

**TOWNSHIP OF LEBANON
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

RESOLUTION NO. 52-2025

**RESOLUTION APPROVING AND RATIFYING COLLECTIVE BARGAINING
AGREEMENT BETWEEN THE TOWNSHIP OF LEBANON AND CWA LOCAL 1040**

WHEREAS, the Township of Lebanon and CWA Local 1040 had previously negotiated and executed a Collective Bargaining Agreement that expired by its terms on December 31, 2023; and

WHEREAS, the Township Committee and the CWA Local 1040 engaged in negotiations for a successor agreement for a four (4) year term, commencing January 1, 2024 and ending December 31, 2027; and

WHEREAS, the parties have mutually agreed upon terms and conditions of a successor agreement which has been reduced to written form, a copy of which is attached hereto, and has been duly ratified and executed by the representatives of CWA Local 1040; and

WHEREAS, the Township Committee of Lebanon Township desire to approve and ratify the agreement and to authorize the Mayor and Municipal Clerk to execute same of behalf of the Township upon receipt of a duly executed agreement from CWA Local 1040.

NOW, THEREFORE BE IT RESOLVED by the Township Committee of the Township of Lebanon, County of Hunterdon, State of New Jersey that it does hereby approve and ratify the Collective Bargaining Agreement between the Township of Lebanon and CWA Local 1040 for the term January 1, 2024 to December 31, 2027, and the Mayor and Municipal Clerk are hereby authorized to execute said agreement on behalf of the Township of Lebanon, upon receipt of a duly executed agreement from CWA Local 1040. in accordance with the attached Agreement.

BE IT FURTHER RESOLVED that a certified copy of this resolution and executed agreement be transmitted to CWA Local 1040, PERC (Public Employment Relations Commission) and the Chief Financial Officer.

Dated: March 5, 2025

ATTEST:


Carolynn Budd RMC
Township Clerk

CERTIFICATION

I, Carolynn Budd, Township Clerk of the Township of Lebanon, County of Hunterdon, State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Lebanon Township Committee at a meeting held March 5, 2025.


Carolynn Budd, RMC
Township Clerk

AGREEMENT

Between

**TOWNSHIP OF LEBANON
HUNTERDON COUNTY, NEW JERSEY**

AND

**BLUE AND WHITE COLLAR UNIT
(LOCAL 1040)
COMMUNICATIONS WORKERS OF AMERICA,
AFL/CIO**

JANUARY 1, 2024 THROUGH DECEMBER 31, 2027

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PREAMBLE

- A. This Agreement, entered into by Local 1040, Communications Workers of America, AFL/CIO (hereinafter referred to as the “Union”) and the Township of Lebanon (hereinafter referred to as the “Township”), has, as its purpose, the promotion of harmonious relations between the Union and the Township. It is further the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relations between the parties hereto, and to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein agreements between the parties concerning rates of pay, hours, or employment and other conditions of employment.
- B. The Township and the Union recognize their respective responsibilities under Federal, State and Local laws relating to fair employment practices. Both parties reaffirm in the Collective Bargaining Agreement their commitment not to discriminate because of sex, age, religion, race, creed, color, national origin, disability, genetic information (as defined under the Americans with Disabilities Act), sexual preference or political affiliation or any other reason forbidden by Federal or State law.
- C. The Township and the Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled.

ARTICLE 1

EMPLOYEE DEFINITIONS

AGREEMENT

This agreement between the Township of Lebanon, Hunterdon County, and Blue and White-Collar Unit (Local 1040) Communications Workers of America, AFL/CIO.

BARGAINING UNIT

The Bargaining Unit is comprised of those employees covered by the Agreement and is defined in Article V-A of the Agreement.

FULL-TIME EMPLOYEE

An individual who works forty (40) hours per week on an annual basis other than Temporary or Probationary Employees.

PART-TIME SALARIED EMPLOYEES

An individual who regularly works less than forty (40) hours per week, on an annual average and is not designated as an Hourly or Seasonal employee. Employment terms for these Part-Time Salaried employees may be subject to individual agreements to reflect the specific nature of the positions as well as the Township's and/or Statutory requirements.

HOURLY EMPLOYEE

An individual who works less than forty (40) hours per week on an annual average and is not designated as Part-Time Salaried.

SEASONAL EMPLOYEE

An individual who may work up to forty (40) hours per week, but who is not regularly employed for the entire year. Examples of, but not limited to, would be summer or winter help for the Department of Public Works and Recreations Departments, etc.

TEMPORARY EMPLOYEE

An individual who is retained to fill in a position on a *per diem* basis or an “as needed” basis or for a specific project, who is not working for a temporary agency and who may be terminated at any time, solely at the discretion of the Township Committee.

PROBATIONARY EMPLOYEE

A newly hired individual serving a working test period, as described in Article XXXVI, and who may be terminated at any time, solely at the discretion of the Township Committee.

PROFESSIONAL EMPLOYEE

An individual who meets certain criteria including, but not limited to all retained attorneys, engineers, Subcode officials, CPA's/Auditors/Accountants, etc.

As of the signing of this document, the following individuals employed by the Township are defined as

FULL-TIME EMPLOYEES

Kimberly Jacobus

James Stevens

Kevin Rivers

Erren Mclinerney-Porcino

Jason Apgar

Warren Gabriel III

Gordon Beam

Ryan Jacobson

Matthew Ruppe

Nichole Roberts

Tyler Kilduff

PART-TIME SALARIED EMPLOYEES

**John Flemming
Andrews**

Erica Brandmeier Maria

Diane Laudенbach

HOURLY EMPLOYEES

Karla Drumm

Terrence Lawler

Sean Smith

Eileen Lebida

Patricia Wentz

ARTICLE II

GENERAL PROVISIONS

- A. Bulletin Boards will be provided by the Township at permanent work locations for the use of the Union for the sole purpose of posting Union announcements and other Union information. All such postings shall be on Union letterhead, signed by a Union official and shall be non-derogatory.
- B. Posting Positions – Vacant positions, or newly created positions, shall be posted on the Union’s bulletin boards when notices are sent to the newspapers for the general public.
- C. During breaks, lunch and before and after the shift, Unions stewards shall be permitted to:
1. Post Union notices.
 2. Distribute Union literature.
 3. Transmit communications authorized by the Local Union and its officers to the Township or its authorized representatives, both written and oral.
 4. Solicit Union membership during employees’ breaks, lunch and non-working time.
- D. The Township agrees that Union representatives, Local or International, shall be permitted to visit the Township’s premises during working hours provided such visits do not interfere with employees’ duties. The Union shall give the Township a minimum of two (2) days’ notice of such visit.

E. The Township shall grant time off with pay for two (2) officers (shop stewards) elected by the Union to attend Union functions (conferences, seminars, steward training) for a maximum of two (2) days per year per person. The Union shall provide the Township with a minimum of fourteen (14) calendar days' notice, in writing, prior to the scheduled function.

F. Conditions regarding each request shall include the following:

1. A copy of event description, schedule, etc., must be provided to the Township for approval.
2. The Township is not responsible for any costs incurred (mileage, tolls, lunch, etc.)
3. No overtime will be paid for the event.

ARTICLE III

MISCELLANEOUS PROVISIONS

- A. Neither of the parties hereto may add to nor subtract from the provisions contained in the Agreement during the duration of same. This Agreement contains the entire understanding between the parties hereto and may not be modified in whole or in part by the parties, except by an instrument in writing duly executed by the parties.
- B. All employees covered by this Agreement shall also be subject to and abide by such Township policies and regulations adopted by the Township.
- C. If any provisions of this Agreement are held to be contrary to law and such provision is not material to the continuance of this Agreement, the provision shall be regarded as null and void and severable and the Agreement shall otherwise continue in full force and effect.
- D. Regulatory policies initiated by the Township, other than those that are in existence at the time of the execution of this Agreement, which have an effect on the work rules governing mandatory terms and conditions of employment and which conflict with any provision of this Agreement, may be modified to be consistent with the terms of this Agreement. The Township will notify the Union of the existence of such policy and, if requested by the Union, agree to enter into negotiations on mandatory terms and conditions and to do so within twenty (20) days of such request. If a dispute arises as to the

negotiability of such matters affecting terms and conditions of employment, then the procedures of the Public Employment Relations Commission (hereinafter referred to as “PERC”), shall be utilized to resolve such dispute.

