AGREEMENT

— between —

Township of Mount Holly

— and —

Communications Workers of America AFL-CIO Local 1034 Blue Collar 2005-2008



— effective —

January 1, 2005

— through —

December 31, 2008



CONTRACT BETWEEN THE TOWNSHIP OF MOUNT HOLLY

AND

COMMUNICATIONS WORKERS OF AMERICA

AFL-CIO LOCAL 1034

BLUE COLLAR

2005-2008

Effective January 1, 2005 through December 31, 2008

c. Permanent part-time employees shall receive a pro rata share of these leave benefits. Permanent part-time positions are those positions, budgeted from year round employment in excess of 640 hours. Employees serving in such a positions will receive a pro rata share of annual, sick, holiday, and personal days from the date of their employment with the Township in this position. This leave will be calculated in accordance with the actual hours worked in the proceeding year to the normal hours worked by a comparable full-time employee unless the work schedule is altered, the new schedule will be used in this calculation.

2. Leave Calculations.

Each employee will receive full leave credit at the commencement of the calendar year in which the member's employment anniversary occurs. If the member terminates during the year, the leave will be recalculated according to the actual time served. The employee will be paid for the unused vacation leave. The employee will reimburse the Township for all leave advanced to him that was not earned prior to his termination. To receive credit for annual leave, a member must be on an active work status.

3. Holidays.

a. Full time employees will receive the following holidays with pay provided the department head determines that absence of the particular employee or employees on the designated holiday will not interfere, with the efficient operation of the department. An employee not receiving time off on the designated holiday shall receive time off with pay on such day as the department head determines will not interfere with the department's efficient operation.

New Year's Day

Columbus Day

Martin Luther King Day

Veteran's Day

President's Day

Thanksgiving Day

Good Friday

Day After Thanksgiving

Memorial Day

Christmas Eve*

Independence Day

Christmas Day*

Labor Day

Election Day

Employee's Birthday

*Provided, however, that if Christmas Day shall fall on a Thursday in any year, the Christmas Holiday shall be Christmas Day and the Day after Christmas, rather than Christmas Eve and Christmas Day.

- b. If the holiday should fall on a Sunday, the following Monday will be recognized as the holiday; if the holiday should fall on a Saturday, the preceding Friday will be observed.
- c. If a holiday should occur when an employee is on a paid leave of absence, he will be paid for the holiday and it will not be charged to his/her leave time.
- d. If an employee is on a leave of absence without pay on the days before and after a holiday, he will receive no pay credit for the holiday. However, should he return to his employment the day before, or the day following a holiday, he will receive pay credit for the holiday.

4. Annual Leave. (Vacation Leave)

<u>Vacations.</u> Permanent full time personnel will receive vacations with pay at such times as the Department Head determines will not interfere with the efficient operation of the department. In addition, any employee wishing to have his pay check in advance of his vacation may do so at the nearest pay period before his/her vacation.

2005 - 2008

Years of Employment	Days Vacation.
0 through 1	1 day per month of employment
After I through 5	16 days per year
6 through 10	19 days per year

21 and over 29 days per year

Only one person will be allowed to take three weeks vacation at one time. In cases of there being two requests at the same time, seniority shall apply. Unused vacation may be accumulated beyond the calendar year in which it is earned but must be used during the following two years. Leave taken is automatically charged against the earliest leave available to the employee.

24 days per year

Annual leave not taken within these time limits shall be eliminated except when an employee is prevented from using his leave due to the workload and/or assignment of the Township. In this instance, the employee shall be reimbursed for this leave rather than its elimination. The employee who is unable to utilize his accumulated vacation leave must notify the Township Manager at least three months prior to the end of the year.

5. Sick Leave.

After 10

Full time employees shall be entitled to one day of sick leave credit for each month worked during the remainder of the calendar year following full time appointment, and 15 days sick leave credit in each year thereafter.

Sick leave, for the purpose of this paragraph, is defined as absence from work because of illness, accident, exposure to contagious disease, attendance to a member of the immediate family who is seriously ill and requires the employee's care or attendance.

