

AGREEMENT BETWEEN

THE TOWNSHIP OF MOUNT LAUREL

AND

THE COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO

REPRESENTATIVE FOR SUPERVISORY EMPLOYEES

JANUARY 1, 2017 THROUGH DECEMBER 31, 2019

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PREAMBLE

THIS AGREEMENT is entered into on November , 2017 by the Township of Mount Laurel (hereinafter referred to as the “Employer” or “Township”) and the Communications Workers of America, AFL-CIO (hereinafter referred to as the “Union” or “CWA”).

The purpose of this Agreement is to establish rates of pay, hours of work and other conditions of employment for employees represented by the Union.

ARTICLE I **RECOGNITION**

The Township recognizes the CWA as the exclusive representative for the purpose of collective negotiations, according to law for all permanent full-time and part-time Mt. Laurel Supervisory Employees with the job titles set forth in Attachment I, but excluding clerical employees, policemen, fireman, confidential employees, managerial employees within the meaning of the act. It is agreed that upon the creation of any new titles, which are appropriate to this unit of employees, these new titles shall be covered by this Agreement. Effective July 31, 2017, the following titles are added to this bargaining unit:

Building Sub-Code Official

Plumbing Sub-Code Official

Fire Protection Sub-Code Official

Elevator Sub-Code Official

Any future Sub-Code Official

CWA represents workers after successful completion of the 90 day working test period.

All new or modified workplace rules, policies, practices or procedures that effect the terms and conditions of employment will be negotiated with the Union.

ARTICLE II **HOURS OF WORK**

The regularly scheduled work week will consist of five (5) consecutive days Monday through Friday with the exception of contractual personnel. The Township's hours are 7:00 a.m. to 3:30 p.m., 8:00 a.m. to 4:00 p.m. and 9:00 a.m. to 5:00 p.m. for those employees in applicable departments. However, employees may be assigned to work hours other than the above as necessary to carry out the functions of their departments. This applies to, but is not limited to, the employees of the zoning board, municipal court and/or the planning board. Flex time may be implemented where it is deemed appropriate for those departments where the department head

and the employees mutually agree. If the Township has an interest in a four (4) day work week, the hours herein above may change accordingly and said hours must be mutually agreed to through negotiations for affected employees.

Any employee required to work any hours beyond the normal working hours above such as: for attendance at any council, zoning or planning board meeting, or court session shall be entitled to overtime pay at time and one half only after the attendance of the usual two meetings per month for those employees involved in planning and zoning meetings. Any evening meetings, employees can report to work at 10 am the following day. These two meetings per month would consist of a maximum of up to seven (7) hours each meeting, any hours worked after the two meetings will be at time and one half.

In some instances, allowances may be made to accommodate family situations. However, all exceptions must be approved by the Department Head and the Township Manager.

A one hour lunch period is allowed during the normal work day. Employees will rotate to permit the respective office to remain open during the lunch periods with the employees rotating their scheduled lunch period. All employees will be permitted two (2) ten (10) minute breaks per day, one in the a.m. and one in the p.m. The Township Manager may permit offices to close in an emergency situation or extreme circumstances.

Emergency overtime pay may be granted on an emergency basis by the Township Manager upon recommendation from the head of the department.

ARTICLE III SALARIES

All employees covered by this Agreement who are on a salary basis or hourly basis shall receive the following increases which shall be added to their hourly rate to which longevity has been included in the hourly rate:

2017: 1.9% (retroactive to January 1, 2017)

2018: 1.9% Effective January 1, 2018

2019: 1.9% Effective January 1, 2019

Employees will be paid bi-weekly by Thursday for the pay period ending the preceding Sunday. On occasions when a holiday falls on a scheduled payday, employees will be paid on the preceding day.

ARTICLE IV OVERTIME

- A. Overtime compensation will be paid at the rate of time and a half (1-1/2) to all employees who work in excess of their normal hours listed in Article II Hours of Work and special meeting allowances. The overtime rate for all hours worked on a Saturday will be at time and one half (1-1/2). Sunday and holidays will be double time. The overtime rate for any employee who works in excess of sixteen (16) consecutive hours shall be at double

time. Overtime compensation must be authorized by the Department Head or his/her designee.

- B. Employees covered by this Agreement will be compensated at the rate of time and one half (1-1/2) in cash providing there has been approval by his/her designee for authorized overtime hours in excess of the regularly scheduled work week.
- C. For purposes of overtime compensation, all paid time, whether worked or not, as well as approved unpaid Union leave, shall be counted as worked time.
- D. Overtime shall be offered on the basis of seniority and rotated to equalize in the departments that are applicable.
- E. When a department is required to work overtime, the immediate supervisory personnel of that department will also be afforded the opportunity to work overtime.

ARTICLE V
LONGEVITY

Longevity will be paid to all full-time employees who have maintained a continuous work record with the Township as follows:

- 10 years to 14 years - base salary is increased by \$800 (total of \$800)
- 15 years to 19 years - base salary is increased by \$800 (total of \$1,600)
- 20 years to 24 years - base salary is increased by \$1,000 (total of \$2,600)
- 25 years to 29 years - base salary is increased by \$1,000 (total of \$3,600)
- 30 years and over - base salary is increased by \$1,000 (total of \$4,600)

Longevity is paid on the employee's anniversary date, which is the employee's date of hire and is included in the employee's base salary. Longevity is paid only one (1) time in each of the five (5) groups listed above, not each year.

