - Investigation of Grievances by Local Representative

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

The time spent in processing grievances shall not be unreasonable, and the supervisor may limit the time so spent.

Section 5 - Pay for Time

Whenever the Local Representative is required to attend any grievance hearing or negotiating meeting attended by representatives of the Town and the Union, he/she shall be compensated by the Town. Where the grievance in question involves the Local Representative as a principal, as distinguished from his/her appearing in his/her representative capacity, the Local Representative shall only be paid to the same extent as any other unit member would be paid for participation in the processing of a grievance.

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

ARTICLE 5 - UNION DUES (WHEN APPLICABLE)

The Town, during the life of this Agreement, agrees to make deductions for the convenience of the Union and its members, of Union dues as indicated by the Union office.

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

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

ARTICLE 6 - RESERVED

ARTICLE 7 - SENIORITY

Section 1

Seniority is defined to mean the accumulated length of continuous full time service with the Town, computed from the last date of hire. Continuous service shall mean employment without any interruption due to resignation, retirement, or removal. Should interruption occur, any preceding time served for the Town shall not be included in the length of time served for purposes of seniority. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury verified by a physician. All seniority shall be lost and employment terminated if any of the following occur:

- a. discharge with cause as set forth in Article twelve (12) immediately;
- b. resignation;

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

Seniority rights for employees shall prevail at all times.

Section 2 - Seniority Rank and Posting

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

Section 3 - Probationary Period

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

Section 4 - Job Openings or Vacancies

- A. Subject to New Jersey Department of Personnel regulations all openings or vacancies i.e. provisional

appointments, shall immediately be posted by the Town on the employee's bulletin board for a period of fourteen (14) consecutive calendar days. At the end of that period, the position shall be awarded and become effective on the Monday of the week following the conclusion of the posting period. Any employee wishing to apply for the opening or vacant position may do so.

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

ARTICLE 8 - LAYOFF AND RECALL

Section 1 - Notice of Layoff Without Cause

Layoffs will be implemented at the discretion of the Town in accordance with New Jersey Department of Personnel Rules and Regulations.

Section 2 - Notification of Recall

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

and all new regulations as promulgated by the State of New Jersey, Department of Personnel.

ARTICLE 9 - RESIGNATION

Section 1

If an employee gives two (2) weeks notice when he/she intends to resign, he/she shall be paid for any accrued vacation time, pro-rated for the current year. Longevity shall be pro-rated for the current year, if applicable.

Section 2

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

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

Section 1

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

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

Section 2

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

ARTICLE 11 - LIABILITY & FALSE ARREST INSURANCE

Section 1

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

Section 2

Whenever an employee is a defendant in any action or legal proceeding arising out of, or incidental to, the performance of their duties, the Town shall provide said employee with legal representation for such action or proceeding. The Town must approve, according to the policy followed in other departments, the fee for such legal representation. This does not include legal representation for their defense in a disciplinary hearing instituted against an employee by the Town or in a criminal proceeding instituted as a result of a complaint on behalf of the town.

Section 3

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

ARTICLE 12 - DISCIPLINE AND DISCHARGE

Section 1

No employee may be dismissed or suspended without just cause. Nothing shall prohibit the Union from investigating any dismissal or suspension and resorting to the Grievance Procedure where the employee is not subject to Department of Personnel regulations provided in this Agreement. Until the case has been discussed with the Local Representative in matters not covered by the Department of Personnel regulations, no employee may be suspended for five (5) days or less, except where the provisions of this section provide for immediate suspension. In the event that it is

decided, as provided in the Grievance Procedure set forth in this Agreement, that the suspension was without just cause, the decision shall provide for reinstatement with or without back pay. If the decision directs reinstatement with pay, the Employer shall not receive any credits for wages or compensation earned by the employee while he/she was out of the Employer's employ. Except where an emergency prevents it, grievances concerning dismissal or suspension shall be advanced over all other matters pending for grievance hearings and shall be promptly heard.

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

1. Calling or participating in any unauthorized strike, work stoppage or walkout.
2. Drunkenness, proven during working hours, or being under the influence of drugs or alcohol during working hours.
3. Proven theft or dishonesty.
4. Unprovoked assault on his/her Employer, his/her Employer's representative, or other employees during working hours.
5. Willful conduct intended to damage equipment or injure fellow employees or third parties.
6. An employee reports for work for his or her regular , non-emergency shift not in proper uniform or not ready to work.