ARTICLE IV

DUES AND REPRESENTATION FEE

- A. The Employer agrees to deduct Union dues from the salaries of its employees. Subject to this Agreement, such deductions shall be made in compliance with N.J.S.A. 34:13A-1, et. seq., and members shall be eligible to withdraw such authority consistent with the Workplace Democracy Enhancement Act, N.J.S.A. 52:14-15.9 effective July 1 of each year as prescribed by law.
- B. The deductions of full dues shall be made only for each employee who individually requests, in writing, that such deductions be made.
- C. The amounts to be deducted shall be certified to the Employer by the Union and aggregate deduction of all employee shall be remitted to the Union, c/o Communications Workers of America, Secretary/Treasurer, 501 Third Street, NW, Washington, DC 20001-2797, by the tenth (10th) day of the month following the calendar month in which said deductions are made, together with a list of names and the amount of the deduction.
- D. The Union shall indemnify, defend and hold the Employer 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 Employer in reliance upon official notification on the letterhead of the Union of such deductions.

ARTICLE V

BARGAINING UNIT

- A. The Township recognizes the Union as the sole and exclusive bargaining agent for the collective bargaining unit which consists of all Full-Time, Part-Time Salaried and Hourly Blue and White collar employees meeting the PERC requirements for the bargaining unit and employed by the Township. Excluded from the bargaining unit are the Township Clerk, Road Supervisor, confidential employees, supervisory employees, police officers, fire fighters, professional employees (except Subcode Officials), seasonal employees, temporary employees, probationary employees and managerial executives within the meaning of the Act.
- B. In the event a dispute arises as to whether or not an employee does, in fact, come within one of the excluded categories above mentioned, such dispute shall be submitted to PERC pursuant to the Act for final determination.

ARTICLE VI

OUT OF TITLE WORK

- A. The Township agrees that employees shall be assigned work appropriate to and within their job classification.
- B. Employees temporarily assigned to work in higher titles, after the fifteenth (15th) day, shall receive a ten percent (10%) or Two Dollar (\$2.00) per hour increase, whichever is greater, above the regular rate of pay retroactive to the first day of the assignment in the higher title.
- C. Any disputes as to whether the work is within the employee's job classification shall be resolved through the grievance procedure.

ARTICLE VII

WORKER'S COMPENSATION

- A. If an employee that is covered under this Contract is injured while performing the duties of his/her employment, Lebanon Township will promptly file a claim with its insurance carrier and the employee may qualify for Worker's Compensation benefits as described in this Article VII. Lebanon Township will enroll all employees in a Worker's Compensation insurance policy with a carrier that is regulated by the State of New Jersey through the New Jersey Compensation Rating and Inspection Bureau (NJCRIB), and such policy will follow all rules and regulations for Worker's Compensation set by the State of New Jersey. To qualify for the benefits described in this article, an employee must cooperate with all the requirements of the Township's insurance carrier and its authorized treatment provider, and the employee must be approved for benefits by the insurance company. If the employee disagrees with any decision of the insurance provider, the employee must follow the Worker's Compensation appeal process with the insurance provider as established by the State of New Jersey.
- B. An employee who is injured on the job and is sent home, or to a hospital or a doctor's office to obtain medical attention, shall receive pay at the applicable rate for the balance of his/her regular shift for that day.
- C. If an employee is unable to report for his/her next regular shift, the employee will notify his/her supervisor, and the supervisor will coordinate the Township's submission of a Worker's

Compensation insurance claim. The employee will continue to receive without interruption his/her regular base salary while the employee is receiving Worker's Compensation benefits based on a forty (40) hour week for Full-Time employees and for all other employees based on the annual average weekly hours worked, excluding any overtime. During this period, the employee must turn over all insurance payments to the Township within five (5) days of receipt except in extenuating circumstances. Failure to turn over insurance payments in a timely manner will result in the deduction of the insurance payments from the Employee's salary. In addition, the Township will continue to provide to the employee health benefits and pension payments and all other benefits, such as accrual of vacation and sick days as described in this contract, subject to the employee's normal deductions for benefits.

- D. After the authorized treatment provider determines that the employee is capable of resuming his/her employment duties and insurance payments are discontinued, if an employee does not believe he/she is able to resume working, the employee may request up to six (6) months of unpaid Leave of Absence pursuant to Article XI of this Contract. If the authorized treatment provider determines that the employee will not be able to return to the employment of the Township to carry out his/her duties of employment such that the insurance company discontinues Worker's Compensation insurance payments, the employee may independently apply for long-term disability benefits at the discretion of the authorized treating provider.

E. After ten (10) business days from the end date of any Worker's Compensation leave, if the employee has not contacted his/her supervisor to make arrangements to either return to work or otherwise extend his/her leave, or to resign in good standing, the employee shall be recorded as a resignation not in good standing. The employee will not be paid for any such day(s) between the end date of Worker's Compensation Leave and the date they actually return to work, but the Township may permit the retroactive use of accrued vacation or other paid leave based on any reason deemed sufficient by the Township Committee.

ARTICLE VIII

NON-WORK RELATED DISABILITY

- A. The State of New Jersey has Temporary Disability Benefits Law known as the “TDBL” (N.J.S.A. 43:21-25; N.J.A.C. Section 12:18-1.1 et seq.). As a municipal employer, the Township of Lebanon is exempt from the TDBL but agrees to voluntarily participate through a private plan that is cost free to employees. All employees covered under this Contract will receive the minimum benefits described in the TDBL. However, if an employee is injured while performing duties related to employment not compensated through the Township payroll, as further described below in B, no benefit from Lebanon Township except as required by law will be provided whether or not the injury is covered under a separate employer’s Worker’s Compensation plan.
- B. An employee that is covered under this Contract and has been employed by the Township for at least one (1) year will receive supplemental benefits as described below that are above the minimum benefits of the TDBL if injured while not performing any employment duties, whether for the Township or another employer, whether injured during a work day or not, or due to illness, rendering the employee unable to perform his/her employment duties. Only in the event that an employee is covered by a third-party Worker’s Compensation claim where the coverage is provided for volunteer activities, such as volunteer firefighter, and no monetary salary compensation is directly provided for the non-work related activity, is the employee eligible for the supplemental benefits described

below. For such volunteer activities, the employee must turnover all compensation from the third-party Worker's Compensation benefits or any other salary continuation benefit to the Township within five (5) days of receipt except in extenuating circumstances. Failure to turnover insurance payments in a timely manner will result in the deduction of the insurance payments from the employee's salary.

C. Any of the supplemental benefits set-forth in this section which exceed the minimum requirements under the TDBL shall only be available for an employee for the first 26 weeks of the benefit period in any 18-month cycle. For example, if an employee has not drawn the supplemental benefits for non-work related disability in the preceding twelve (12) months, the employee may receive the supplemental benefits for twenty-six (26) consecutive weeks of non-work related disability but would not then be eligible to receive the supplemental benefits for the succeeding twelve (12) months. But if, for example, the employee had only drawn thirteen (13) weeks of supplemental benefits in the preceding fifteen (15) months and requires another non-work-related disability leave, the employee would be eligible to draw an additional thirteen (13) weeks of supplemental benefits. An employee must be working to accrue credit for supplemental benefits. In no case will supplemental Non-Work Disability benefits exceed twenty-six (26) weeks for a single injury or illness.

D. The supplemental benefits provided by the Township are:

1. At the start of an eligible employee's inability to perform his/her employment duties, the employee must first use ten (10) days of accrued sick leave as part of a disability leave. If the employee does not have ten (10) days of sick leave available, the employee may authorize the Township Clerk to use his/her earned vacation as sick leave, or request to use unpaid leave for the initial ten (10) days of required sick leave. The use of sick leave at the start of a Non-Work Disability leave will require the employee to provide medical certification from a licensed medical professional that a leave is required, with a certificate to state the nature of the injury or illness and length of time the employee is expected to be unable to perform his/her employment duties. If after returning to work for not more than fourteen (14) calendar days the employee has a relapse of the same injury or illness during a period of supplemental benefits, the employee will not be required to use sick leave as part of continuing to receive the supplemental benefits. However if the employee requires another non work-related disability leave after returning to work for fifteen (15) or more calendar days, either for the same or a different injury or illness, the employee will be required to use ten (10) days of accrued sick leave, or substitute days as described above, in order to receive a new period of supplemental benefits.
2. If a Non-Work Related Disability leave is shown to be required, the employee will continue to receive without interruption his/her regular base salary, based on a forty (40) hour week for Full-Time employees and based on the

annual average weekly hours worked, excluding any overtime, for all other eligible employees, up to a cumulative total of twenty-six (26) weeks in any eighteen (18)-month cycle, as described above. In addition, the Township will continue to provide to the employee, health benefits and pension payments and all other benefits, such as accrual of vacation and sick days, as described in this contract, subject to the employee's normal deductions for benefits, for a cumulative total of twenty six (26) weeks in any eighteen (18) month cycle. The employee will make reasonable efforts to provide updates to his/her supervisor, not less than every two (2) weeks, during the disability leave regarding the expected date that the employee will be able to return to work, but the Township will waive this requirement if the circumstances of the disability make such notice burdensome due to the employee's incapacity.