Elimination of longevity for new employee hired on or after January 1, 2010.

ARTICLE VI
OUT OF TITLE PAY

If any employee works outside of his/her classification for a minimum of three (3) weeks at the request of management, he/she shall receive the rate of pay for that classification or the rate of pay for his/her own classification, whichever is higher, for the total number of hours worked outside of his/her classification during that week. If the employee works at a higher job classification, said employee will be paid at the same basis as though said employee were provisionally promoted to said job title.

ARTICLE VII
CALL IN/SERVICE CALL

Any employee called back to work after the conclusion of his/her normal work shift shall be entitled to a minimum of three (3) hours of compensation, portal-to-portal, at a rate of pay of time and one half (1-1/2). The three (3) hours must be non-contiguous with either the start or finish of the work day. Court employees shall receive two (2) hours of compensation for any calls requiring them to perform job duties outside of their normal working hours (8 am to 4 pm). Said compensation will begin with the first call of the month. If an additional call comes in during the two hours of compensation, the employee will not receive an additional two (2) hours of compensation.

Any employee who performs a service for the Township, in regard to police business, from their home, shall receive two (2) hours of pay (cash not comp) at a rate of pay of time and one half (1-1/2). If call-in or service-call is on a Saturday, it will be at time and one half. On a Sunday, or holiday, it will be at the rate of double time. A log will be established where needed.

ARTICLE VIII
STANDBY

Those employees designated for emergency standby duty shall earn two (2) hours per evening during a normal work week and four (4) hours for holidays and weekends at the rate of time and one half (1-1/2) and be paid in cash not comp.

ARTICLE IX
GRIEVANCE PROCEDURE

A. DEFINITION:

“Grievance” is:

1. A claimed breach, misinterpretation or improper application of the terms of this Agreement, or
2. A claimed violation, misinterpretation or misapplication of rules or regulations, existing policy, agreements, administrative decisions, or laws applicable to the department, to include minor disciplinary actions.

“Working Day” is defined as: Monday through Friday, excluding holidays.

- B. Any grievance or dispute, which arises between an employee and Employer, shall be processed and settled in strict accordance with the time limits set out herein. It is understood that all of the time limits, unless otherwise expressed, refer to working days and not calendar days.

C. PROCEDURES:

Within ten (10) days of the date of the grievance, or the date in which the grievant should reasonably have known of its occurrence, an employee with a potential grievance must orally present and discuss his/her complaint with their immediate Department Head on an informal basis prior to filing a formal Step 1 grievance, whenever time permits. A Union Steward may be present at such discussions.

In the event that a grievance concerns a group of employees or is unit wide, the informal discussion prior to filing at Step 1 shall be between the Union and the Township Manager.

STEP 1:

A grievance must be filed initially within twenty (20) days from the date of the occurrence giving rise to the grievance or from the date when the grievant or the Union should reasonably have known of its occurrence. The grievant shall prepare his/her grievance in writing on forms approved by each party and submit same to the Department Head who shall schedule, hear and determine the grievance within ten (10) working days after receiving it. Such grievance shall include date of the alleged grievable occurrence, nature of the grievance, pertinent contractual articles allegedly violated and the remedy sought. Failure to submit the required information is grounds for a denial of the grievance.

The decision of the Department Head shall be made in writing, and in triplicate and copies thereof, together with copies of the grievance, shall be served upon the grievant, the Union representatives and the Township Manager within said ten (10) working day period.

STEP 2:

Upon receipt of an adverse determination by the Department Head, the grievant or Union representative shall have a period of ten (10) days to appeal such determination to the Township Manager or designee who shall schedule, hear and determine the grievance within fifteen (15) working days after receiving it. The Township Manager or designee shall hear the grievance de novo and issue a decision in writing and in triplicate and copies thereof, together with copies of the grievance and previous decision, shall be served upon the grievant and the Union representative within said fifteen (15) working day period.

STEP 3:

Upon receipt of an adverse determination of the Township Manager or designee, the Union shall have thirty (30) working days to appeal such determination to arbitration pursuant to the rules of the Public Employee Relations Commission. The cost of the arbitrator shall be borne by the Township and Union equally. Any other cost shall be borne by the party incurring it. The arbitrator's decision shall be final and binding upon the grievant and the Union and Township.

D. GENERAL RULES:

1. A failure to schedule, hear and determine the grievance at any step by the person designated to do so shall cause the matter to proceed immediately to the next step. Said grievance shall be deemed pending in the next step without the necessity of a formal written appeal.
2. Under no circumstances shall the Employer have the right to appeal a grievance adjudicated favorably to the employee, except when a determination is issued by P.E.R.C. (Public Employment Relations Commission) or New Jersey Civil Service Commission.

3. At all steps in the grievance procedure, the grievant shall have the right to be represented by the Union and only the Union.
4. If the grievant alleges acts by or against the person designated to schedule, hear and decide grievances, the grievance shall be filed with, heard by and determined at the next highest step in the grievance procedure.
5. A group or class grievance may be filed by a member of the affected group or class, or by a representative of the Union; however, any such grievance, shall clearly delineate the group or class involved, and shall, where practicable, list the names and the titles of the individual employees involved.
6. Extensions of time limits may be obtained only by the written consent of the grievant or representative and person designated to hear and determine the grievance.
7. If a grievant accepts a resolution that is not in conflict with this Agreement, it shall be final and binding upon the parties.
8. A grievance settlement at Steps 1-2 shall not be precedent setting, however, they may be introduced as evidence in arbitration.