In each instance, the Employer shall promptly notify the Union of the action in writing.

Warning Notices

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

Section 2

The Town may, upon written notice to an employee or prospective employee, require the noticed individual to submit to a drug/alcohol screening test, to be arranged by the Town at the offices of a licensed physician and/or laboratory. All results from the test shall be placed in

the employee's file. The Town may use the results of the Test to invoke the provisions of the aforementioned section, or to deny employment to a prospective employee.

ARTICLE 13 - GRIEVANCE PROCEDURE

Section 1 - Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.
2. The Local Representative shall be present at all levels of the grievance procedure.

Section 2 - Definitions

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

Section 3 - Steps of the Grievance Procedure

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

Section 3a - Step One

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

Section 3b1 - Step Two

A meeting between an official of the Union with the Local Representative and the aggrieved in conference with the Mayor and the Councilpersons in charge at a mutual time to be fixed by the Mayor or his/her designated representatives

and the Union official should be scheduled within ten (10) days. Should no acceptable agreement be reached within an additional ten (10) working days, of the meeting, then the matter may be referred to arbitration by the Town or the Union only, where the Department of Personnel does not have or declines jurisdiction.

Section 3b2

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

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

Section 3b3

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

Section 3c - Step Three

Section 3c1

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

Section 3c2

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

Section 3c3

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

Section 3c4

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

Section 3c5

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

Section 3c6

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

ARTICLE 14 - DRUG TESTING AND RANDOM TESTING

Consistent with applicable law, the Town of Hammonton shall, as a condition of employment, require that all new applicants submit to a drug screening test before final approval for hiring. This testing shall be at the expense of the Town of Hammonton. The Town of Hammonton may as a condition of continued employment require any type of random drug screening test. This testing shall also be at the expense of the Town of Hammonton.

ARTICLE 15 - LEAVES OF ABSENCE AND SICK LEAVE

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

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

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

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

ARTICLE 16 - PERSONAL LEAVE

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

1. Death in the immediate family, from the date of death To, and including, the day of the funeral, with a maximum of five (5) days being granted. In the event of travel, the number of days shall be determined by the Department Head with approval of the Chairperson of the Town Council of the appropriate department.
2. Serious illness in the immediate family residing with the employee, no more than three (3) working days. Serious illness shall be determined by the Department head, and Town Council (appropriate Committee).
3. Each employee shall be entitled to three (3) working days personal time without giving the reason therefor, over and above the days set forth in Paragraph 1 or 2 above.
4. Immediate family, for all purposes of this contract, shall be defined as the parent, grandparent, great grandparent, spouse, spousal grandparent, child, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, step-mother, step-father, step-child, and all live-in members of the household.

5. The Department head shall have the authority to grant a funeral leave to his/her employee who suffers the loss, by death, of an individual who is not covered in the definition above. In no instance will this leave exceed five (5) consecutive working days from date of death to date of funeral.
6. Any time granted to an employee under this Article, shall not be deducted from any other time or benefits owed to the employee.

ARTICLE 17 - SICK LEAVE

Section 1

Employees in the bargaining unit shall be allowed paid sick leave which shall be earned at the rate of one and one quarter days per month for each month of employment up to a maximum of fifteen (15) days in any year. Sick leave days shall be accumulated without limitation so long as an employee is on the active payroll on January 1 of each year. Upon termination of employment for any reason, an employee shall reimburse the Town for any used but unearned sick days.

Section 2

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

Section 3

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

Section 4

In the event of work-related illness or injury, the employee shall retain his/her rights pursuant to the

Worker's Compensation Act and not be required to utilize his/her sick leave for any lost time compensated for by Worker's Compensation. As a clarification, if an employee is injured and out of work for seven (7) days, sick days will be utilized. If, however, the injury is so severe as to require the employee to be out more than eight (8) working days, workers compensation will pick up from the first day out and no sick leave will be used.

Section 5

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

Section 6

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

Section 7

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

ARTICLE 18 - PATERNITY LEAVE

Any male employee shall be eligible for a paternity leave with pay and benefits for three (3) days immediately after the birth of his/her child. All other leave may be granted pursuant to applicable federal law.

ARTICLE 18A - MATERNITY LEAVE

Section 1

Request for a six (6) month maternity leave shall be made in writing no later than three (3) months prior to the effective date of leave. Leave will be subject to the State Leave Act.

