

AGREEMENT

BETWEEN

**MOUNT LAUREL TOWNSHIP**

Mount Laurel, New Jersey

AND

**LOCAL 3263 COUNCIL 71 A.F.S.C.M.E. AFL-CIO**

**January 1, 2005 – December 31, 2008**

*Certified to be  
a true copy  
Patricia Holbe*

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## Article I

### Recognition

- A) The Township recognizes Local 3263 Council 71, American Federation of State, County and Municipal Employees, AFL-CIO as the sole and exclusive representative for the purpose of establishing salaries, wages, hours, and other conditions of employment for all personnel under contract listed in the classifications herein, and for such additional classifications as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating, the rights of employees as established by the Laws of 1968, Chapter 303, and the amendment of Public Law 1974, Chapter 123, approved October 21, 1974, Senate Bill No. 1087, or Civil Service Statutes Regulations or Case law.
- B) The bargaining unit shall consist of all blue collar employees employed by the Township specifically including the positions of truck driver, laborer, equipment operator, mechanic, custodial worker, bus driver, security guard, and excluding foreman, general foreman, white collar and clerical employees, supervisors, confidential employees, craft employees, professional employees and managerial executives.

## ARTICLE II

### Management Rights

- A) The Township of Mount Laurel hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:
- 1) The executive management and legislative and administrative control of the township government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
  - 2) To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of quality and quantity of the work required.
  - 3) To make, maintain and amend such reasonable rules and regulations as the Township may, from time to time, deem best for the purposes of maintaining order, safety and/or the effective operation of the department after advance notice thereof to the employees to require compliance by the employees.
  - 4) To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.
  - 5) To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.
  - 6) To layoff employees in the event of lack of work or funds or under conditions where continuation of work would be inefficient and non-productive.
  - 7) To utilize supervisors and/or management as "blue collar employees" as that term is used in this Agreement when the employees are absent due to sickness, injury, lunch, vacation, or other types of leave, or any other emergency circumstances.
- B) The Township reserves the right, with regard to all other conditions of employment not preserved, to make such changes as it deem desirable and necessary for the efficiently and effective operation of the department.
- C) In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment 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 hereof are in conformance with the Constitution and laws and administrative codes of New Jersey and of the United States.

- D) Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or locals laws or regulations.
- E) The Township reserves the right, in accordance with past practice, to contract with outside persons or firms to do work which might otherwise be performed by Township employees.

## ARTICLE III

### Check Off

- A) The Township agrees to deduct monthly Union membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Township by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to the office of Council 71 together with a list of the names of all employees for whom the deductions were made by the tenth (10th) day of the succeeding month after such deductions were made.
- B) Employees covered by this Agreement may only request deduction for the payment of dues to the duly certified majority representative named herein.
- C) The effective date of a termination of dues deduction to the majority representative shall be as of July 1 next succeeding the date on which the notice of withdrawal is filed with the employer.
- D) Any employee in the Bargaining Unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the Unit who does not join within ten (10) days of reentry into employment within the Unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Union's membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlements to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the Unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.
- E) The Union shall establish and maintain a procedure whereby an employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.
- F) The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the Township in reliance upon salary deduction authorization cards of the fair share assessment information as furnished by the Union to the township, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

G) Any employee who is transferred to a job classification which is not within the bargaining unit, as herein defined, or any employee whose employment is terminated by death, resignation, discharge, lay-off, retirement, or leave of absence shall cease to be the subject to dues deduction beginning with the month in which the termination or transfer occurs.

## ARTICLE IV

### Bill of Rights

- A) To insure that the individual rights of employees in the bargaining unit are not violated, the following shall represent the Employee's Bill of Rights:
- 1) An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this Agreement.
  - 2) An employee shall be entitled to Union representation at each stage of a disciplinary hearing.
  - 3) No employee shall be required by the Township and/or its agents to submit to an interrogation unless the employees are afforded the opportunity of Union representation.
  - 4) No recording devices or stenographer of any kind shall be used during any meeting unless both the Union and Township agree to their use prior to such meetings, in writing.
  - 5) In any disciplinary hearings, the burden of proof, i.e., the preponderance of evidence, shall be on the Township.
  - 6) An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under the Agreement.