- E. Before returning to work following any period of disability leave, the employee must provide written certification from a licensed medical professional on a form to be provided by the Township Clerk that the employee has no limitations based on physical condition or prescribed medication that would limit or prevent the employee from performing his/her employment duties.
- F. If an employee requires more than a twenty six (26) week period of disability leave as described in this Article VIII, either under the TDBI, or the supplemental benefits, to recover from an injury or illness, the employee may add any unused sick

leave, beyond the ten (10) days already used, or vacation time to extend the paid leave.

G. After all available paid leave has been used, the employee may apply for up to six (6) months unpaid Leave of Absence, as described in Article XI of this Contract.

H. After ten (10) business days from the end date of any cumulative six (6) month disability leave, if the employee has not contacted his/her supervisor to make arrangements to either return to work or otherwise extend his/her leave or to resign in good standing, the employee shall be recorded as a resignation not in good standing. The employee will not be paid for any such day(s) between the end date of disability leave and the date they actually return to work, but the Township may permit the retroactive use of accrued vacation or other paid leave based on any reason deemed sufficient by the Township Committee.

ARTICLE IX HEALTH BENEFITS

A. All full-time employees covered by this Agreement shall be provided health benefits, up to family health care coverage depending on the employee's requirement, under the New Jersey State Health Benefits Plan including the State Health Benefits prescription plan policy. Beginning January 1, 2012, the State Health Benefits Plan Design Committee shall provide employees the option to select one of at least three levels of coverage for each single, family, individual and spouse, and individual and dependent, or equivalent categories, for each plan offered by the program differentiated by out-of-pocket costs to employees including co-payments and deductibles. Pursuant to P.L. 2011, c. 78 (Chapter 78), the State Health Benefits Plan Design Committee has the sole discretion to set the amounts for maximums, co-pays, deductibles, and other such participant costs for all plans in the program and has the sole discretion to determine the plan design, plan components and coverage levels under the program.

The Township will provide qualified employees with health coverage under the NJ Direct 15 plan and the associated prescription plan, or in the event NJ Direct 15 is no longer offered, the closest matching plan then offered by the State Health Benefits Plan. If an employee desires coverage through a different plan offered by the State Health Benefits that has a higher premium than NJ Direct 15 or an equivalent plan, the employee will be responsible for any monthly premium costs in excess of the NJ Direct 15 or the equivalent plan, but the Township will enroll such employee and make the required payroll deductions. If an alternative plan chosen by an employee

has monthly premium costs less than NJ Direct 15 or the equivalent plan, the Township will credit the employee with the cost difference for the monthly premium.

Each qualified employee will receive health benefits appropriate to his/her situation with respect to single, family, individual and spouse, or individual and dependent, as defined by the State Health Benefits Plan, with no credits or charges to employees for different situations. For example, an employee with single coverage will not receive any compensation because the single premiums are less than the cost of family coverage.

B. Part-Time Salaried or Hourly employees who work twenty -two (22) hours or more per week on an annual average basis shall receive health benefits and a prescription plan as described in Section A of this Article for the employee only, meaning Single coverage as defined by State Health Benefits Plan. If the employee desires dependent health benefits, the additional cost of said coverage shall be the responsibility of the employee and he/she shall pay the difference between the cost of single coverage and the cost of the additional coverage.

C. Eligible employees covered by this Agreement shall be permitted to opt-out of the Township's provided Health Benefits by providing proof of coverage for the employee through a comparable plan separate from the Township's coverage, and in return for opting-out will receive payment as limited under N.J.S.A. 40A:10-17.1 up to the lesser of twenty-

five (25%) percent of the premium saved by the Township or \$5,000. This is a voluntary option. Said employee shall also be given the option each year, at the open enrollment period, to opt-back into the Township's Health Benefits plan, except under exigent circumstances where there is a loss of coverage. If such occurs, the employee will only be entitled to a pro-rata share of savings based on the number of months the opt-out occurred.

D. Notwithstanding anything set forth in Paragraphs A-C above, all employees shall pay that share of the cost of health coverage described as Chapter 78 Tier IV Contributions and all deductibles, co-pays, and other such participant costs of the plan in which the employee is enrolled. The Tier IV Contributions in Chapter 78 are reproduced here:

For family coverage or its equivalent –

An employee who earns less than \$25,000 shall pay 3 percent of the cost of coverage;

An employee who earns \$25,000 or more but less than \$30,000 shall pay 4 percent of the cost of coverage;

An employee who earns \$30,000 or more but less than \$35,000 shall pay 5 percent of the cost of coverage;

An employee who earns \$35,000 or more but less than \$40,000 shall pay 6 percent of the cost of coverage;

An employee who earns \$40,000 or more but less than \$45,000 shall pay 7 percent of the cost of coverage;

An employee who earns \$45,000 or more but less than \$50,000 shall pay 9 percent of the cost of coverage;

An employee who earns \$50,000 or more but less than \$55,000 shall pay 12 percent of the cost of coverage;

An employee who earns \$55,000 or more but less than \$60,000 shall pay 14 percent of the cost of coverage;

An employee who earns \$60,000 or more but less than \$65,000 shall pay 17 percent of the cost of coverage;

An employee who earns \$65,000 or more but less than \$70,000 shall pay 19 percent of the cost of coverage;

An employee who earns \$70,000 or more but less than \$75,000 shall pay 22 percent of the cost of coverage;

An employee who earns \$75,000 or more but less than \$80,000 shall pay 23 percent of the cost of coverage;

An employee who earns \$80,000 or more but less than \$85,000 shall pay 24 percent of the cost of coverage;

An employee who earns \$85,000 or more but less than \$90,000 shall pay 26 percent of the cost of coverage;

An employee who earns \$90,000 or more but less than \$95,000 shall pay 28 percent of the cost of coverage;

An employee who earns \$95,000 or more but less than \$100,000 shall pay 29 percent of the cost of coverage;

An employee who earns \$100,000 or more but less than \$110,000 shall pay 32 percent of the cost of coverage;

An employee who earns \$110,000 or more shall pay 35 percent of the cost of coverage

For individual coverage or its equivalent –

An employee who earns less than \$20,000 shall pay 4.5 percent of the cost of coverage;

An employee who earns \$20,000 or more but less than \$25,000 shall pay 5.5 percent of the cost of coverage;

An employee who earns \$25,000 or more but less than \$30,000 shall pay 7.5 percent of the cost of coverage;

An employee who earns \$30,000 or more but less than \$35,000 shall pay 10 percent of the cost of coverage;

An employee who earns \$35,000 or more but less than \$40,000 shall pay 11 percent of the cost of coverage;

An employee who earns \$40,000 or more but less than \$45,000 shall pay 12 percent of the cost of coverage;

An employee who earns \$45,000 or more but less than \$50,000 shall pay 14 percent of the cost of coverage;

An employee who earns \$50,000 or more but less than \$55,000 shall pay 20 percent of the cost of coverage;

An employee who earns \$55,000 or more but less than \$60,000 shall pay 23 percent of the cost of coverage;

An employee who earns \$60,000 or more but less than \$65,000 shall pay 27 percent of the cost of coverage;

An employee who earns \$65,000 or more but less than \$70,000 shall pay 29 percent of the cost of coverage;

An employee who earns \$70,000 or more but less than \$75,000 shall pay 32 percent of the cost of coverage;

An employee who earns \$75,000 or more but less than \$80,000 shall pay 33 percent of the cost of coverage;

An employee who earns \$80,000 or more but less than \$95,000 shall pay 34 percent of the cost of coverage;

An employee who earns \$95,000 or more shall pay 35 percent of the cost of coverage;

For member with child or spouse coverage or its equivalent –

An employee who earns less than \$25,000 shall pay 3.5 percent of the cost of coverage;

An employee who earns \$25,000 or more but less than \$30,000 shall pay 4.5 percent of the cost of coverage;

An employee who earns \$30,000 or more but less than \$35,000 shall pay 6 percent of the cost of coverage;

An employee who earns \$35,000 or more but less than \$40,000 shall pay 7 percent of the cost of coverage;

An employee who earns \$40,000 or more but less than \$45,000 shall pay 8 percent of the cost of coverage;

An employee who earns \$45,000 or more but less than \$50,000 shall pay 10 percent of the cost of coverage;

An employee who earns \$50,000 or more but less than \$55,000 shall pay 15 percent of the cost of coverage;

An employee who earns \$55,000 or more but less than \$60,000 shall pay 17 percent of the cost of coverage;

An employee who earns \$60,000 or more but less than \$65,000 shall pay 21 percent of the cost of coverage;

An employee who earns \$65,000 or more but less than \$70,000 shall pay 23 percent of the cost of coverage;

An employee who earns \$70,000 or more but less than \$75,000 shall pay 26 percent of the cost of coverage;

An employee who earns \$75,000 or more but less than \$80,000 shall pay 27 percent of the cost of coverage;

An employee who earns \$80,000 or more but less than \$85,000 shall pay 28 percent of the cost of coverage;

An employee who earns \$85,000 or more but less than \$100,000 shall pay 30% of the cost of coverage.