A certificate from the employee's physician may be required; or, if the absence is because of the need for attending to a member of the immediate family, a certificate from the physician in attendance may be required by the Township Manager whenever such requirement appears reasonable. In addition, a certificate from the employee's physician will be in any event required if the employee is absent due to illness for more than two (2) consecutive days, more than four (4) days in a two week period, or the employee uses more than a total of twelve (12) days sick leave in any calendar year.

In case of an illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty for one (1) day or less, only one medical certificate shall be required for every six (6) month period as a sufficient proof of need of leave of absence of the employee; provided, however, the certificate must specify the nature of the illness, identify its adverse symptoms and state that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

Unused sick leave will accumulate to the credit of the employee from year to be used when needed.

In order to recognize those employees who use a minimum of sick leave to encourage work attendance, the Township shall reimburse employees upon retirement for 1/2 of their accumulated sick leave in an amount not to exceed sixty-five (65) days.

Retirement in this context means the receipt of benefits in accordance with the State Pension System.

Accumulated sick leave may be utilized during pregnancy, prior to the birth of the child, and after Maternity Leave, when a physician's certificate is furnished indicating that the employee is unable to work for reasons of health.

The Township cannot guarantee to hold the employee's position open beyond the expiration date of the maternity leave of absence.

10. <u>Jury Duty.</u> Employees who are summoned for service as jurors will be excused on days they are required to be present in court. If the employee is not required to be present for jury duty for the entire work day, he must return to work immediately upon dismissal. All employees shall receive full pay for time served during jury duty less any juror's allowance.

11. Leave of Absence Without Pay.

Upon recommendation of the employee's supervisor, the Township Manager may grant a leave of absence without pay to a permanent employee for a period not exceeding six months at any one time.

12. Injury Leave.

Employees who are injured in the line of duty and must be absent from work and supply a medical certificate substantiating that the injury precludes their performing any work shall be given injury leave with pay.

IX. Personal Days.

- 1. Each permanent full time employee shall be allowed up to four (4) days paid leave which may be used for personal business. This leave may be taken in hourly increments.
- 2. Each employee desiring to take a personal leave day shall notify his supervisor at least twenty-four (24) hours in advance of his or her intent to do so and must specify the nature of

personal business to be conducted. The supervisor may waive this twenty-four (24) hour notice in emergent circumstances or in a case where the employee can prove that he did not have prior notice of the personal business to be conducted.

- 3. Personal days are to be used only to conduct business that cannot normally be accomplished after working hours or on weekends. Examples of such business are litigation and court appearances, financial settlements, consultation with lawyers, graduations, emergency breakdowns at home, conferences at school, religious services, etc., but not necessarily held to these examples.
- 4. No employees shall take a personal leave day on the business day immediately preceding or following a paid holiday or vacation day, except in the case of an emergency.
 - 5. Personal leave days must be used during the calendar year and cannot be accumulated.

X. Health and Safety Committee, Safety and Clothing.

- 1. The Township and the Union shall implement a Health and Safety Committee. The Committee shall consist of two (2) members from the Township and two (2) members from the Union. The Health and Safety Committee shall meet four (4) times per year and will address health and safety issues. Emergency situations will not have to wait for the next meeting and a special meeting will be called to address the emergency at the time the emergency exists.
- 2. All safety problems reported by the employees will be investigated by the Department Head and, if requested by an employee, a representative of the Union. If the solution of the Department Head is not acceptable, then the problem will be referred to the Health and Safety Committee for resolution. The Committee will have twenty (20) calendar days to resolve the issue. Thereafter, the matter may be handled by utilizing the grievance procedure. Unless the

alleged safety hazard constitutes an immediate physical hazard to the employees the work will continue until the problem is resolved.