Section 2

Except for reasons of health or inability to perform her job, the pregnant employee shall be permitted to work, providing the attending physician approves and so advises in writing.

Section 3

Such employee shall be granted earned and accumulated sick and vacation leave time, to the extent accumulated by the employee, during the time out of work, prior to and after the actual date of birth up to a maximum of six (6) months for any pregnancy.

Section 4

Additional time, without pay, may be granted at Council's discretion for reasons of the employee's individual health, upon presentation of a doctor's certificate setting forth the necessity therefor. It is to be clearly understood that any leave of absence given will be without pay when employees accumulated sick days and vacation days due have been used.

Section 5

Sick leave, holidays and vacation time benefits only accrue while the employee is being paid. Holidays will be marked as taken during a sick leave so as not to lose said holidays.

ARTICLE 19 - MILITARY LEAVE

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

ARTICLE 20 - LEAVES OF ABSENCE WITHOUT PAY

Section 1 - Personal

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

Section 2 - Medical

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

ARTICLE 21 - UNUSED SICK LEAVE

The Town agrees to treat all Town employees the same concerning their benefits upon retirement. All payment for

sick days that have been accumulated by an employee, shall be paid for in accordance with Article 17 of this Agreement.

ARTICLE 22 - PENSION RIGHTS UPON RETIREMENT

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

ARTICLE 23 - OUTSIDE EMPLOYMENT

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

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

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

ARTICLE 24 - JURY DUTY

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

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

ARTICLE 25 - BULLETIN BOARD

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

ARTICLE 26 - SANITARY CONDITIONS

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

ARTICLE 27 - WORK PERFORMED BY COVERED EMPLOYEES

- a. Except as set forth in sub paragraph 1 below, all work performed in any classification covered under this agreement shall be performed by employees covered under this agreement.

Nothing in this article shall apply to temporary employees, working less than 120 days, court assigned individuals working without pay or employees employed under any Federal or State Act.

1. The Chief of Police may assign police officers to perform Radio Department work as he/she determines in his/her discretion, except that such assignments shall not result in the reduction of any full time Radio Department employee to part time status.

There will be a limit of \$7,500.00 for overtime for Radio Dispatchers per contract year. Then compensation will be given. Comp time must be used in the year it is accumulated. If accumulated in last month or under extreme emergency, comp time may be used in the first month of following year.

ARTICLE 28 - SEVERABILITY OF AGREEMENT

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

ARTICLE 29 - SUPERSEDING CLAUSE

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

ARTICLE 30 - FULLY BARGAINED PROVISIONS

Section 1

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

Section 2

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

ARTICLE 31 - PAY FOR TIME IN COURT

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

ARTICLE 32 - CLOTHING AND UNIFORMS - DISPATCHERS

Beginning in 2008, each employee shall be entitled to a clothing allowance in the amount of \$400.00 per year, to be used for uniforms. The Town shall notify employees of the vendor who will provide the clothing and designate those items of clothing that shall be consider acceptable for uniforms. The Town shall pay directly for uniforms ordered by employees from those designated by the Town, up to the

\$400.00 limit. The following shall consist of the issue for each dispatcher:

FULL TIME COMMUNICATIONS OPERATORS

Winter/summer shirts will be used at the option of the Police Chief. Short sleeved polo shirts shall be used at the option of the Police Chief. Trousers will be designated for all full time Dispatchers.

The Clothing shall be selected by the chief of Police with approval by Mayor and Council.

In addition to the above, the Town shall provide as clothing maintenance, \$600.00. The clothing maintenance shall be paid 1/2 on June 1 and 1/2 on December 1 for each year of this contract.

PART-TIME COMMUNICATIONS OPERATORS

All part-time employees shall be given two (2) sets of clothing each year. There shall be no maintenance paid to part-time employees.

ARTICLE 33 - VACATIONS

Section 1

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

The following is the allotted number of vacation days:

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

All employees shall be entitled to take their vacation entitlements in increments of one (1) working day. Vacations shall be granted according to seniority with the approval of the department head. However, in the Chief's discretion, employees may utilize vacation time in increments of no less than one (1) hour.

Section 1-B

For all New Hires under this contract, vacations shall be based upon the completion of years of service if completed within the calendar year earned, when possible.

The following is the allotted number of vacation days:

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

Section 2

An increase in vacation leave shall be granted at the beginning of the calendar year in which the years of service requirements will be met.