An employee who earns \$100,000 or more shall pay 35 percent of the cost of coverage;

Base salary shall be used to determine what an employee earns for the purpose of this provision.

E. For all Full-Time employees covered by this Agreement and hired before 8/19/20, Lebanon Township will reimburse copayments on prescriptions for the employee and covered dependents except for the first three dollars (\$3) per prescription subject to presentation of suitable documents. For employee's hired after 8/19/20, the employee will be responsible for the full cost of prescription copayments or deductibles under the health plan in which they participate.

Health Benefits – Retirees

The Township agrees to provide post-retirement medical benefits comprised of single-coverage health insurance solely for the employee, only to full time employees of the Department of Public Works covered by this agreement who completed fifteen (15) or more years of full-time service with the Township of Lebanon as of January 1, 2024, commencing upon retirement at the age of 62 years of age or older, with all coverage terminating upon the qualified employee's 65th birthday. The employee shall be responsible for payment equal to thirty percent (30%) of the cost of the health insurance premium for single health coverage during the time that the retiree health benefits are being provided. The Township shall have the sole right to select the insurance carrier and/or program to provide the aforementioned retiree health insurance benefits.

ARTICLE X

SICK LEAVE

- A. Full-time employees covered by this Agreement shall be entitled to sick leave with pay. A total of ten (10) days per year is accrued after January 1 of the following year of service. During the first year, the number of sick days is pro-rated based on the month of hire, with one (1) day accrued at the end of each full calendar month up to ten (10) days. Employees shall have the option of carrying thirty (30) accumulated sick days into the next calendar year. Unused sick time has no cash value.
- B. Sick leave for purposes herein shall mean absence from duty by an employee because of personal illness by reason of which such employee is unable to perform the usual duties of their positions, exposure to contagious diseases, has a member of the immediate family (child, spouse, unmarried brother or sister, parent of the employee) with an illness which requires the employee to stay at home or take the relative to receive medical care, or the employee has a need to visit a medical professional during municipal business hours.
- C. An employee who does not expect to report to work because of personal illness or for any reason included in the definition of sick leave shall notify their department by telephone or personal message at least one (1) hour before the start of the work shift. Sick leave can be taken in hourly increments.

- D. If an employee is absent for three (3) consecutive working days, the Township may require acceptable medical evidence. The nature of the illness and the length of time the employee shall be absent should be stated on the medical certificate. If the Township suspects that an employee is abusing his/her sick leave privileges, the Township has the right to request medical confirmation of any illness before sick leave privileges are granted.
- E. Once per month, the employee can request the number of unused sick days and vacation days to the credit of himself/herself only. All of the above time shall be given in hours.
- F. In cases of prolonged illness when an employee exhausts his/her accrued sick leave, the employee may authorize the Township Clerk to use his/her vacation as sick time.
- G. Part-Time salaried employees shall receive no more than pro-rated sick leave based upon the average annual number of hours but in no case less than the minimum provided by State Statute. Employees designated "Hourly" will receive paid sick leave benefits provided by State Statute.
- H. Abuse of sick leave such as using sick days for purposes other than described in this Article shall be cause for disciplinary action.

ARTICLE XI

LEAVE OF ABSENCE

- A. Upon request, an employee may be granted a leave of absence without pay or benefits for up to twelve (12) months where necessary for medical reasons, maternity or paternity, or for other reasons satisfactory to the Township. An unpaid leave of absence of up to five (5) consecutive days, but no more than five (5) total days in a calendar year, may be approved by an employee's supervisor, but any unpaid leave of absence in excess of these limits must be approved by the Township Committee. The employee shall be responsible for continued health insurance payments and shall make suitable arrangements with the Township for the continuation of benefits (except for reasons granted under Paragraph E.)
- B. Military Leave – In the event an employee volunteers for or is called to active military service in the Armed Forces of the United States, such employee shall not, during the period of such service, lose his/her seniority rights as herein provided. Upon discharge from such service, he/she shall be offered his/her former position or one of like status provided:
1. Received a certificate of honorable discharge.
 2. Is still qualified to perform the duties of the position
 3. Applied for reinstatement within ninety (90) days after discharge.

Employees shall receive a written leave of absence from the Township when leaving to enter Military Service. In the event any regular employee covered by this Agreement, who is a reserve of the Armed Forces of the United States, is required to

serve on active duty for a temporary period, the Township agrees to supplement the employee's military pay with amount sufficient to equal his/her regular weekly earnings not to exceed a period of two (2) weeks in any one (1) year.

C. Court Leave – Full-time employees shall be granted leave of absence with pay, if they are called for jury duty, subpoenaed as a witness, for the time actually spent in court, provided such time is not a regular part of the duties of the employee.

The following shall apply to court leave:

1. The employee must notify his/her Supervisor immediately upon receipt of a summons for jury duty.
2. This section does not apply when an employee voluntarily seeks jury duty
3. No reimbursement of wages will be made for jury duty during holidays or vacations.
4. At the Township's request, adequate proof must be presented of time served on a jury and the amount received for such service.

D. Bereavement Leave –Employees covered by this Agreement shall be allowed time off, from the date of death until the date of burial (seven days maximum), in the event of the death of the employee's spouse or domestic partner, father, mother, grandfather, grandmother, son, daughter, brother, sister, grandchildren, father-in-law, mother-in-law, son-in-law or daughter-in-law, Employees shall receive time off with pay for day of burial in the event of the death of an aunt, uncle, nephew, niece, brother-in-law, sister-in-law or cousin of the first degree.

- E. Family Leave Act – The Township agrees to abide by the provision of the State and Federal Leave Act, and to offer employees covered by this Agreement the option of a leave of absence as long as the requirements are met under law.

- F. The Township shall also abide by N.J.S.A. 40A:9-7 (leaves of absence with pay to certain officers and employees) and N.J.S.A. 40A:9-158 (temporary leaves of absence).

ARTICLE XII PROMOTIONS

- A. Promotion means the advancement of an employee to a job classification at a higher salary range. When a promotional vacancy occurs, the Township shall consider an employee's job performance and ability to do the job based on this/her job classification. Seniority will be given due consideration when everything else is equal.
- B. An employee who is promoted shall serve a probationary period of ninety (90) days. If he/she is removed from the new position during the probationary period, he/she can be entitled to return to his/her former position without loss of seniority or other benefits if the positions remains open, except that if he/she is discharged, his/her rights shall be subject to the grievance/arbitration procedure under this Agreement.
- C. Promotional positions shall be posted for at least ten (10) working days. When the Township determines that a vacancy occurs, an employee may request, in writing, to fill such vacancy. Working days shall be defined as Monday through Friday, irrespective of whether the employee works the day(s) or not.
- D. If an employee is promoted outside the bargaining unit, and the employee does not satisfactorily complete his/her probationary period or wishes to voluntarily to be placed back to his/her former position, said employee may be returned to

his/her former position without loss of seniority if a position remains open.

- E. A promoted employee's seniority, for the purposes of layoff, shall be retroactive to the date of promotion following completion of the probationary period.

ARTICLE XIII

EQUAL TREATMENT

There shall be no coercion or intimidation on the part of the Township or the Union, or their respective agents, officers or members, against any employee covered by this Agreement for reason of sex, age, color, religious belief or national origin or any other reason prohibited by State or Federal law.