Public Works (blue collar) employees shall be provided with the following items of work clothing:

Pants 5 pair annually Summer Shirts 3 annually Winter Shirts 3 annually

Safety Shoes 2 pair annually (not to exceed \$165.00 per year, paid on

4/1of each year)

Safety Glasses Non-prescription lenses only

Rain Gear and Rubber One set will be replaced when worn boots and Pullover Boots. One set will be replaced when worn out or damaged excessively by on

the job activity

a. Any articles provided by the employer are to be worn only during working hours.

Articles are the property of Mount Holly Township, but the sole responsibility of the employee. Articles lost shall be paid for by the employee who was assigned the articles.

Prior to the issuance of the final paycheck of an employee, the employee must account for all Township property assigned to him.

- b. Work uniform shall be worn by Public Works employees and the Township shall provide such clothing. Such uniforms shall be limited to that provided by the Township. The Township shall designate the source, style, materials, and all other features and aspects of the uniform.
- c. Uniforms may not be worn other than while on duty for the Township. Safety equipment and uniforms must be worn as prescribed by the Township. All safety and health rules must be obeyed by the employees.

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- b. Work uniform shall be worn by Public Works employees and the Township shall provide such clothing. Such uniforms shall be limited to that provided by the Township. The Township shall designate the source, style, materials, and all other features and aspects of the uniform.
- c. Uniforms may not be worn other than while on duty for the Township. Safety equipment and uniforms must be worn as prescribed by the Township. All safety and health rules must be obeyed by the employees.

XI. Seniority.

- 1. In vacation scheduling, employees with the greatest amount of seniority shall be given preference provided that the assigned work schedule permits this preference.
- 2. An employee's length of service shall not be reduced by time lost due to authorized leave of absence for bona fide illness or injury certified by a physician not in excess of six (6) months.
- 3. If a question arises concerning two or more employees who were hired on the same date, seniority preference shall be determined according to the dates that their permanent civil service status was established. If this date is the same, preference shall be given in alphabetical order of the employee's last name.
- 4. Township shall maintain an accurate, up to date employee record showing the date of temporary, provisional and permanent employment, classification and pay rate. Employees shall be furnished copies of these upon request.
 - 5. Seniority is the continuous length of permanent Civil Service status with the Township.

XII. Medical Benefits and Medical Reimbursement.

1. <u>Medical Allowance</u>. The Township shall make the following amounts available for each employee in the bargaining unit to pay for verifiable medical expenses which are not otherwise covered by insurance:

2005-\$400.00

These funds are not transferable from employee to employee and any unused portion of the annual funds allocated to any negotiating unit member reverts to the Township. Upon presentation of a proper receipt, medical bank money can be used for, but not limited to,

reimbursement for dental expenses. These funds shall be prorated for permanent part-time employees.

2. Medical Benefits.

- a. <u>Medical Plan.</u> The township shall provide the following medical insurance for each permanent full time employee, spouse, and child: State Health Benefits Plan (SHBP) or its equivalent. Members may choose any plan within the State Health Benefits Plan (SHBP) with no cost being paid by the employee.
- b. Any changes made shall be made by the Township Manager, but he shall consult the Union President.

Medical Benefit/Health Insurance Buy Back. Any permanent full time employee who participates in the State Health Benefits Plan (SHBP) or another group plan as a dependent may waive coverage under the Township Plan. As an incentive to waive coverage the Township will reimburse the employee 50% (fifty) percent of the cost for which they were covered. (Example single to single or family to family etc.) The employee may resume coverage immediately upon their request. Payment for each calendar year shall be made during the first pay in June and the first pay in November for the prior waived periods.

3 <u>Health Insurance on Retirement.</u> Employees who reach age 62 and are eligible for qualified retirement under current PERS rules and regulations and retire there under, may participate at Township expense in the medical insurance program, at the applicable levels of coverage at the time of retirement (coverage for themselves, spouse and child, if applicable), for two (2) years from the date of retirement.