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

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

Section 8

Upon death of an employee, unused vacation leave shall be paid to the employee's estate, subject to the limitations of Section 5 above or shall be otherwise owed back to the Town from the employee's estate if use exceeds that earned.

Section 9

Employee shall be entitled to take their vacation entitlements in increments of one (1) working day, with approval of Department Head.

Section 10

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

ARTICLE 34 - COMPENSATION TO SURVIVORS

Section 1

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

Section 2

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

ARTICLE 35 - TRAVEL EXPENSES

In connection with their official duties, employees shall be reimbursed at the I.R.S. prevailing rate for the current year for all approved travel expenses while using a personal vehicle and shall be reimbursed for travel from the Town's Municipal Building to their destination in connection with their official duties, and approved by Mayor and Council. Before approval can be given an insurance policy covering the employees car must be filed and approved per Resolution #R17-1997.

ARTICLE 36 - REVIEW OF RECORDS

Section 1

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

Section 2

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

ARTICLE 37 - RULES, REGULATIONS AND SAFETY CODES

Section 1

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

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

Section 2

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

Section 3

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

ARTICLE 38 - TRAINING TIME

Section 1

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

Section 2

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

Section 3

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

ARTICLE 39 - HOLIDAYS

The present schedule for holidays shall continue for the term of this contract except for New Hires, who will receive 14 of the recognized holidays listed below however shall not receive their "birthday" as a holiday.

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

The following are the fifteen (15) holidays recognized in this agreement:

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

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

Employees shall be credited with the above holidays on January 1 of each year. All days off are subject to the Department Head's approval. If a holiday can't be granted on said holiday, it shall be granted as soon thereafter as possible. Upon termination of employment for any reason (including but not limited to retirement), an employee who has utilized more holiday time than the employee earned and accrued as of the date of termination shall reimburse the Town for the excess days taken by the employee. For example, if an employee has utilized six (6) holidays and discontinues employment on January 31, the employee will be required to reimburse the Town for four (4) holidays since only two (2) holidays will have occurred at that point.

ARTICLE 40 - COMPENSATION - TO EXISTING POLICE DISPATCHERS
Section 1 Schedule

All employees shall be compensated with an annual base salary as follows:

Public Safety Telecommunicator

Starting salary in any
year of this contract n/a

Public Safety Telecommunicator:

<u>2006*</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
\$42,435	\$43,870	\$45,370	\$46,935

* Effective as of April 8, 2006

Added for Head Radio
Dispatcher/Sr.Pub.Safety Comm.
"Added in one time only" 3,000.

The Sr. Public Safety Communicator shall be hired in accordance with Article 7, Section 4 and with approval of Mayor and Council. The Sr. Public Safety Telecommunicator shall be the Head Radio Dispatcher.

Full Time Public Safety Telec.
Overtime limit 7,500. 7,500. 7,500.

Training Period up to 10.00 pr. hr.

Part time 12.00 - 15.00 pr.hr.
(at the desecration of the Police Chief)

If employee is not actively employed they will not be considered for increase in the year given.

Section 2 Compensation for New Hires

Schedule

All employees defined as "New Hires" shall be compensated with an annual base salary as follows:

Public Safety Telecommunicator \$28,000
~ Starting salary in any
Year of this contract*

New Hires shall receive the following increases in each year:

<u>2006*</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
\$1,435	\$1,435	\$1,500	\$1,565

* The Town may unilaterally increase the starting salaries for New Hires but must negotiate if the proposed starting salary will exceed the salary of any existing bargaining unit member covered by this agreement.

TRAINEES SALARY

Radio Trainees will be paid \$10.00 per hour during their training period. The Head Radio Dispatcher, along with the Chief of Police will determine when the trainee has sufficiently qualified and can be classified as a part time Radio Dispatcher. This certification will be in writing and become part of his/her permanent file. Adjustment to pay will not be made without proper written certification.

ARTICLE 41 - LONGEVITY

Section 1

Any payments made to employees for longevity shall be in addition to any other compensation provided for herein.

Section 2-A

All full-time permanent employees defined as New Hires shall be entitled to One Hundred Dollars (\$100.00) Longevity for each year of service to commence after the completion of 5 years employment.

Section 2-B

All full-time permanent employees shall be entitled to One Hundred Dollars (\$100.00) Longevity for each year of service, or any portion of same, to be included into their total salary.