E. DISCIPLINE:

1. Discipline and discharge shall only be for just cause.
2. Discipline shall be progressive in nature and corrective in intent.
3. The degree of discipline administered by the Employer in a particular case must be reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee and his/her service with the Employer.
4. Grievances of minor disciplinary actions (five (5) day suspensions or less) shall be filed directly at Step 2. No discipline which results in loss of pay shall be imposed prior to the employee having a hearing unless there is an imminent threat to health and safety.
5. Provisional employees with more than four (4) months of service must be issued an approved notice of major disciplinary action.

At the time the Department Head issues an approved notice of major disciplinary action up to and including termination, to a provisional employee with more than four (4) months of service, the Department Head shall provide the employee a review of the action, if the employee desires such a review, and said review is requested by the Union, within five (5) days of issuance of the discipline.

Such review will be conducted by the Department Head within five (5) working days of the request. The employee may choose to be represented by the Union, present witnesses or other relevant evidence related to his or her discipline.

6. Provisional employees in the working test period receiving minor discipline shall not be eligible to proceed to arbitration. The final determination for a provisional in the working test period will be determined by the Civil Service Commission for a new working test period appeal.

7. Provisional employees hired by the Township (nonpermanent) not in their working test period will continue as in the past with the right to proceed to arbitration for major or minor discipline or grievances.

ARTICLE X
UNION RIGHTS

- A. A list of new hires will be furnished to the Union within ten (10) days after they have been hired. The list will include name, address, job title, salary, work email and telephone number and date of hire.
- B. The Employer will provide the Union with an up-to-date seniority list by January 31st of each year.
- C. Representatives of the Union may be permitted to transact Union business on the premises with access to a meeting room at all reasonable times, provided that this shall not interfere with or interrupt normal operations of the service. This shall include the following:
 1. The right to distribute information dealing with Union business; and will not interrupt normal operations;
 2. The right to hold Union meetings during lunch hours or break times as well as before and/or after work; with a five (5) day notice to the Township Manager;
 3. The use of the interoffice mail system, including email. Email use shall be limited to use for notifications of meetings and dissemination of information in the same way as use of a Union bulletin board.
 4. The allocation of reasonable space for the storage and display of literature and resources pertaining to Union business;
 5. Accessible and prominent space for each area for a Union bulletin board and or use of the existing bulletin board; and
 6. Conduct scheduled Union meetings on the premises with a ten (10) day prior notification for availability of the room to the Township Manager.
 7. The Union shall be permitted to contact shop stewards via Township email, provided the shop steward has email privileges.
 8. The opportunity to speak with new workers about joining the Union, and provide information concerning Union membership and representation.
 9. A reasonable amount of time to investigate grievances and other workplace issues without loss of pay. Request for such leave shall be made by the authorized union representative to his or her immediate supervisor and shall not be unreasonably denied.
- D. The Township Manager shall notify the Union President or designee in writing no later than close of business the following workday when:

1. A summary Report for Disciplinary Action is submitted;
 2. An annual increment is denied;
 3. A formal corrective action is presented;
 4. A worker is sent home for the day;
 5. An administrative level disciplinary hearing is to be conducted;
 6. When an employee is discharged or suspended;
 7. An employee is to be questioned by management.
- E. Employees shall have the right for a Union representative to be present, if the employee so requests, during any meeting at which an employee is being questioned on a matter which may lead to discipline. Further, the employer must notify the employee of this right prior to the meeting.

ARTICLE XI
PERSONNEL FILES

- A. Each employee may review the contents of his/her file upon request. A Union representative may accompany said employee while he/she reviews his/her file. The employee shall have the right to respond to any document in his/her personnel file within ten (10) working days of its receipt by the employee. Such response shall be directed to the appropriate party and shall be included in the employee's personnel file.
- B. Employees shall be given a copy of all documents which are to be included in the personnel file. Additionally, employees will be afforded the opportunity to initial documents prior to such placement in the file. Upon request, employees will be given a copy of their Personnel File without any cost to the employee.
- C. In any disciplinary proceedings commenced by the Township, warnings, reprimands and/or corrective actions (excluding suspensions and demotions) that occurred more than twenty four (24) months prior to the disciplinary action under review shall not be considered, so long as there have not been any warnings, reprimands and/or corrective actions within the twenty-four (24) month period.

ARTICLE XII
CIVIL SERVICE RULES/RÉGULATIONS
REOPENER

The Township agrees to reopen the contract for the purpose of negotiating any term and condition of employment that has been changed by Civil Service including the Township's decision to opt out of the Civil Service Program.

ARTICLE XIII
HEALTH BENEFITS

A. HEALTH INSURANCE:

1. The Township shall provide employees with benefits under the New Jersey State Health Benefits Plan (hereafter "SHBP") which will include benefits for spouse and family as specified in the company's tariffs. The amount of contribution to be paid by an employee for medical benefits for the employee and any eligible dependents shall be set in accordance with P.L. 2011 c.78. Each employee, spouse and eligible dependents shall also benefit from the SHBP with coverage paid by the employer, less employee premium payments as set forth above.

Premium contributions for health coverage will remain at Tier IV rates. Premium contributions for prescription shall remain at 50%.

2. It is agreed that the current health plan, SBHP shall remain in effect for all employees; however, if the Township elects to change the current health care plan, it must be substantially equal to the plans that are in effect now, so that there is no reduction in the overall level of benefits.
3. If an employee leaves Township service, COBRA eligibility for 18 months is as per law. If any employee becomes divorced, family members can pay into the program for up to three (3) years.