## ARTICLE V

### Maintenance of Work Operations

- A) The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employees' duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Township, for its purpose or on behalf of any other employee or groups of employees (commonly known as sympathy strike). The Union agrees that such action would constitute a material breach of this Agreement.
- B) The Union agrees that it will make a reasonable effort to prevent its members from participation in any strike, work stoppage, slow-down, sympathy strike, or other activity aforementioned or supporting such activity by any other employee or group of employees of the Township; and to require its members to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.
- C) Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.
- D) The Township agrees that it will not engage in the lockout of any of its employees.

## ARTICLE VI

### Department of Personnel Rules and Regulations

- A) The Employer and the Union understand and agree that all rules pertaining to the municipality which are promulgated by the New Jersey Department of Personnel and all rules and regulations set forth in the Department of Personnel Statutes and Regulations are binding upon the parties hereto.
- B) The Employer and the Union understand and agree to comply with the provisions of the Federal and State Family Medical Leave Act.

**ARTICLE VII**  
**Hours of work**

A) The regularly scheduled workweek shall consist of five (5) consecutive days, Monday through Friday, inclusive, except for the Sanitation Department with is Monday through Thursday, inclusive.

B) The regular hours of work shall be as listed below:

- |                          |   |
|--------------------------|---|
| 1) Road Department       | 7:00 a.m. – 3:30 p.m.                         |
| 2) Recreation Department | 7:00 a.m. – 3:30 p.m.                         |
| 3) Sanitation Department | 7:00 a.m. – 5:00 p.m.                         |
| 4) Maintenance Shop      | 7:00 a.m. – 3:30 p.m. & 8:00 a.m. – 4:30 p.m. |
| 5) Recreation Bus Driver | 8:30 a.m. – 5:00 p.m.                         |
| 6) Security Guard        | 3:00 p.m. – 11:00 p.m.                        |

(a) No person will leave the job site for lunch until 12:00 noon

(b) Each employee will be back on the job at 1:00 p.m.

C) No person will leave the job site to return to the Public Works Building until the following designated times, or unless he/she is designated to do so by his/her supervisor:

- |                          |           |
|--------------------------|-----------|
| 1) Road Department       | 3:00 p.m. |
| 2) Recreation Department | 3:00 p.m. |
| 3) Maintenance Shop      | 4:00 p.m. |
| 4) Sanitation Department | 4:30 p.m. |

(However, said individuals shall not leave until 5:00 p.m. and shall perform additional duties as directed by the Supervisor during said time period.)

Note: During twice per week collections in the summer, sanitation employees' regular workweek may be scheduled within the period of Monday through Saturday.

D) All employees shall be required to work a reasonable amount of overtime (up to 2 hours) to finish a job that creates a health or safety hazard to residents, unless excused by a foreman. A foreman will be available during these times.

E) The regular hours of work (as listed above) shall not be changed except as required under emergency conditions or agreed upon by both parties.

F) For pay purposes, the workweek is from 12:01 a.m. Monday to 12:00 midnight Sunday.

G) Employees shall be entitled to a 15-minute break period in the morning and a 15-minute break period in the afternoon. Said break periods will occur on the job site. No morning

breaks shall be taken before 9:30 a.m. or after 10:00 a.m. and no afternoon breaks shall be taken before 3:00 p.m. unless approved by a foreman. No Township vehicle shall be used to transport employees to and from home, coffee shop, or restaurant or place of eating and drinking. One person may be permitted by the foreman to obtain coffee, liquids and food for the coffee break. Signing out of vehicles being used not in the normal course of duties shall be required and usage will only be allowed after receiving approval from the foreman or supervisor. Usage will only be allowed for purposes that will benefit the municipality (i.e. test-taking for CDL licenses, etc.)

## ARTICLE VIII

### Seniority

- A) Seniority is defined as an employee's total length of service with the Township, beginning with his original date of hire.
- B) An employee who leaves the service with the Township shall accrue seniority credits in accordance with Civil Service Rules and Regulations.
- C) If a question arises concerning two or more employees who were hired on the same date, preference shall be given to alphabetical order of the employee's last name.
- D) The Township shall maintain an accurate, up-to-date seniority 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.