Section 3

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

Section 4

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

ARTICLE 42 - HOURS OF WORK AND OVERTIME

Section 1 - General-Communication Worker

The Union agrees that the Employer shall be entitled to a "day work for a day pay." The regular work week shall consist of five days of eight hours. The start of the week shall be decided by the shift worked. Lunch will be designated by the Chief of Police or designee. Any employee who is called in to work, or who starts to work on any day, shall be paid a minimum of eight hours, except where the employee voluntarily leaves work for personal reasons, or becomes ill, then they will be paid for hours worked.

Section 2 - Pay Period

All employees covered under this Agreement shall be paid in full every other Friday. Beginning with the pay period ending April 8, 2007, paychecks will be issued the Friday following the end of each payroll period. The change in payroll date may result in a deferral of some compensation that an employee is entitled to until the next paycheck. All items on the paycheck shall be listed separately, such as overtime, court time, outside detail, dues, pension, etc. All additional pay, excluding overtime, shall be paid by separate check. It shall be the responsibility of the employee to notify the Town Clerk, in writing, how the paycheck should be made, and the paycheck shall appear as per the instructions of the employee until such time as the Town Clerk is notified, in writing, to make a change.

Section 3 - Pay Day

When the regular pay day occurs on a holiday, the Town shall pay the employees on the regular work day immediately proceeding the holiday.

Section 4 - Statement of Earnings

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

Section 5 - Overtime

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

Section 6 - Saturdays

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

Section 7 - Sundays

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

Section 8 - Holidays

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

Section 9 - Overtime

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

Section 10 - Compensation Time

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

Section 11

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

Section 12

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

In the event an employee's shift is changed with less than twenty-four (24) hours notice, the employee shall receive four (4) hours of compensatory time. This shall not apply if an employee is called in early for, or held over beyond, the employee's regular shift.

ARTICLE 43 - FINISHED DAYS WORK - RADIO DISPATCHERS ONLY

When a Radio Dispatcher has completed a days work and has left the Town premises he/she shall be "Off Duty". In the event that a dispatcher is recalled to work he/she shall be compensated at one and one half (1 ½) times the applicable hourly rate of pay with a guarantee of two (2) hours. Employees shall not be required to work in excess of twelve (12) hours in any twenty four (24) hour period.

Section 43a

Shift Ending on Holidays or Weekends

Dispatchers who are assigned to work on their regular shift on an evening prior to a holiday and whose work ends on the holiday shall work the necessary hours to complete that days work at the regular rate.

ARTICLE 44 - CONDITIONS OF WORK SAFETY

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

maintain all the Towns tools and equipment which is specifically assigned to them.

ARTICLE 45 - HEALTH BENEFITS INSURANCE

Section 1

The following health insurance benefits shall be provided to all full time employees:

1. The town shall provide to the employee and qualified dependents (subject to the provisions of subparagraphs c, d and e, below), at no cost to the employee, health insurance provided through the New Jersey Health Insurance Plan or its equivalent.
2. The Town shall provide prescription coverage at the Town's expense with coverage equal to that provided through the New Jersey Health Insurance Plan to said employee and qualified dependents (subject to the provisions of subparagraphs c, d and e, below) at the Town's expense. Effective January 1, 2007, the co-pay for generic prescriptions is three dollars (\$3) and ten dollars (\$10) for brand name prescriptions (per current SHBP rates) and may be subject to change to reflect the SHBP prescription co-pays. Bargaining unit members and their dependents shall be responsible for the payment of prescription co-pays as set by the SHBP.
3. Effective January 1, 2007, and contingent upon the Town satisfying the uniformity requirements of the State Health Benefits Program ("SHBP"), bargaining unit members shall contribute 5% of the dependent health care and prescription premium costs. This modification shall not be effective until the Town has satisfied the uniformity requirements of the SHBP. N.J.A.C. 17:9-5.4, requires that SHBP employers electing to pay any portion of the cost of dependent coverage pay the same proportion of the cost of such dependent coverage for all employees covered in the program. Thus, the 5% contribution shall not take effect until the Town has met the uniformity requirements of the SHBP. Upon meeting the uniformity requirements of the SHBP and upon the implementation of the 5% contribution, the Town shall simultaneously adopt a Section 125 Plan to allow employee contributions on a pre-tax basis.