B. HEALTH CARE RETIREMENT:

1. Employees who retire from the Township and qualify shall have the option to retain Healthcare through New Jersey State Health Benefits Plan (SHBP) Retirement Plan.

C. DENTAL, OPTICAL, PRESCRIPTION:

1. It is agreed that the current prescription and dental plans shall remain in effect; co-pays will be based on what the SHBP offers and cannot be changed through the collective bargaining process. Employee Prescription Plan contribution will be based on whichever is higher, in accordance with P.L. 2011 c.78 or fifty percent (50%) of the premium cost. Dental Plan contribution will be fifty percent (50%) of the premium cost.
2. The Township will provide a vision plan with the employee assuming the premium cost of \$25.00 annually. Employees who have had their eyeglasses broken on the job shall be entitled to be reimbursed a replacement of up to \$150.00 (one hundred and fifty dollars) not including the fifty (\$50.00) for the eye exam up to one (1) time in each contract year.
3. If the Township elects to change the coverage of these three (3) plans, it must be substantially similar to these three (3) plans that are in effect now so that there is no reduction in the level of benefits for the employees.

D. DISABILITY PLAN:

The Township and the Union have agreed to have the current optional "Disability Insurance Plan" available to all employees with no fees being placed upon them for the administration of this plan. If this optional disability plan is changed, the Township agrees to continue the administration of the new plan without any fees to the employee.

ARTICLE XIV
SENIORITY

- A. Seniority is defined as continuous unbroken service with the Employer.
- B. Seniority will be given strong consideration by the Employer with respect to promotion. If there are two (2) or more employees with substantially equal qualifications and ability to perform the work, the employee with the greatest seniority will be given preference.
- C. In cases where the Employer anticipates making lateral transfers or reassignments from one unit/department to another in a given title, volunteers shall be sought first. In the event there are no volunteers, the vacancy shall be filled, subject to qualifications, by inverse order of seniority.
- D. Seniority shall prevail in the selection of vacation schedules and work schedules.
- E. Layoffs due to a reduction in force shall be according to inverse seniority.

ARTICLE XV
JOB POSTING/TRANSFERS/LAYOFF

- A. The Employer shall post on all appropriate bulletin boards and electronic/online internal employee information portals advance notice for five (5) working days any position to be filled. The notice will include basic job duties and salary range of the vacant position. A copy of the job posting will also be forwarded to the Local President and Union shop steward for distribution.
- B. Names of appointees shall be posted and a copy of said selections forwarded to the Local President.
- C. All vacancies within the Township are to be filled by present employees meeting the qualifications of the job vacated, prior to hiring from other sources insofar as permitted under the rules of the New Jersey Civil Service Commission and/or by Statute.
- D. The Township Manager will send the New Jersey Civil Service Commission promulgated examination results to the Union President upon receipt.

E. **TRANSFERS:**

Employees may request a transfer to another position or department without prejudice or loss of any seniority rights. Such requests will be considered on their merits and said request shall be processed in accordance with Civil Service requirements.

F. **LAYOFF:**

Should layoffs become necessary, such layoffs are subject to the rules and regulations of the New Jersey Civil Service Commission. No permanent employee shall be laid off until all non-permanent and part time employees have been terminated. All permanent

employees shall be given 45 days notice of layoff or demotion in lieu of layoff. Within each affected job class all temporary employees shall be laid off before any permanent employee.

ARTICLE XVI
WORKER'S COMPENSATION SAFETY & HEALTH

- A. The Employer shall at all times maintain safe and healthful working conditions and provide employees with protective tools and devices reasonably necessary to ensure their safety and health. The proper use of this equipment is mandatory on the part of the employees.
- B. The parties agree that they will set up an advisory Health and Safety Committee composed of two (2) members appointed by the Union and two (2) members appointed by management. The Committee will meet at the discretion of its members and will forward any advisory reports in writing to the Township Manager for mutual resolution.
- C. When an employee is injured on duty, he/she shall notify his/her immediate supervisor so that a Departmental Report may be prepared. The employee and his/her immediate supervisor are also required to prepare an accident report. Under the State Worker Compensation Law, an employee receives compensation for temporary disability at 70% of their weekly wages, which is subject to a maximum compensation as determined by the Commissioner of Labor. The employee has the option of Workman's Compensation running concurrently along with use of sick time and vacation time in order to reach 100% pay. Credit for sick and vacation leave shall continue to accrue to an employee's benefit during a leave of absence without pay for an injury for which the employee is entitled to Worker's Compensation benefits.
- D. Pregnant VDT operators, who are requested to operate a VDT for five (5) hours or more per day, shall be given the opportunity upon request to transfer to non-VDT work during the term of their pregnancy without loss of contractual benefits. Such transfer shall be contingent upon other non-VDT work being available and at the recommendation of the employee's physician.

ARTICLE XVII
UNION DUES

- A. The Employer agrees to deduct weekly from the base pay of each employee 1.15% who furnishes a written authorization for such deduction in a form acceptable to the Employer, the amount of monthly Union dues. Dues shall be per month, or such amount as may be certified by the CWA, to the Employer at least thirty (30) days prior to the month in which the deduction of Union dues is to be made. Deduction of Union dues made pursuant hereto shall be remitted by the Employer to the CWA, c/o Treasurer, Communications Workers of America, AFL-CIO, at the address designated by the Union, by the tenth (10th) calendar day after such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Local CWA President.
- B. The CWA agrees to indemnify and hold the Township harmless against any, and all claims, suits, orders of judgments brought or issued against the Township with regard to the dues check-off, except for any claims that result from negligent or improper acts of Employer or its agent or servants.