#### E) Seniority Log

- 1) The Supervisor will establish an overtime Seniority Log Book showing employees names and title and date of hire.
- 2) When overtime is offered, the supervisor will use the logbook to offer overtime accordingly.

i.e.:

Date of Hire	Name	Title	Last Worked
8/12/78	M. Jones	Laborer	Refused 8/30
9/1/79	B. Smith	Laborer	8/30
9/3/79	J. Todd	Laborer	9/1/01
11/4/80	G. Kelly	Laborer	Refused 9/1/01
6/1/81	M. Block	Laborer	9/1/01
12/3/81	D. Brown	Laborer	

(D. Brown is next for overtime. When list is exhausted, it reverts to top of the list. New employees added after the last overtime is offered shall be eligible. (Rotation list will continue in rotation for anyone who is on the list as of the day work is required.) There is only one list for both time and one-half and double time overtime.)

- 3) When the supervisor is unable to obtain workers in his/her department for overtime, the supervisor shall call other department supervisor to fill the overtime vacancy.
- 4) When the supervisor is unable to obtain overtime in the existing title, the supervisor will move to the next higher title for the overtime needs (i.e., truck driver). Each department shall keep their own logbook.
- 5) There shall be an overtime logbook for each title and the Union representative shall have

the right to review the logbook on verbal request.

- F) Except as otherwise provided by law, in cases of promotions, provisional promotions, demotions, layoffs, recalled vacation schedules or situations where substantially better working conditions are involved, an employee with the greatest amount of seniority shall be given preference, provided he has the ability to perform the work involved. Wherever possible, the Township agrees to promote from within the bargaining unit rather than hire from outside.
- G) In the event any function of the Public Works or Parks & Recreation Departments are eliminated by way of contract with a third party which results in layoffs or loss of employees, said layoffs shall be in accordance with Department rules and regulations.

## ARTICLE IX

### Wages

- A) Effective January 1, 2005, the employees covered by these terms and conditions shall receive salary as set forth in the attached Schedule A covering 2005, 2006, 2007, 2008.
- B) New or additional employees hired during the term of this Agreement shall be governed by the above pay scales.
- C) An employee who has been working continuously from the start of his normal work day and works beyond 6:30 pm shall receive a meal allowance as per the listing below. No receipt is required. Payment will be treated as payroll and taxable. An additional meal allowance in the following amounts shall be provided for each additional 8-hour shift of continuous work. Any employee who works 8 consecutive hours while on overtime will receive a meal allowance. An additional meal allowance will be paid for each additional 8 hours worked.

2005	\$9.00
2006	\$9.00
2007	\$9.00
2008	\$9.00

Reimbursement will not be made if Township provides meal to employee.

- D) The parties agree to commend negotiations within ten (10) days after the creation of a new job title covered by this Agreement for the purpose of establishing a wage rate for that title.
- E) An employee who performs work in a higher paid classification than his own shall be paid at the higher rate for all work performed at the higher pay classification of said higher pay classification hours worked are in excess of four (4) hours during the normal work week.
- F) Mechanics are required to furnish their own tools or equipment. All tools shall be the sole responsibility of such workman who shall maintain such tools under lock and key when not in use. Mechanics shall be provided with a Three Hundred Dollar (\$300.00) per annum allowance to be paid on December 31<sup>st</sup> for tools for the year 2005, Three Hundred Dollars for 2006, Three Hundred Twenty-five Dollars for 2007, and Three Hundred Twenty-five Dollars for 2008.
- G) It is agreed that full time permanent Senior Citizen Bus Driver will be paid driver wages in accordance with the other union employees.

## ARTICLE X

### Overtime

- A) An employee's regular hourly compensation rate will apply to all work up to forty (40) hours in a weekly pay period.
- B) Overtime is defined as any hours worked beyond eight (8) per day or forty (40) hours per week except Sanitation that shall be after ten (10) hours per day and is granted only when directed by a supervisor.
  - 1) Time and one-half shall be paid for work under any of the following conditions:
    - a) All work after eight (8) hours per day/ten (10) hours for Sanitation.
    - b) All work after forty (40) hours per week in one week. Those hours for which time and one-half (1-½) or double time is paid shall not be included in the forty (40) hour base work period.
    - c) Those employees whose regularly scheduled shift of duties requires them to work on a holiday shall receive double time pay for the hours worked plus holiday pay.
    - d) All work performed on scheduled day off.
  - 2) Double time shall be paid for work under any of the following conditions:
    - a) Work performed on a Sunday
    - b) All work performed in excess of 16 consecutive hours
- C) Insofar as practicable, overtime shall be distributed as equally as possible among employees within the same job classification and within the same department. Overtime will be rotated with the most senior employees being given the opportunity of working such overtime. The least senior qualified employees may be required to perform the necessary overtime work.
- D) The Township shall provide a list of employees with overtime worked upon reasonable request by the Union.
- E) Overtime shall be paid currently or at least no later than the second pay period after the overtime was performed, or the first pay period after return from vacation.
- F) No employee shall have his work shift, workday, or workweek changed for the purpose of avoiding overtime.
- G) All paid time off (such as vacation time, holidays, sick time and personal days) shall be considered time worked for the purpose of computing overtime pay.