XIII. Pay Plan.

1. Salary increases shall be as follows:

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    January 1, 2005 $400.00 added to base salary
    January 1, 2006 $1,500 added to base + a 3% raise
    January 1, 2007 3% raise added to base.
    January 1, 2008 3% raise added to base.
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- 2. Prior to implementation of any evaluation systems, the Township shall consult with the unions in regards to the process, form, substance and content
- 3. Employees hired after January 1, 2002 shall not receive increment/step movement. This shall not apply to any laid-off employees who are rehired pursuant to an existing reemployment list. Entry level salaries for all grades for 2002 and beyond shall be negotiated pursuant to the elimination of steps for new hires.
- 4. Whenever an employee is promoted, his/her salary shall be increased to the entrance level of the new position or pursuant to attached salary ordinance, whichever is greater, provided that his/her salary cannot exceed the maximum salary of the new position. At no time shall an employee being promoted receive less than his total salary (base plus longevity) he previously received or would have received in the year he was promoted.

XIV. Longevity.

In order that employees who have remained at the maximum pay rate of a grade for a number of years without a salary adjustment may receive some compensation beyond that fixed for the pay grade, the following three (3) step Longevity Pay Plan is hereby adopted:

When an employee has remained at the maximum pay rate of one or more grades for forty eight (48) months of service, longevity increment "A" of the attached pay plan computed at five percent (5%) of the maximum pay for a given grade shall be paid in addition to the maximum established rate of the grade. The additional longevity increment "B" computed at 10% shall be paid when an employee has been in the maximum pay rate of one or more grades for one hundred eight (108) months of service. The final longevity increment "C" computed at fifteen percent (15%) shall be paid when an employee has been in the maximum pay rate of one or more grades for one hundred sixty eight (168) months of service.

- 1. The longevity increment for all employees who are eligible during the calendar shall be paid simultaneously with the salary advancement noted in Section XIII above, provided that the employee continues to perform his work satisfactorily and remains at the maximum pay rate.
- 2. If an employee is demoted or reclassified to a lower grade, his pay will be adjusted downward in accordance with Civil Service procedure.
- 3. For employees hired on or after January 1, 1989, the payment schedule shall be the same as employees hired before that date. However, where the three-step process is five percent (5%), ten percent (10%) and fifteen percent (15%), for employees hired before January 1, 1989, the corresponding levels shall be \$500, \$1,000 and \$1,500.00 for employees hired after said date.
 - 4. Longevity payments are due and payable April 1 of each contract year.

XV. Bonus.

Full time Bargaining Unit employees shall receive a \$925.00 bonus pay check in 2005 only of the contract in addition to their salaries as stated in this contract. Part Time permanent employees shall receive a bonus payment pro rated according to their hours

worked. All employees must be on the payroll on the specified date to receive this payment. This article shall expire December 31, 2005.

XVI. Volunteer Firemen.

The Township shall grant time off from work with pay for municipal employees who are members of a volunteer fire company serving the municipality or volunteer drivers of municipal owned or operated ambulances when such employees are called to respond to alarms occurring during the hours of their employment, as established under N.J.S. 40A:9-160.1, Source Laws 1971, Chapter 200, effective July 1, 1971. Employees engaged in assignments as defined below that would made added expenses for the Township, other then wages, would not be permitted to leave for fire or ambulance emergency unless said employee was directed to do so by his immediate supervisor or replaced by non-member of the volunteer fire company or emergency squad. Assignments such as, but not limited to, the following:

- 1. In the act of hauling or spreading hot patch of asphalt.
- 2. Pouring concrete.
- 3. Any emergency assignment that would jeopardize the life or property of the citizens of the Township.

Employees responding to such alarms shall report back to their job sites immediately without delay when dismissed by the person in charge of such emergency.

XVII. Hours of Work and Overtime.

- 1. The regular work day shall be:
 - a. Public Works -5 day work week: 7am -4pm
 - b. Public Works -4 day work week: 6am -5pm

The Township may vary the work day in individual departments to reflect the work assignments of the Township; however, the total weekly hours of an employee will not exceed those indicated above.