1. Dues deductions may only be stopped if the employee so requests. Any such request must be in writing and submitted to the Township prior to December 15th of any given year. Dues shall be halted beginning with the first pay period of each calendar year.
2. The Township will immediately supply the Union a copy of any request to halt dues.
3. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice prior to the effective date of such change, and shall furnish the Township a certified copy of the resolution, indicating dues changes and the effective date of such changes.

ARTICLE XVIII
AGENCY SHOP

A. PURPOSES OF FEE:

Beginning thirty (30) days after Agreement on this Contract, all eligible non-member employees in this unit will be required to pay the majority representative a representative fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

B. AMOUNT OF FEES:

Prior to the beginning of each contract year, the Union will notify the Employer in writing of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for that contract year, and the amount of the representation fee for that contract year.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefitting only its members, but, in no event, shall such fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

C. DEDUCTION AND TRANSMISSION OF FEE:

After verification by the Employer that an employee must pay the representation fee, the Township of Mt. Laurel will deduct the fee for all eligible employees in accordance with this Article.

The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

The Township of Mt. Laurel shall deduct the representation fee as soon as possible after the tenth (10th) day following re-entry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals re-employed in this unit from a re-employment list, for employees returning from leave without pay, and for previous employee members who become eligible for the representation fee because of non-member status.

D. DEMAND AND RETURN SYSTEM:

The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union. The burden of proof under this system is on the Union.

The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

The employee shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union.

The Union shall submit a copy of the union review system to the Township. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system. If the employee is dissatisfied with the Union's decision, he may appeal to a three (3) member board established by the Governor.

ARTICLE XIX
HOLIDAYS

A. The following holidays will be observed:

New Year's Day
Martin Luther King's Birthday
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve Day
Christmas Day
Floating Holiday

B. Whenever any above holiday falls on a Sunday, the following day is observed as the holiday. Whenever such holiday falls on Saturday, it shall be granted on the preceding Friday. Additional holidays as established from time to time by gubernatorial proclamation, by appropriate authority, by rule, proclamation or order in a given locality, shall be granted for employees.

C. If a holiday, as indicated above, occurs while an employee is on leave with pay (excluding educational leave), the day shall be recorded as a holiday instead of sick or vacation leave. Holidays do not accrue during any leave of absence. If an employee is

absent without pay before and after a holiday, he/she shall not be paid for that particular holiday.

ARTICLE XX
SICK/MEDICAL LEAVE

A. Definition:

Sick leave for purposes herein is defined to mean absence of any employee from duty because of personal illness which prevents him/her from performing the usual duties of his/her position, exposure to contagious disease, doctor's appointment or a short period of emergency attendance upon a member of his/her immediate family (as defined) who is seriously ill and requires the presence of the employee. Immediate family is defined to include mother and father, mother and father-in-law, brother and sister, spouse, children or foster children, grandmother and grandfather, including a person living in the household in a spousal relationship, or other relative living in the household of the employee, legal ward, grandchild, domestic partner and civil union partner (as defined under NJ State Domestic Partnership and Civil Union laws), and child of such for whom the employee has legal guardianship and physical custody.

B. Sick leave shall be accrued as follows:

1. During the remainder of the calendar year in which an employee is first appointed, that employee will accumulate sick leave on the basis of one (1) day per month of service, or major fraction thereof.
2. Starting with the second calendar year of employment, an employee shall be entitled to fifteen (15) days sick leave each calendar year on a cumulative basis. Sick leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year and will be pro rated when employment is severed.
3. Part-time employees shall receive sick leave on a pro rated basis.
4. Sick leave may be utilized in hourly increments.
5. At the end of each calendar year, employees will receive a record of their sick leave.
6. Upon any separation of employment from the Township after ten (10) years of service, the employee or their estate shall receive a maximum of thirty (30) days of paid sick leave or paid forty percent (40%) of all accumulated sick leave whichever is less not to exceed \$15,000.00.

C. Each employee shall have the option to sell back to the Township up to ten (10) unused sick days per year valued at their current daily rate and/or equal to 100% subject to the following:

1. The employee must have at least fifteen (15) sick days remaining available for use as of December 31st after the days sold back are subtracted.
2. The sell back request must be submitted in writing to the Employer between December 1st and December 15th.

3. Only unused sick days from the current year's allotment are eligible to be sold back.
4. The Township shall make payment for sick days sold back no later than the third pay in January.

Notwithstanding the provisions of CI above, any employee who has completed at least 25 years of continuous service as of January 1st of a contract year, may, at the end of that year, use sick leave bank days when necessary to reach a total of ten (10) days for the annual sell back.

Elimination of sick buy back for new employees hired on or after January 1, 2010.