## ARTICLE XI

### Call In Time

- A) Any employee who is requested to, and does, return to work during periods other than his regularly scheduled shift shall be guaranteed pay for three (3) hours at time and one-half (1-½) his normal rate of pay, regardless of the number of hours actually worked.
  - 1) Anything to the contrary herein notwithstanding, the least senior qualified employee may be required to perform call-in work on a rotating basis in classification.
- B) If the call-in period exceeds three (3) hours, the additional time will be paid at the rate of time and one-half.
- C) Nothing contained in this Agreement to the contrary notwithstanding, employees called in to work during the periods other than his or her regularly scheduled hours shall be compensated as of the time he or she is called, if he or she actually reports for duty within one hour of the time of the call. If the employee(s) report for work at some time later than one hour from the time of the call, compensation shall be for the period commencing with the time the employee(s) reported for work.

ARTICLE XII

Longevity

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

Longevity Schedule		Base salary is increased by:
10 years & one day	To 15 years	\$600 (six hundred dollars)
15 years & one day	To 20 years	\$500 (five hundred dollars)
20 years & one day	To 25 years	\$1,000 (one thousand dollars)
25 years & one day	To 30 years	\$500 (five hundred dollars)
30 years & one day	Over	\$500 (five hundred dollars)

Longevity is paid on the employee's anniversary date that is the employee date of hire and is included in the employee's base salary. Longevity is paid only one (1) time in each of the four (4) groups listed above, not each year.

## ARTICLE XIII

### Holidays and Personal Days

A) The following shall be paid holidays for all employees covered under this Agreement:

New Years Day	Thanksgiving Day
Martin Luther King's Birthday	Friday after Thanksgiving
President's Day	Christmas Eve Day
Good Friday	Christmas Day
Memorial Day	Columbus Day
July 4 <sup>th</sup>	Floating Holiday
Labor Day	

B) Holidays which fall on Saturday shall be celebrated on the preceding Friday. Holidays that fall on a Sunday shall be celebrated on the following Monday (those listed above).

C) Employees having worked two (2) years for the Township shall be entitled to:

1. One (1) personal day off with pay that may be used for personal business provided he has given the Supervisor advance notice. Employees who have worked for the Township more than five (5) years shall be entitled to three (3) personal days with pay. Advance notice shall be a minimum one (1) day for each day off requested. Under emergency situations, the Director of Public Works or the Director of Parks and Recreation or their designees may waive the advance notice.

D) In order to receive holiday pay, the employee shall work the day before and the day after the holiday.

E) All paid time off (such as vacation time, sick time and personal days) shall be considered time worked for the purpose of computing holiday pay.

F) Holiday pay for Sanitation is considered to be ten (10) hours. Holiday pay for Roads & Parks is considered to be eight (8) hours.

G) Personal/floater days will be computed in hours for payroll purposes.

## ARTICLE XIV

### Vacation

A) Employees shall be entitled to the following paid vacation time:

Completion of service:	Up to:	Time earned:
Up to one (1) year	One (1) year	One (1) day per month for each month of service:
One (1) year & one day	Seven (7) years	Twelve (12) working days
Seven (7) years & one day	Sixteen (16) years	Fifteen (15) working days
Sixteen (16) years & one day	Twenty (20) years	Twenty (20) working days
Twenty (20) years & one day	Twenty-five (25) years	Twenty-one (21) working days
Twenty-five (25) years & one day	Above	Twenty-three (23) working days Starting in 2006

- B) Vacation time will be computed in hours for payroll purposes.
- C) Vacation pay shall be provided to the employee before the start of the vacation provided the vacation being taken is a minimum of one (1) week.
- D) Vacations will be given on a seniority basis. All employees shall submit in writing three (3) weeks in advance of the time they wish to be on vacation. The Township shall control the number of employees to be off at any given time. Any single vacation day needed will be requested twenty-four (24) hours in advance.
- E) Any unused vacation time shall be paid to the employee upon separation of employment. Said vacation time to be paid prorated for the year.
- F) Accumulation of annual vacation leave from year to year may be permitted. However, the accumulated time shall not exceed eighty (80) hours and must be utilized in the year succeeding its accumulation or will be lost.