- 2. Overtime shall be paid at the rate of one and one half times the regular straight time rate for all hours worked beyond forty (40) hours for Public Works employees in a work week. Also, overtime shall be paid at a rate of one and one half times the regular straight time rate for all hours worked beyond the regular work hours in anyone work day provided that the employee completes a regular work week via work attendance or paid leave. Compensatory leave may be provided in lieu of overtime payments.
- 3. Employees called into work from home on an emergency call in outside their regular work day shall be guaranteed a minimum of three hours pay.
- 4. Overtime shall be distributed equally insofar as practical among the employees who are qualified and able to perform the required work.
- 5. In reference to overtime hours for snow and ice control during the winter months, in November those employees who are willing to operate the various pieces of Township equipment and perform related tasks shall sign up for winter overtime. The Township shall develop a list of qualified employees to operate the various pieces of equipment and the overtime insofar as practical shall be rotated among these qualified employees.

The normal operating crew for this equipment for snow plow operations: (1) For each snow plow truck -two (2) qualified operators if these vehicles are to be in use for more than four (4) hours; one (1) qualified operator and one (1) helper if they are to be in use for less than four (4) hours; (2) For the front end loaders and tractor -one (1) qualified operator. A qualified operator may be an equipment operator or truck driver. A laborer who has proven experience with the equipment may also serve as a qualified operator. In addition one supervisory person may be used as a qualified operator whenever this overtime is in progress.

Employees who sign up for overtime in November shall be available for the work when it is assigned to them. If sufficient qualified employees are not available when notified, the Township is not bound by these provisions.

As a general direction, as normal operational procedure, when someone from sanitation is absent, the order for replacement generally should be as follows:

- a. First season 1 full-time (part-year, not part-day and summer youth personnel);
- b. Full-time laborers by inverse order of seniority;
- c. The parties agree that the concept of work then grieve applies. Management must have a reason for deviating from the above order of replacement.

Meal allowance during overtime hours will be \$ 15.00 per meal up to a maximum of \$45.00 for three (3) meals. This article is in regards to personnel on a call-in status due or extended hours after a regular working shift due to snow removal or natural disasters where longer hours may be required.

XVIII. Agency Shop.

- 1. <u>Purpose of Fee.</u> All eligible non-member employees in this unit will be required to pay to 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.
- 2. Amount of Fee. 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.

When an employee has remained at the maximum pay rate of one or more grades for forty eight (48) months of service, longevity increment "A" of the attached pay plan computed at five percent (5%) of the maximum pay for a given grade shall be paid in addition to the maximum established rate of the grade. The additional longevity increment "B" computed at 10% shall be paid when an employee has been in the maximum pay rate of one or more grades for one hundred eight (108) months of service. The final longevity increment "C" computed at fifteen percent (15%) shall be paid when an employee has been in the maximum pay rate of one or more grades for one hundred sixty eight (168) months of service.

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- 2. Overtime shall be paid at the rate of one and one half times the regular straight time rate for all hours worked beyond forty (40) hours for Public Works employees in a work week. Also, overtime shall be paid at a rate of one and one half times the regular straight time rate for all hours worked beyond the regular work hours in anyone work day provided that the employee completes a regular work week via work attendance or paid leave. Compensatory leave may be provided in lieu of overtime payments.
- 3. Employees called into work from home on an emergency call in outside their regular work day shall be guaranteed a minimum of three hours pay.
- 4. Overtime shall be distributed equally insofar as practical among the employees who are qualified and able to perform the required work.
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- b. Full-time laborers by inverse order of seniority;
- c. The parties agree that the concept of work then grieve applies. Management must have a reason for deviating from the above order of replacement.

Meal allowance during overtime hours will be \$ 15.00 per meal up to a maximum of \$45.00 for three (3) meals. This article is in regards to personnel on a call-in status due or extended hours after a regular working shift due to snow removal or natural disasters where longer hours may be required.