4. The requirements of Section 1, c., above shall be applicable to all employees who retire on or after July 1, 2007, and shall be implemented immediately upon the Town's compliance with the uniformity requirements of the State Health Benefits Program. By example, if an employee retires on July 1, 2007, and the uniformity requirements of the State Health Benefits Program are satisfied on September 1, 2007, the 5% contribution shall commence on September 1, 2007. Any employee who has 25 years of active service with the Town as of the date of this Contract shall not be required to contribute toward their retiree health benefits. This provision shall not apply to employees with 25 years or more service with the Town on the date of ratification of this Agreement by all parties.
5. Subject to the provisions of Section 1, c, above, the Town agrees to provide hospitalization insurance which includes traditional coverage, preferred provider organization and health maintenance organization through the New Jersey State Health Benefits Program, as exists or as modified by the State Health Benefits Program (or any other equal to or better health benefit plan) including any changes in co-pays or deductibles that may be implemented by the State Health Benefits Program, for all employees and eligible dependents covered by this Agreement.
6. The Town shall provide dental and eyeglass coverage at the Town's expense with coverage equal to that, which is presently provided, or its equivalent as may be available.
7. Should the employee opt out of health insurance for a coverage year as may be permitted by the New Jersey Health Insurance Plan, the employee shall receive a payment of forty percent (40%) of the actual cost of premium in each year for which the employee is not covered by the Towns health insurance plan.
8. \$10,000.00 life insurance policy for employee only.
9. New Jersey State Disability Plan for employee only.

Section 2

Employees retiring from the Town employment with twenty-five (25) full time years service with the Town shall receive all the benefits described in Section 1 above with the exception of the \$10,000.00 life Insurance Policy and participation in the New Jersey State Disability Plan. Prescription coverage shall also be provided however limited to the levels of coverage provided by the New Jersey Health Insurance Plan or its equivalent, which may differ from levels of coverage provided to active employees.

Section 3

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

Section 4

If the Town provides additional medical or health insurance to its other employees during the term of this contract, such additional coverage shall be afforded to the members under this contract.

Section 5

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

If any employee is under arrest or is likely to be, that is, if he/she is a suspect or the target of a criminal investigation as the result of the performance of his/her

duties, he/she shall be immediately warned of all of his/her Constitutional rights pursuant to the Constitution of the United States and the State of New Jersey, and he/she shall be immediately permitted to consult with counsel of his/her own choosing prior to any questioning taking place. Reimbursement of reasonable counsel costs, if any, will be in accordance with the New Jersey Statutes and applicable case law.

ARTICLE 46 - INJURY LEAVE

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

If the insurance carrier's physician certifies that the employee cannot return to work, the employee shall remain on injury leave. If the insurance carrier's physician certifies the employee is unable to return to work, and if the Town does not accept the certificate of the physician designated by the insurance carrier, the Town shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Town.

Section 6

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

Section 7

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

Section 8

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

ARTICLE 47 - RESERVED

ARTICLE 48 - RESERVED

ARTICLE 49 - LIE DETECTOR TEST

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

ARTICLE 50 - EDUCATIONAL ASSISTANCE

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

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

Any employee except New Hires completing a course for a degree, which degree enhances the employees capacity to perform services for the Town of Hammonton shall be compensated yearly in the month of November, as follows:

Bachelor Degree	\$1000.00
Associate Degree	500.00

Full Certification in
a designated course of
Study. This does not
include minor certification
required prior to full
Certification. 300.00

Section 5-B

Any New Hire employee completing a course for a degree, which the degree enhances the employees capacity to perform services for the Town of Hammonton shall be compensated for the year the degree or certificate is received, (\$1,000.00 for a Bachelor Degree, and \$500.00 for an Associate Degree, \$300.00 for a Certificate). For employees that require annual courses to maintain certificates or licenses for the Town, these employees will received the \$300.00 as long as they attend the annual courses.

ARTICLE 51 - TERM AND RENEWAL OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, 2007 and shall be in effect up to and including December 31, 2009. This Agreement shall continue in full force and effect from year to year thereafter, unless either party gives notice in writing, no sooner than ninety (90) nor later than sixty (60) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate this Agreement.

ARTICLE 52 - DEFINE "NEW HIRES"

A "New Hire" is defined as any full time employee hired after January 1, 2000.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR
HANDS AND SEALS AT HAMMONTON, NEW JERSEY ON THIS
DAY OF _____, _____

Mayor of Hammonton

Town Clerk/Administrator

UNITED WORKERS UNION

1. _____

2. _____

3. _____

4. _____

5. _____

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