ARTICLE XIV
DUPLICATION OF AGREEMENT

The Township and Union shall share in the effort to reproduce up to twenty-five (25) copies of the Agreement and will furnish copies to the Union for distribution to rank-and-file employees and to the officials of the Township.

ARTICLE XV

GRIEVANCE PROCEDURE

A. Definition

The term “grievance” as used herein means any controversy arising over the interpretation, application or alleged violation of the terms of this Agreement, and may be raised by an individual unit employee, a group of unit employees, or the Union at the request of any such individual or group (hereinafter referred to as the “grievant”). Working days, throughout the provision of this Article, shall be defined as Monday through Friday, irrespective of whether the employee works the day(s) or not.

B. Informal Resolution

The Township and the Union agree to attempt to resolve potential grievances in an informal manner if possible. The time limitation pertaining to initiation of the grievance procedure may be waived if mutually agreeable provided such waiver is in writing and approved by both parties. Failure on the part of the grievant to process the grievance according to the time lines set by this Agreement shall result in a waiver of the right to proceed to the next level of the grievance procedure and constitute an acceptance of management’s decision rendered below.

C. Steps of the Procedure

Step One

A grievance initially must be filed, in writing, within ten (10) working days from the date on which the act which is the subject of the grievance occurred, or became known to the grievant, whichever is later. If the grievance concerns an action or decision of a supervisor, the employee or the Union shall submit the grievance in writing and discuss it with the supervisor who shall render a decision, in writing, within five (5) working days of his/her receipt of the grievance.

Step Two

In the event the grievance is not resolved to the grievant's satisfaction at Step One, or in the event the immediate supervisor has not served a timely response at Step One, then within ten (10) calendar days (excluding Saturday, Sunday and Holidays), after the response date set forth in Step One, the grievant may present the written grievance and any written response(s) received at Step One to the Township Committee. The parties shall meet and discuss the grievance within ten (10) calendar days (excluding Saturday, Sunday, and Holidays) of this submission and the Township Committee shall have thirty (30) days thereafter to make a written response.

Step Three

In the event the grievance is not resolved to the satisfaction of the grievant at Step Two, or in the event the Township Committee had

not served a timely written response at Step Two, then within twenty (20) calendar days (excluding Saturday, Sunday, and Holidays) after the response set forth in Step Two, the grievant may notify the Township Committee in writing of his or her intent to submit the grievance to PERC.

The grievant may notify the Township Committee in writing of his or her attempt to submit the grievance to PERC for binding arbitration as to disciplinary matters only, as defined by State Statute. N.J.S.A. 34:13A-22 et seq., and all other grievances shall be submitted to non-binding (advisory) arbitration. Any dispute as to whether the matter in controversy is a disciplinary dispute shall be submitted to PERC for review and decision.

1. The arbitrator shall be required to deliver to the parties a written award, coupled with a written opinion setting forth the detailed reason, findings of fact, and conclusions of law utilized in making his award, but not later than thirty (30) calendar days from the closing date of hearing. The arbitrator expressly has no authority to modify, add to, subtract from or in any way whatsoever, alter the provisions of this Agreement.
2. Grievance meetings and hearings shall be held at mutually acceptable times and places. The grievant shall have at his/her request a representative from the Union to assist in the resolution of the grievance at such meetings and hearings.
3. The fees, expenses, and all other proper charges of the arbitrator shall be split equally between the parties, however each party shall bear his/her own additional costs.
4. All grievance hearings scheduled in accordance with the provisions hereof shall be so scheduled so as to avoid time

off from regular shifts. However, in the event a grievant, or witness is called by him/her, is on duty, he/she shall be permitted to attend said hearing without reduction or loss of pay.

5. No reprisals of any kind shall be taken by the Township or by any agent thereof, against any grievant or party participating in the grievance procedure or any member of the Union by reason of such participation. Neither the Union nor any employee shall use the formal grievance procedure for obviously frivolous matters.
6. All grievance hearings, conducted as outlined herein, shall be conducted in private and shall be attended by the respective parties and /or their representatives, in addition to any witnesses produced by either party for the purpose of testifying at such hearing.

ARTICLE XVI

DISCIPLINE AND DISCHARGE

- A. There shall be no discipline or discharge, except for just cause. No form of discipline or reprimand shall be done in a public forum in such a way that it causes embarrassment to the involved employee.

- B. An employee may be subject to discipline for:
 - 1. Incompetency, inefficiency, or failure to perform duties.
 - 2. Insubordination
 - 3. Inability to perform duties
 - 4. Chronic or excessive absenteeism or lateness
 - 5. Conviction of crime
 - 6. Conduct unbecoming an employee in public service
 - 7. Neglect of Duty
 - 8. Misuse of public property, including motor vehicles
 - 9. Unacceptable behavior
 - 10. Physical assault
 - 11. Other sufficient causes.

- C. Other than an oral reprimand, the employee and the employee's personnel file shall be furnished with a written copy of any disciplinary action taken, with reason therefore, within five (5) days of action.

- D. The employee shall have the right to Union representation when disciplinary action is taken, beginning with any

interrogation, and continuing until all appeal processes are finalized.

- E. Before an employee is suspended without pay, he/she shall promptly be given an opportunity to an informal discussion during normal working hours with his/her supervisor at which time the employee will be informed of the charges made and will be given a written synopsis of the evidence on which the Township intends to rely. The employee shall have an opportunity to respond and/or refute these charges. An employee may be suspended immediately if it is determined that the employee is unfit for duty or is a hazard to fellow employees or to the general public. Depending upon the seriousness of the offense, the Township shall have the right to waive progressive discipline and to suspend an employee with pay pending the notification procedures set forth in this paragraph which shall be offered to the employee within twenty-four (24) hours from the time of the initial suspension. If the employee is notified of his/her opportunity for an informal discussion during normal working hours with his/her supervisor and fails/refuses to respond at the time and date established by the supervisor, then such suspension can be converted to a suspension without pay.
- F. Employees shall have the right to appeal any discipline through the grievance/arbitration procedure as defined under this Agreement. An appeal shall be instituted at a level of the grievance procedure deemed appropriate under the circumstances.

G. Disciplinary action shall normally be progressive and begin with an oral reprimand. Any disciplinary action taken against an employee shall be placed in the employee's personnel file. Any disciplinary action that has been placed in the file for more than twenty-seven (27) months shall be used for reference purposes only and not used in any subsequent disciplinary proceedings.

ARTICLE XVII

SAFETY AND HEALTH

- A. The Township shall attempt to provide safe and healthful working conditions and will provide employees with wearing apparel, tools or devices that may be reasonably necessary to ensure their safety and health.
- B. A Safety Committee shall be formed having one member from the Administration and one from the Local Union.
- C. It is the responsibility of the employee to maintain and have available on the jobsite required safety equipment for a particular job function and utilize such apparatus accordingly.
- D. The Township will provide replacement of any apparatus if damaged on the job. Old apparatus must be returned.

ARTICLE XVIII

BILL OF RIGHTS

To ensure that the individual rights of employees in the bargaining unit are not being violated, the following shall represent the Employee's Bill of Rights:

- A. An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this Agreement, if so requested by the employee.
- B. An employee shall be entitled to Union representation at each state of a disciplinary hearing, if so requested by the employee.
- C. No employee will be required to take part in an interview or meeting without Union representation, where such representation has been requested by the employee and where the employee has reasonable grounds to believe that the matters to be discussed may result in the employee being the subject of disciplinary action.
- D. No recording devices or stenographer of any kind shall be used during any meeting, unless both the Union and Township are made aware of their use prior to such meeting.

- E. In all disciplinary hearings the employee shall be presumed innocent until proven guilty and the burden of proof shall be on the Township.
- F. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his/her hours, wages, or working conditions as a result of the exercise of his/her rights under this Agreement.

ARTICLE XIX
MANAGEMENT FUNCTIONS AND RIGHTS

- A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Law and Constitution of the State of New Jersey and of the United States including, without limiting the generality of foregoing, the following rights:
1. The executive management and administrative control of the Township Government and its properties and facilities, and the activities of its employees as related to their employment;
 2. To hire all employees and to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees:
 3. To suspend, demote, discharge, or take other disciplinary action.
- B. In the exercise of the powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations, and practices and furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms thereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

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

ARTICLE XX

SEVERABILITY

If any section, subsection, paragraph, sentence, clause or phrase of this Agreement should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Agreement, which shall remain in full force and effect; and to this end the provisions of the Agreement are hereby declared to be severable.