D. Catastrophic Illness - Donation of Time Policy (4A:6-1.22)

- A. An employee shall be eligible to receive donated sick or vacation leave if the employee:
 1. Has completed at least one year of continuous service with the Township.
 2. Has exhausted all accrued sick, vacation, personal or administrative leave, all sick leave injury benefits, if any, and all compensatory time off;
 3. Has not; in the two year period immediately preceding the employee's need for donated leave, been disciplined for chronic or excessive absenteeism, chronic or excessive lateness or abuse of leave; and
 4. Either:
 - a. Suffers from a catastrophic health condition or injury
 - b. Is needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury, or
 - c. Requires absence from work due to the donation of an organ (which shall include; for example, the donation of blood marrow).
- B. For purpose of this section a "catastrophic health condition or injury" shall be defined as follows:
 1. With respect to an employee, a "catastrophic health condition or injury is either:
 - a. A life threatening condition or combination of conditions; or
 - b. A period of disability required by his or her mental or physical health of the employee or the health of the employee's fetus which requires the care of a physician who provides a medical verification of the need or employee's absence from work for 60 or more work days.
 2. With respect to an employee's immediate family member, a "catastrophic health condition or injury" is either:

- a. A life threatening condition or combination of conditions; or
 - b. A period of disability required by his or her mental or physical health which requires the care of a physician who provides a medical verification of the need for the family member's care by the employee for 60 or more work days.
- C. A Township employee may request that the appointing authority approve his or her participation in the program, as a leave recipient or leave donor. The employee's supervisor may make such a request on behalf of the employee for his or her participation in the program as a leave recipient.
 - 1. The employee or supervisor requesting the employee's acceptance as a leave recipient shall submit to the appointing authority medical verification from a physician or other licensed health care provider concerning the nature and anticipated duration of the disability resulting from either the catastrophic health condition or injury or the donation of an organ, as the case may be.
 - 2. When the appointing authority has approved an employee as a leave recipient, the appointing authority shall, with the employee's consent post or circulate the employee's name along with those of other eligible employees in a conspicuous manner to encourage the donation of leave time, and shall provide notice to all negotiations representatives in that appointing authority.
 - a. If the employee is unable to consent to this posting or circulation, the employee's family may consent on his or her behalf.
- D. A leave recipient must receive at least 5 sick days or vacation days or a combination thereof from one or more leave donors to participate in the donated leave program. A leave donor shall donate only whole sick days or whole vacation days, and may not donate more than 10 such days to any one recipient.
 - 1. A leave recipient shall receive no more than 180 sick days or vacation days, and shall not receive any such days on a retroactive basis.
 - 2. A leave donor shall have remaining at least 20 days of accrued sick leave if donating sick leave and at least 12 days of accrued vacation leave if donating vacation leave.
 - 3. A leave donor shall not revoke the leave donation.
- E. While using donated leave time the recipient shall accrue sick leave and vacation leave and be entitled to retain such leave upon his or her return to work.
 - 1. Any unused, donated leave shall be returned to the leave donors on a prorated basis upon the leave recipient's return to work, except that if the proration of leave days results in less than one day per donor to be returned, that leave time shall not be returned.
 - 2. Upon retirement, the leave recipient shall not be granted supplemental compensation on retirement for any unused sick days which he or she had received through the leave donation program.

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

ARTICLE XXI
VACATION

Full-time and part-time Supervisory employees of the Township are entitled to an annual vacation as follows:

<u>Years of Employment</u>	<u>Vacation Days</u>
0 - 12 months	1 working day for each month of employment
1 - 7 years	12 working days
8 - 16 years	17 working days
17 - 20 years	20 working days
21 years and over	23 working days

Part-time employees are eligible for vacation leave on a pro rated basis using the above schedule. Accumulation of vacation leave carried over at the end of the year may not exceed 10 days, unless prior approval is received from the Township Manager.

Vacation leave may be taken from time to time in minimum units of one half days. At the time of separation from service, an employee shall be entitled to any vacation pay accumulated and not previously used at the current daily rate. At the end of each calendar year, employees will receive a record of their vacation leave. Years of service shall be defined as the employee's anniversary date.

ARTICLE XXII
RETIREMENT

- A. All employees who retire from the Township shall be paid all accumulated sick time with a maximum of forty (40) days pay or 50% percent of the accumulated sick leave, whichever is less not to exceed \$15,000.00.
- B. To be eligible to retire, the employee must have ten (10) years of service with the Township.

ARTICLE XXIII
PREGNANCY DISABILITY/CHILD CARE AND FAMILY LEAVE

- A. Pregnancy disability leave and child care leave shall be granted in compliance with New Jersey Civil Service Commission regulations and in accordance with state and federal statutes and regulations.
- B. Leave without pay for permanent employees for this purpose may be granted for a maximum of one (1) year upon written request to the Township Manager. Provisional and temporary employees shall be granted leave for a maximum of sixty (60) days for

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

- C. During any leave, including pregnancy disability leave, employees shall be required to exhaust all accumulated unused leave days prior to the leave becoming unpaid leave as set forth in the FMLA and NJFLA. This includes, when applicable, sick days, vacation and personal days.
- D. The appointing authority may grant to permanent employee fathers of newborn children and newly adoptive parents a leave of absence without pay not to exceed one (1) year any one time. Such requests shall also be made in writing to the Township Manager. Such leave is subject to the same terms and conditions applicable to all other personal leaves without pay.
- E. The Employer agrees to be bound by all provisions of the Family Leave Act, Chapter 261, Laws of New Jersey, approved January 4, 1990, the Federal Family Leave Act and the New Jersey Paid Family Leave Act that are applicable. Federal and State Family Medical/Leave Act and New Jersey Paid Leave Act will run concurrently along with the use of sick time and vacation time.