XVIII. Agency Shop.

- 1. <u>Purpose of Fee.</u> All eligible non-member employees in this unit will be required to pay to 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.
- 2. Amount of Fee. 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 for benefits financed through the dues, fees and assessments and available to or benefiting only its members but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

3. <u>Deduction and Transmission of Fee.</u>

After verification by the employer that an employee must pay the representation fee, the Township 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 shall deduct the representation fee as soon as possible after the tenth day following reentry 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.

The Township shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

4. <u>Demand and Return System.</u> 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 representatives.

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-member board established by the Governor.

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.

- 5 <u>.Legal Requirements.</u> The provisions of this clause are further conditional upon all other requirements set by statute.
- a. <u>Union Dues.</u> The Employer agrees to deduct twice monthly from the base pay of each employee 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 C.W.A. to the Township 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 Township to the Communications Workers of America, AFL-CIO Loca11034, c/o Treasurer, I Lower Ferry Road, West Trenton, New Jersey 08628 by the tenth (10) day of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made.

- b. The Union agrees to indemnify and hold the Township harmless against any, and all claims, suits, orders of judgment 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 the Township or its agent or servants.
- c. Dues deduction may only be stopped if the employee so requests. Any such request must be in writing and submitted to the Township prior to December 15 of any given year. Dues shall be halted beginning with the first pay day period of each calendar year. The Township will immediately supply the Union with a copy of any request to halt dues.
- d. 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.

XIX. Family and Medical Leave.

The Township shall comply with all rules and regulations of the Family and Medical Leave Act ("FMLA"). The Township agrees that an employee's seniority with the Township shall not be affected if they use Family or Medical Leave. No employee shall have any loss of benefits, salary increases, bonus payments or other negotiated benefits while on unpaid or paid family medical leave. If an employee believes their FMLA rights are being violated they shall use the grievance and arbitration procedure of the contract for relief if they chose to.

XX. Labor/Management Committee.

The Township and the Union shall implement a labor management committee. The committee shall consist of two (2) members from the Township and two (2) from the Union. The Labor/Management committee shall meet four (4) times per year to discuss a variety of matters that will not include health and safety issues but will include such items that relate to conditions of employment such as equipment, upgrades, computers, programs, etc.

XXI. Life Insurance.

The Township provides life insurance for its employees who are insured under the Township's health coverage. The insurance company is Life Insurance Company of North America, but may be changed at the discretion of the Township provided that the level of benefit is equal to or greater than that currently provided.

XXII. P.E.R.S. (Public Employment Retirement System).

The employees of the Township are enrolled in the Public Employment Retirement System. The Township and the employees shall abide by all rules and regulations of the P.E.R.S. system.

XXIII. Equal Treatment/Non Discrimination.

The Township agrees that there will be no discrimination or favoritism practiced upon or shown for any reason of sex, age, nationality, race, religion, marital status, political origin, color, handicap, association membership, association activities or the exercise of any concerted rights or activities.

XXIV. Separability Provision.

The Township and Union recognize the authority of the Federal and State
 Governments dealing with economic controls. Therefore, salary or wage increases or other

economic changes will be implemented to the extent that such implementation is not prohibited by law.

2. If any provisions of the Agreement or any application is held to be invalid by legislative changes or by a court of competent jurisdiction, such provisions shall be inoperative but all such other provisions shall not be affected thereby and shall continue in full force and effect.

XXV. Terms of Agreement.

- 1. This Agreement shall govern all members of the Union employed by the Township on the date of execution of this Agreement and thereafter. Employees who have resigned or been terminated prior to the execution of this agreement or prior to a specified date in the Agreement providing for a new or increased benefit shall not be entitled to the benefits of the Agreement to any new or increased benefit.
 - 2. The term of this agreement shall be from January 1, 2005 through December 31, 2008.

IN WITNESS WHEREOF, this Agreement has been executed as of the <u>2nl</u> day *Novembe* of 2005.

For The Communications Workers of America

For the Township of Mount Holly

Carla A. Katz, President

International Representative

Arthur Liston

Township Manager

Florence McNamara Staff Representative

Negoliation Committee Member

Peter Pennock

Negotiation Committee Member