ARTICLE XXI VACATION

A. The following vacation schedule shall apply to Full Time employees covered under this Agreement:

1. One (1) week's paid vacation after one (1) year of service.
2. Two (2) week's paid vacation after two (2) years of service.
3. Three (3) week's paid vacation after five (5) years of service.
4. Four (4) week's paid vacation after ten (10) years of service.

B. Vacation leave shall accrue effective January 1st. During the first year of employment, vacation will be accrued on the sixth (6th) month basis. Following the first (1st) year, the cycle will be set at the beginning of the year. An employee shall have the options of carrying over (up to) ten (10) days which must be used prior to the end of the following year. An employee shall also have the option of receiving pay in lieu of time off for up to ten (10) days per year, including the year of separation of employment for any reason from the Township.

C. Part-Time Salaried employees shall be entitled to vacation time not to exceed a proration of Full-Time vacation time. Employees designated Hourly who work less than twenty (20) hours per week on an average annual basis will not receive any paid vacation benefit. Hourly employees who work twenty (20) or more hours per week on an average annual basis will

receive a proration of Full-Time vacation time based on a forty (40) hour standard week.

- D. If an employee is on vacation and becomes ill during that time, not allowing the employee to continue his/her vacation, and the employee can provide medical verification of such illness, or should a death occur in the employee's family, the employee may change the time to sick and/or bereavement leave, as applicable under this Agreement. Vacation shall then be reinstated.
- E. If a holiday falls during an employee's vacation, the day shall not be counted as part of the employee's vacation leave
- F. Vacations must be scheduled at least two (2) weeks in advance and are subject to the supervisor's approval. Requests for use of single vacation days may be made on less than two (2) weeks' advance notice and will be granted if scheduling permits and shall not be unreasonably denied.

ARTICLE XXII

SENIORITY

- A. Seniority is defined as an employee's total length of unbroken service with the Township, beginning with his/her original date of hire as a full-time employee.
- B. The Township shall maintain an accurate, up-to-date roster showing the date of hire, classification and pay rate of each employee covered by this Agreement, and the Township shall furnish copies of same to the Union upon reasonable request.
- C. In all cases of demotion, layoff and recall, consideration shall be given to seniority, job performance and ability to do the job based on job classification.

ARTICLE XXIII LAYOFF AND RECALL

- A. In the event it becomes necessary to lay off employees for reasons of economy and efficiency, Temporary, Seasonal, Hourly and Part-Time Salaried employees shall be laid off first, in that order, and then Full-Time employees shall be laid off in the inverse order of their seniority.
- B. In the event an employee is scheduled to be laid off and there exists a vacant position in another title, and the employee has proven ability and can meet the qualifications, Township seniority shall prevail in assigning such employees scheduled to be laid off.
- C. Fifteen (15) working days' written notice of layoff shall be given to the affected employees and the Union where such notice is economically feasible, except in cases of emergency. The Township reserves the right to pay three (3) weeks' severance pay in lieu of fifteen (15) days' notice. Benefits are carried up to three (3) weeks. At the end of the three (3) week period, the employee may exercise his/her right to file for COBRA benefits.
- D. For purposes of this Article, working days shall be defined as Monday through Friday, irrespective of whether the employee worked the day(s) or not.
- E. Laid off employees will be offered, in seniority order, the right of recall to any position within his/her job classification. The

employee must accept employment if the recall is the same job schedule held at the time of layoff.

- F. The laid off employee will remain on the recall list for twelve (12) months from the date of layoff. There will be a seventy-two (72) hour mandatory response and return to recall, excluding weekends and holidays, following receipt of notification. Notification will be made via certified mail to the last known address that was furnished by the employee. An employee who is unable to accept recall due to a medical reason, jury duty, or military obligation, will retain the right of recall during the twelve (12) month period.

ARTICLE XXIV

JOB POSTING

- A. Vacancies, or newly created positions, shall be posted prominently for ten (10) working days on the bulletin board when vacancies and new positions are sent to the newspapers for the general public. The posting shall include, but not be limited to, the classification, salary and abbreviated job description, and the required qualifications and procedure to be followed by employees interested in applying for such job vacancies and positions.
- B. A copy of the job posting notices shall be forwarded to the Shop Steward when they are sent to the newspapers for the general public.
- C. Working days, for purposes of this Article, shall be defined as Monday through Friday, irrespective of whether the employee worked the day(s) or not.

ARTICLE XXV
EDUCATIONAL BENEFITS

- A. The Township shall pay all prior approved costs incurred by an employee for the purposes of maintaining state required certifications. Approval shall not be unreasonably withheld.
- B. The Township agrees to reimburse Full-Time employees for tuition upon satisfactory completion of courses leading to advancement or improvement of skills in the employee's field. This shall be limited to four (4) courses per year at the prevailing County College or State College tuition rate. A satisfactory or passing grade must be achieved in order to be eligible for reimbursement.
- C. Subject to Township financial constraints, the Township may grant employees time off with pay to attend workshops, seminars and conferences related to Township business and the employee's particular job function and/or certification.
- D. Employee's shall receive a one-time only, not added to their base salary, \$1,000.00 stipend when they complete and receive the necessary State certification for the actual position they hold with the Township if they have not held that certification prior to joining the Township's employ. However, the mere obtaining of a State certification, which is not a specific requirement to hold the actual position of the employee in question, shall not be eligible to receive the one-time stipend. The payment shall be made in one (1) lump sum at the time following the obtaining of the certification. If the

employee does not work the twelve (12) month period, he/she shall only be entitled to a pro-rata share of such and shall reimburse the Township accordingly at the time of departure.

ARTICLE XXVI

REIMBURSED EXPENSES

Employees shall be reimbursed for the following expenses when pre-approved while on Township business or required schooling:

1. Mileage at the current Federal rate, if Township vehicle is not used.
2. Tolls
3. Parking
4. Meals: a per diem of \$50.00 per day for overnight stays and \$20.00 per day for all day conferences and meetings unless meals are provided by the conference.
5. Any lodging required as an overnight stay shall be paid by the Township.

ARTICLE XXVII

PHYSICAL EXAMINATIONS

A. Annual physical examination for each full-time employee shall be paid by the Township's Group Health Plan. Each full-time employee shall be obligated to have such an examination. This examination shall consist of the complete physical examination together with a blood screening and may, at the discretion of the Physician, include a cardiogram or chest x-ray or both and urinalysis. When medical problems have been satisfactorily corrected or remedied, the employee shall have a physician of his/her choosing submit a certification to that effect to the Township Clerk, The Township will abide by HIPPA Law (Health Insurance Portability and Accountability Act) dated April 14, 2003. The Township may not obtain a copy of the employee's physical report without the employee's written permission, except as otherwise permitted by law.

Annual physicals required by the Township may be performed by the employee's primary physician. The Treasurer will reimburse the employee for the out-of-pocket co-pay once proof the physical has been conducted and proof thereof has been received by the Township Clerk.

B. An employee who refuses to take a physical when requested shall be given up to forty-five (45) calendar days to agree to take a physical. If the employee does not agree to undergo a physical during the forty-five (45) calendar day period, he/she will be terminated.

C. Employees shall be granted time off with pay to receive an annual physical examination.

D. Annual physical examinations for employees who are required to have a Commercial Drivers' License (CDL) will be paid for by the Township, if not otherwise reimbursed by the Township Group Plan.

ARTICLE XXVIII

DRUG AND ALCOHOL ABUSE

- A. The Township is firmly committed to providing a safe and efficient workplace. Employee involvement with drugs and alcohol – on or off the job – can take its toll in the workplace by increasing absenteeism, lowering productivity, undermining public confidence and, more importantly, jeopardizing the safety of all employees.
- B. The purpose of this policy is to establish and maintain a safe workplace and a healthy and efficient workforce free from the effects of substance and alcohol abuse. Therefore:
1. The unlawful manufacture, distribution, dispensing, possession or use of drugs is prohibited.
 2. Except for medication prescribed for the user by a licensed medical practitioner and the appropriate use of over-the-counter drugs, employees are prohibited from being at work with drugs or drug metabolites in their system, regardless of when the drugs were taken.
 3. The consumption of alcohol during work hours or on Township property is prohibited. Employees should exercise moderation if they consume alcohol beverages so that their actions do not represent a liability to themselves, to other employees, or to the Township. Employees must report to work and, while on duty, must remain sober and free from the effects of alcohol use or abuse. Limits for alcohol are .04 for employees required to have a CDL and .10 for non-CDL employees.