ARTICLE XXIV **BEREAVEMENT LEAVE**

- A. All employees shall be entitled to a maximum of five (5) days leave with pay in the event of death in the immediate family. The five (5) days need not be taken consecutively, but they must be taken within two (2) weeks from the date of the employee's loss and be scheduled with the Department Head. The immediate family shall be defined as: spouse, or person living in a spousal relationship, child, parent, brother, sister, step-child, step-parent, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, any other relative who lives in the home of the employee, legal ward, domestic partner and civil union partner (as defined under NJ State Domestic Partnership and Civil Union laws) and child of such for whom the employee has legal guardianship and physical custody.
- B. Employees shall be entitled to a maximum of two (2) day leave with pay in the event of death of the employee's sister-in-law, brother-in-law, aunt, uncle, niece or nephew.

ARTICLE XXV **PERSONAL LEAVE**

Each employee shall receive one (1) personal day with pay after two (2) years of service, an additional personal day with pay after five (5) years of service and another additional day with pay after ten (10) years of service. (A total of three (3) days off with pay). Personal days may not be accumulated. Personal days shall be based on the anniversary date of hire and not the calendar year.

In addition to the above, each employee shall receive a paid floating personal day after 12 months of employment.

Personal days may be used in cases of an emergency with less than twenty four (24) hours notification. "Emergency" is defined as an event which could not be anticipated and over which an employee had no control.

Personal Leave may be utilized in hour increments.

ARTICLE XXVI
UNION LEAVE

- A. Designated agents of the Union shall be allowed reasonable time off from their normal employment duties, without loss of pay, to engage in Union activity provided that such activity shall not substantially interfere with or interrupt the normal operations of the Employer. It is understood that all Union activity, of whatever kind or nature, shall take place only within the parameters of prearranged schedules, and at the locations listed therein, mutually agreed to by the Union and the Employer.
- B. The Union shall be granted an aggregate of twelve (12) paid and twelve (12) unpaid days leave time per annum to attend to Union business. Use of such days shall be at the sole discretion of the Union provided the Union gives two (2) days written notice. If less than two (2) days written notice is given, the leave time may be denied. Such denial shall not be arbitrarily or capriciously applied.

ARTICLE XXVII
OTHER LEAVES OF ABSENCE

A. JURY DUTY/WITNESS DEMAND-SUBPOENA:

Should an employee be obligated to serve as a juror, he/she shall receive full pay from the Employer for all time spent on jury duty. Should an employee be called as a witness or by demand of a subpoena for any matter including matters involving the Union, that employee shall have no loss in pay with the Township paying the full wages for the loss.

Any remuneration received by the employee from the court for such service will not be deducted from the wages received for the corresponding workdays. No employee will be required to use their own personal time, vacation time, sick time, etc., if called for any matter including matters involving the Union.

B. LEAVE WITHOUT PAY:

- 1. Upon request, an employee may be granted an unpaid leave of absence for a period not to exceed one (1) year at any one time. Such leave may not be unreasonably denied.
- 2. Any employee taking an unpaid leave of absence shall be permitted to continue his/her health benefit coverage under COBRA.

C. OTHER LEAVES:

All other proper and authorized leaves as provided in the Rules of the New Jersey Civil Service Commission shall be recognized and instituted as part of this Agreement.

D. MILITARY LEAVE:

Any employee who is a member of the National Guard or a reserve component of any United States Armed Forces will be granted a Military leave of absence with pay in order to fulfill their annual training obligation. Such leave of absence will be in addition to your vacation.

When an employee, not on probation, has been called to active duty (other than annual training), or induction into the Military or Naval Forces of the United States, he/she will automatically be granted an indefinite leave of absence without pay for the duration of such active Military service.

ARTICLE XXVIII
CONTINUING EDUCATION

Full-time employees are entitled to receive reimbursement for course work taken at an accredited institution if all of the following conditions are met: (1) the course work is related to the improvement of the employee's job skills; and (2) the course work is approved by the Township Manager and the employee receives a "C" grade or better. A maximum of three credit hours per semester will be subject to being reimbursed. Work performed previously by another jurisdiction that can now be performed by a licensed employee or because of a special endorsement that an employee holds shall be considered for an increase if the Township was able to save money by using the licensed employee or the employee with the special endorsement. The amount of the increase shall be settled through negotiations with the Union.

ARTICLE XXIX
PROFESSIONAL ASSOCIATIONS

Employees will be entitled to join Professional Associations and organizations and be reimbursed for the dues provided they are related directly to the employee's position, they are identified in the Department's operating request and they are approved by the Supervisor in advance of becoming a member. Employees may also attend conventions and meetings related to the organizations if they satisfy the same criteria. However, the Township will not pay for an employee to stay overnight at conferences except in extreme circumstances and with the prior approval of the Township Manager.

When traveling to conferences, employees should attempt to utilize Township vehicles. In instances where this is not possible, the Township will reimburse for mileage at the IRS rate per mile plus all related tolls. Employees will be entitled to a meal allowance only if it is related to attending seminars where it should be part of the seminar fee.

ARTICLE XXX
LIABILITY INSURANCE/LIFE INSURANCE

A. During the term of this Agreement, the Township shall continue the existing liability insurance coverage for employees covered by this Agreement during the performance of their duties.

B. LIABILITY CLAIMS INDEMNIFICATION:

Employees covered by this Agreement shall be entitled to defense and indemnification as provided in N.J.S.A. 59:10-1 et seq and N.J.S.A. 59:10A.1 et seq except that the duty and authority of the Attorney General described in said statutes shall be exercised by the Employer's designated counsel.

It is understood that the Employer's insurance coverage will not only pay damages or claims, but will also defend that person in court if any employee acts negligently within the scope of employment.

C. LIFE INSURANCE COVERAGE:

Life insurance coverage is provided to each Township employee in an amount equal to his/her salary, up to a maximum \$50,000 in addition to the non-contributory life insurance provide by the pension.

ARTICLE XXXI
EQUAL TREATMENT

The employer agrees that there will be no discrimination upon or shown employees for any reasons of sex, age, nationality, race, religion, marital status, political status, political affiliation, national origin, color, handicap, union membership, union activities, or the exercise of any concerted rights or activities, or any other legally protected class, and sexual orientation, gender expression (as defined under NJ State Law). For the purposes of this Agreement, "he" shall be a generic term referring to any employee regardless of their sex. Said usage is not intended to be discriminatory or sexually based.

ARTICLE XXXII
PAYROLL DEDUCTION/BOOT/SHOE ALLOWANCE
UNIFORM/CLOTHING ALLOWANCE/TOOL REPLACEMENT

A. PAYROLL DEDUCTIONS:

All employees are eligible for payroll deductions of deferred compensation, credit union, pensions, etc., up to the amount of columns available in the payroll system.

B. BOOT/SHOE ALLOWANCE:

A boot and/or shoe allowance will be paid in January of each year to all field personnel in the following titles: Parks & Recreation, Public Works, Supervisors in the Tax Assessment Office, Zoning Officer and Sub-Code Officials. Effective January 1, 2017 and each year thereafter the allowance is \$200.00.

C. UNIFORM/CLOTHING ALLOWANCE:

The current practice will apply to those supervisors receiving uniforms under the rental or an allowance and increase to \$400.00 (four hundred dollars) per year. Those who leave the rental shall come under the \$400.00 (four hundred dollars) per year and they shall suffer no loss for the change over. All field personnel, to include the Zoning Officer, will receive uniforms, to be determined by joint discussion between the employees and management. They will be purchased from the established vendor up to a cost of \$400.00 (four hundred dollars). Each year thereafter, items may be replaced on a fair wear and tear basis up to \$400.00 (four hundred dollars). Those receiving the uniform allowance will be required to wear the uniforms during the performance of their duties.

D. LOST/DAMAGED/REPLACEMENT TOOLS:

The sum of \$325.00 (three hundred twenty five dollars) shall be paid to the Shop Foreman in January of each year to cover the cost of lost or damaged, or replacement tools.

E. For all employees assigned vehicles on a take home basis, the Township shall calculate and deduct mileage and taxes on a monthly basis.

- F. The Township will make the allowance provided for in paragraphs B, C and D above available to employees by April 1 of each year and said allowance will be deposited into a clothing allowance account to be used by the employee throughout the year.
- G. All reimbursement will be paid to employees within ninety (90) days from the date the employee submitted the voucher.

ARTICLE XXXIII
EFFECTIVE DATES OF AGREEMENT

A. DURATION AND EFFECT:

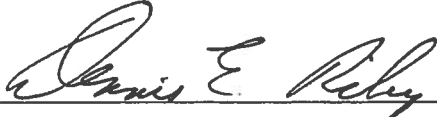
This Agreement shall be effective as of the date of signing herein by all of the parties hereto and shall remain in full force and effect through December 31, 2019. It is agreed to and understood by and between the parties hereto, that, unless specifically referred to as being retroactive, all terms and provisions of this Agreement are retroactive to January 1, 2017, and shall assume full force and effect beginning on that date as of the signing of this Agreement and continuing thereon to expiration of this Agreement.

B. RENEWAL:

This Agreement shall automatically renew itself on January 1, 2020, and continue from that point, on a year to year basis, unless one or more of the parties hereto shall notify the other parties hereto in writing, at least ninety (90) calendar days prior to the scheduled expiration date of this Agreement. In the event that such notice is given, negotiations for a new Agreement shall begin no later than sixty (60) days prior to the scheduled expiration date of this Agreement.

SIGNATURE SHEET

MOUNT LAUREL TOWNSHIP

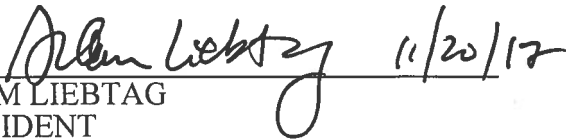


MAYOR



MEREDITH TOMCZYK
ACTING TOWNSHIP MANAGER

COMMUNICATION WORKERS OF AMERICA



ADAM LIEBTAG
PRESIDENT



JENIFER DESIMONE
NEGOTATIONS COMMITTEE MEMBER



TERRY PETRONI
NEGOTATIONS COMMITTEE MEMBER

ATTACHMENT I - COVERED EMPLOYEE TITLES

FOREMAN

HOUSING OFFICER

DEPUTY COURT ADMINISTRATOR

PLANNING BOARD ADMINISTRATOR

ZONING BOARD ADMINISTRATOR

ASST. TREASURER

ZONING OFFICER

DEPUTY TAX ASSESSOR

HOUSING/CODE ENFORCEMENT OFFICER

BUILDING SUB-CODE OFFICIAL

PLUMBING SUB-CODE OFFICIAL

FIRE PROTECTION SUB-CODE OFFICIAL

ELEVATOR SUB-CODE OFFICIAL

ANY FUTURE SUB-CODE OFFICIAL