4. An employee who violated this Policy is subject to immediate discharge.
- C. The Township may, in certain situations, require that an employee who is suspected of violating this Policy submit to a screening test. Circumstances which may form the basis of such suspicion include, but are not limited to, the employee's unusual behavior, slurred speech, deficiencies in the employee's productivity, a workplace accident, the employee's attendance record, physical symptoms indicative of drug use, or other conduct indicative of drug or alcohol use.
- D. Refusal to submit to a drug or alcohol screening test at the Township's request will result in discharge.
- E. If the results of a drug or alcohol screening test are positive the employee may be directed to enter an appropriate rehabilitation program and/or disciplinary action may be taken, either as an alternative to or along with rehabilitation.
- F. Early identification and treatment of substance or alcohol abuse problems is the best method for protecting the interests of all concerned. An employee who voluntarily wants to seek help for a problem and would like the assistance of the Township in finding treatment may speak to any Officer of the Township or to their supervisor. This request would be kept confidential and will not be used as a basis for discipline. However, such a decision will not prevent the imposition of discipline, if other circumstances suggest that disciplinary action may be appropriate.

G. If the results of a drug or alcohol screening test are positive, the employee may be required to participate in an appropriate rehabilitation program. In this regard, the employee must successfully complete the program in which he/she participates. Furthermore, the Township expects that the employee, after completing a rehabilitation program, will remain free of future substance abuse. The Township reserves the right to test rehabilitated employees periodically during the twelve (12) month period following treatment.

Refusal to participate in rehabilitation, refusal to consent to follow-up testing subsequent to rehabilitation, or failure to remain substance free subsequent to rehabilitation shall result in immediate termination.

H. A percentage of the costs associated with treatment, or a rehabilitation program will be covered by the Township's health benefit plan insurance. Costs not covered are the employee's responsibility.

I. Violation of any provision of this Policy may result in disciplinary action, up to and including termination. The Township retains sole discretion as to whether the employee is permitted to participate in a rehabilitation program and/or is disciplined. Furthermore, nothing contained in this Policy in any way affects the Townships right to discipline employees.

J. Test results and medical records pertaining to drug or alcohol use are confidential, and access to such records shall be only those persons who have a legitimate need for it.

K. The Township has been mandated by Federal regulation to implement and maintain a program of substance abuse testing

on all employees required to have a commercial driver's license. These jobs are covered under the Federal Department of Transportation Regulation 49 CFR Parts 40,199, and 382. Drug/Alcohol Tests are required as follows:

1. Pre-employment testing;
2. Post-accident testing;
3. Random testing throughout the year.

ARTICLE XXIX

PERSONAL DAYS

All Full-Time employees covered by this Agreement shall receive five (5) personal days each year during the term of this Agreement. All Part-Time Salaried employees and those Hourly employees that work twenty (20) or more hours per week on an average annual basis shall receive personal days no greater than a pro-ration based on a 40-hour work week of the personal days for Full-Time employees. Personal days must be taken within the year they are given and cannot be accumulated and have no cash value.

ARTICLE XXX OVERTIME

A. All time worked in excess of the employee's regular eight (8) hour workday, and in excess of forty (40) hours in any work week, shall be paid at one and one-half (1 ½ times) the employee's regularly hourly rate of pay. Overtime may be paid either as payment of by compensatory time payments (compensatory time) at the employee's discretion up to the statutory limitation. All overtime shall be approved in advance by the supervisor. Overtime is a condition of employment.

Any employee who is required to return to work during period other than his/her regularly scheduled hours shall be paid one and one-half (1 ½) of the appropriate rate for such work and shall be guaranteed not less than two (2) hours pay, regardless of the number of hours actually worked, so long as the time is not contiguous to the end of and/or the beginning of the employee's regular work shift. Time shall begin at time of punch in.

B. All work performed on a Sunday shall be compensated at the rate of one and one-half (1 ½) times the employee's regular rate of pay.

C. Except in cases of emergency, at least one (1) hour of advanced notice shall be given for overtime required at the end of the regular workday.

D. If an employee is required to work in inclement weather beyond eight (8) overtime hours in any one shift, he/she shall be compensated at the rate of double time (2x) for all hours

worked beyond that until the supervisor determines that all cleanup is satisfactory for the public's safety. A shift due to inclement weather shall begin at the time of punch in and end at the time of punch out.

- E. If an employee is called into work during a holiday, the employee shall receive overtime at one and one-half (1 ½) times the employee's regular hourly rate for all hours worked, and in addition the employee will receive holiday pay for the employee's regular eight (8) hours shift, or normal shift hours if less than eight (8) hours, totaling two-and-one-half (2 1/2) times the employee's regular hourly rate for the normal shift period only. For Road Department employees covered by this collective bargaining agreement only, three (3) holidays are designated as premium holidays: (1) Christmas, specifically December 25 but the day of observance when Christmas falls on a weekend; (2) Thanksgiving; and (3) New Year's Day, specifically January 1 but not the day of observance when New Year's Day falls on a weekend. For any hours worked by such Road Department employees on these three (3) premium holidays, the entire twenty-four (24) hour period (midnight to 11:59pm) (versus only the eight (8) hour shift on all other holidays) shall be paid at two-and-one-half (2 ½) times the employee's regular hourly rate of pay.
- F. If there is a need to perform work during a snowstorm or during some emergency due to inclement weather, the Township shall supply the employee with meals. All meals shall be purchased through the appropriate supervisor's discretion.

G. Employees are not permitted to carry over compensatory time from one calendar year to the next. Employees will be paid at the end of the calendar year for any unused compensatory time for that year at the wage rate the compensatory time was earned.

ARTICLE XXXI

CLOTHING ALLOWANCE

- A. Full-time employees assigned to the Township Public Works Department shall receive a clothing allowance of \$300.00 effective January 1st of each year during the term of the Agreement. The clothing maintenance allowance shall be paid to a pre-arranged distributor of choice for clothing of a style determined by the Public Works Supervisor. Any unused portion of the allowance not used by December 31st shall revert back to the Township.
- B. Full-time employees assigned to the Township Public Works Department shall be provided with the following items as specified during the term of this Agreement:
1. One (1) pair of boots annually, up to a maximum allowance of \$200.00 annually.
 2. One (1) winter jacket every other year.
 3. Five (5) orange T-shirts annually.
 4. One (1) orange sweatshirt every other year.
- C. The above items shall be replaced immediately or on an as needed basis at the supervisor's discretion.
- D. Each full-time Public Works employee shall be required to have one (1) pair of safety shoes at the Public Works facility at all times. The Township recommends protective footwear worn when the potential for injury to the foot exists.

E. If all of an individual's funds are exhausted and an emergency arises, the problem will be dealt with on a case-by-case basis by the Public Works Supervisor.

ARTICLE XXXII
WORK SCHEDULE/REST PERIODS

- A. The work week for Full-Time employees shall consist of five (5) consecutive work days, Monday to Friday, except in cases of emergency which may require overtime assignments and unless otherwise agreed with an individual employee due to the requirements of their job duties.
- B. All Full-Time employees shall work an eight (8) hour day, not including lunch, as specified by the Township. Hours for employees assigned to the Public Works Department shall be 7:00am to 3:30pm except from Memorial Day to Labor Day when the work hours shall be 6:00am to 2:30pm. Hours for other employees shall be 8:00am to 4:30pm.
- C. All employees covered by this Agreement that work a six (6) hour or longer shift shall be entitled to a half-hour (30 minute) unpaid lunch period during the shift.
- D. All employees covered by this Agreement shall receive one (1) paid fifteen (15) minute rest period per (4) hour work period during the shift. Unused break time shall not be credited or accumulated in any way by the employee.

ARTICLE XXXIII

HOLIDAYS

A. The following paid holidays shall apply to all employees covered by this Agreement:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Good Friday
5. Memorial Day
6. Juneteenth (recognized on the 3rd Friday in June)
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving Day
12. Day after Thanksgiving
13. Christmas Eve
14. Christmas Day
15. New Year's Eve

B. If any holiday, other than Christmas Eve or New Year's Eve, falls on a Saturday, the holiday shall be observed on the Friday before the holiday. If a holiday, other than Christmas Eve or New Year's Eve, falls on a Sunday, the holiday shall be observed on the Monday following the holiday. If Christmas Eve or New Year's Eve falls on a Saturday or Sunday, they will not be a paid holiday.

ARTICLE XXXIV
SNOW DAYS/INCLEMENT WEATHER

This provision applies to employees assigned to the administration:

- A. If an emergency is declared because of hazardous weather conditions where authorities deem it unsafe for travel, employees shall have the option of substituting either a vacation day, personal day, or compensatory time because of absence due to inclement weather conditions.
- B. In emergency weather situations where there may be a need to close early, employees shall be permitted to leave without loss of pay based on the discretion of the Mayor, or in his/her absence, the Township Clerk.

ARTICLE XXXV

NEW HIRE PROBATION

All new employees for positions covered by CWA Local 1040 shall be on probation during the first six (6) months of employment, unless hiring or appointment of a position is otherwise regulated by New Jersey State Law. The Township, in its sole discretion, may terminate Probationary Employees with or without cause at any time. The probationary period of any employee may be extended by mutual agreement between the Township and the employee. Probationary employees are not members of the bargaining unit for this Contract and do not receive any benefits described in this Contract except those benefits required by Statute. Upon satisfactory completion of the probationary period, the employee will be placed on the seniority list as of their probationary hiring date and will receive raises and accrue sick days, personal days and vacation days on that hiring date, but no retroactive raises will be paid.

ARTICLE XXXVI WAGES AND SALARY

- A. Effective January 1, 2024, all employee's shall receive a retroactive salary increase of \$2/hour. This increase is for 2024 only.
- B. Effective January 1, 2024, after the computation of "A" in this section, all employees covered by this Agreement shall receive a retroactive salary increase of three (3) percent.
- C. Effective January 1, 2025, all employees covered by this Agreement shall receive a salary increase of three (3) percent.
- D. Effective January 1, 2026, all employees covered by this Agreement shall receive a salary increase of three (3) percent.
- E. Effective January 1, 2027, all employees covered by this Agreement shall receive a salary increase of three (3) percent.
- F. Any employee hired during the life of this Agreement shall receive salary increases after the date of hire on the effective dates noted above. Any former employee who was employed prior to the signing of this Agreement shall not receive any pro rate adjustment in his/her former salary.

ARTICLE XXXVI SALARY SCHEDULE

Township of Lebanon CWA Contract Salary Schedule January 1, 2024 - December 31, 2027

2024 Base Pay	\$2 Per Hour Increase	New Base	2024 3% Increase	2025 3% Increase	2026 3% Increase	2027 3% Increase
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Full Time Employees

Nichole Roberts	55,000.00	1,120.00	56,120.00	57,803.60	59,537.71	61,323.84	63,163.55
Kimberly Jacobus	63,017.53	4,160.00	67,177.53	69,192.86	71,268.64	73,406.70	75,608.90
Erren Porcino	45,900.00	4,160.00	50,060.00	51,561.80	53,108.65	54,701.91	56,342.97
Jason Apgar	56,368.00	4,160.00	60,528.00	62,343.84	64,214.16	66,140.58	68,124.80
Gordon Beam	70,883.52	4,160.00	75,043.52	77,294.83	79,613.67	82,002.08	84,462.14
Warren Gabriel III	53,913.60	4,160.00	58,073.60	59,815.81	61,610.28	63,458.59	65,362.35
Ryan Jacobson*	52,603.00	4,160.00	56,763.00	58,465.89	60,219.87	62,026.46	63,887.26
Tyler Kilduff*	46,509.00	4,160.00	50,669.00	52,189.07	53,754.74	55,367.38	57,028.41
Kevin Rivers	82,343.90	4,160.00	86,503.90	89,099.02	91,771.99	94,525.15	97,360.90
Matthew Ruppe*	52,603.00	4,160.00	56,763.00	58,465.89	60,219.87	62,026.46	63,887.26
James Stevens	56,264.00	4,160.00	60,424.00	62,236.72	64,103.82	66,026.94	68,007.74

Part Time Salaried Employees

Erica Brandmaier	30,308.10	832.00	31,140.10	32,074.30	33,036.53	34,027.63	35,048.46
Diane Laudenbach	-	-	-	-	31,500.00	32,445.00	33,418.35
John Fleming	20,628.01	1,144.00	21,772.01	22,425.17	23,097.93	23,790.86	24,504.59
Maria Andrews	24,000.00	224.00	24,224.00	24,950.72	25,699.24	26,470.22	27,264.33

Hourly Employees

Karla Drum	25.11	27.11	27.11	27.92	28.76	29.62	30.51
Eileen Lebida	16.81	18.81	18.81	19.37	19.96	20.55	21.17
Patricia Wentz	16.28	18.28	18.28	18.83	19.39	19.98	20.57
Terry Lawler	32.50	34.50	34.50	35.54	36.60	37.70	38.83
Sean Smith	29.72	31.72	31.72	32.67	33.65	34.66	35.70

* Amounts do not include the semi-annual salary increments of .48 payable to each employee at their six month steps. These increments will be calculated and added to the employee's rate of pay.

ARTICLE XXXVI
SALARY FOR NEW PUBLIC WORKS EMPLOYEES

2024	\$23.61
2025	\$24.32
2026	\$25.05
2027	\$25.80

(NOTE: the above rates reflect the 3% SATB increase but do not reflect the anniversary increases listed below)

6 month anniversary	\$0.48 increase
12 month anniversary	\$0.48 increase
18 month anniversary	\$0.48 increase
24 month anniversary	\$0.48 increase
30 month anniversary	\$0.48 increase
36 month anniversary	\$0.48 increase
42 month anniversary	\$0.48 increase
48 month anniversary	\$0.48 increase
54 month anniversary	\$0.48 increase
60 month anniversary	\$0.48 increase

The salary increases on the above chart are not automatic but will be granted upon an acceptable six (6) month performance evaluation and approval of the Department of Public Works Supervisor.

New employees shall be entitled to the increases on the above chart plus the annual percentage increases (included in the above) on their salary that is in effect on January 1 of each year as per

ARTICLE XXXVII
ACCESS TO PERSONNEL FILE

- A. Upon request and with reasonable notice, an employee shall have the opportunity to review and examine pertinent documents including those related to performance evaluation and conduct in his/her personnel file. The Township shall honor the request of such employee for copies of documents in the file. The Township shall have the right to have such review, and examination take place in the presence of an appropriate official of the agency or department in question. The employee may file a written response of reasonable length to any memoranda or documents which are derogatory or adverse to him/her. Such response will be included in the relevant permanent personnel history file or permanent supplementary personnel file and will be attached to and retained with the document in question.
- B. No document of anonymous origin shall be used against any employee.
- C. Copies of any written documents specifically related to discipline or the work performance of any employee which are relied upon by the Township during any disciplinary proceedings, grievance hearing, or in any final evaluation report, will be given to the employee upon his/her request.

D. A copy of specific written material which is derogatory or adverse to an employee and is in the possession of the Township or its representative, and which has not been previously transmitted to the employee shall be provided to the employee when such written material is to be relied upon in any adverse personnel action resulting in disciplinary proceedings, or in any performance evaluation and reasonable time provided for response.

**ARTICLE XXXVIII
DURATION OF AGREEMENT**

This Agreement shall become effective January 1, 2024, and shall terminate on December 31, 2027. If either party desires to change this Agreement, it shall notify the other party, in writing, at least thirty (30) days before the expiration of this Agreement of the proposed changes and their desire to terminate this Agreement. If notice is not given as herein stated, this Agreement shall automatically be renewed for another year.



IN WITNESS WHEREOF, the parties hereunto affixed their signatures:

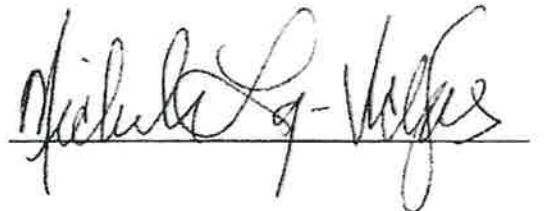

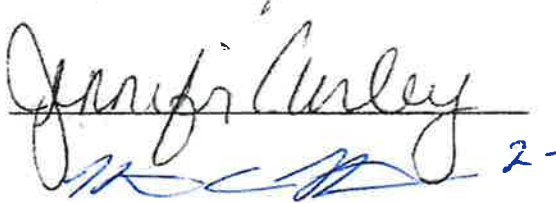
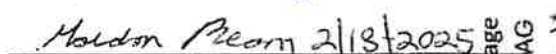
TOWNSHIP OF LEBANON

BLUE and WHITE COLLAR UNIT

CWA Local 1040

*Attest:
Carolynn Budd
Township Clerk
3/5/25*

2-18-25

Holdon Peom 2/18/2025 PAGE 1
Kimberly 2/18/25 MER GEF ORM