## ARTICLE XV

### Sick Leave

- A) Employees shall be entitled to the following number of sick days with pay:
- 1) During the first (1<sup>st</sup>) calendar year of employment, sick days shall be earned at the rate of one sick day per month of employment up to December 31<sup>st</sup> of that calendar year.
  - 2) For each subsequent calendar year, the earned sick leave shall be fifteen (15) sick days, effective January 1<sup>st</sup> of that year.
- B) Sick leave for purposes herein is defined to mean absence of any employee from duty because of personal illness that prevents his doing the usual duties of his position, exposure to contagious disease, or a short period of emergency attendance upon a member of his immediate family (as defined) who is critically ill and the presence of the employee.
- C) Immediate family is defined to include mother, father, mother-in-law, father-in-law, brother, sister, spouse or significant person living in the household, children or foster children, grandmother, and grandfather of the employee.
- D) Sick time shall be called in on each day of illness no later than one (1) hour after the designated starting time.
- E) If an employee is absent on sick leave for more than three (3) consecutive working days, the Township may require proof of illness from a physician. In addition, proof of illness may be required at any time in cases where a pattern of abuse exists.
- F) If an employee reports for work and works any portion of his normal shift and then leaves work for reasons of illness, he will be charged sick time for all unworked hours on an hour for hour basis.
- G) Sick leave may be accumulated without limit during each employee's length of service.
- H) An employee may use accumulated sick leave for personal illness, illness in the immediate family that requires his attendance upon the ill person, death in the immediate family, quarantine restrictions, or disabling injuries.
- I) Each employee shall have the option to sell back to the Township up to eighty (80) unused sick time hours per year, subject to the following:
- 1) The employee must have at least 120 hours of sick time remaining available for use as of December 31<sup>st</sup> after the days sold back are subtracted.
  - 2) The sell back request must be submitted in writing between November 15<sup>th</sup> and December 1<sup>st</sup>.
  - 3) Only unused sick days from the current year allotment are eligible to be sold back.
  - 4) The Township shall make payment for sick days sold back no later than December 20<sup>th</sup> of the same year of the request.
  - 5) Employees who become unqualified for sick time buy back between December 20<sup>th</sup> and December 31<sup>st</sup> due to additional sick time use, shall have this money deducted from the last paycheck of that year.
  - 6) Any employee with twenty-five (25) and over years of service, can sell back up to eighty (80) hours of sick time from any year's allotment, provided fifteen (15) days remain on the books.
- J) Sick time will be computed in hours for payroll purposes.

- K) Upon retirement after a minimum of ten (10) years service with the Municipality, employees may sell back up to a maximum of thirty (30) days or 30% of their unused sick time, whichever is less.
- L) The Township agrees to allow a catastrophic event policy, the terms of which shall be by separate agreement.

## ARTICLE XVI

### Death in family

- A) The Township shall grant at least three (3) consecutive working days with pay and a maximum of five (5) consecutive working days with pay at the Director's discretion for death in the immediate family. This leave shall not be charged against any other leave.
- B) Immediate family is defined to include mother, father, mother-in-law, father-in-law, brother, sister, spouse or person living in spousal relationship, children or foster children of the employee, grandmother, grandfather, or grandchild, stepchild, step-parent, son-in-law, daughter-in-law, significant member of employee's household.
- C) The Township shall grant at least one (1) working day with pay and a maximum of three (3) working days with pay at the Director's discretion for death of grandparents of spouse.
- D) The Township shall grant one (1) working day with pay in the event of death of the employee's aunt, uncle, niece, or nephew.

## Article XVII

### Leave of Absence

- A) The Township in accordance with Department of Personnel regulations, statutes, and case law shall determine leaves of absence.
- B) Seniority shall be retained and shall accumulate during medical leave. However, seniority shall not be retained and shall not accumulate during any other leave.
- C) Employees granted a leave of absence will continue to be covered under the Medical Benefits Program provided the employee makes arrangement to pay the insurance premium to the Township or the insurance carrier during the leave of absence. Health coverage required to be provided by the Family Medical Leave Act shall be provided by the Township upon submission of a request under the Family Medical Leave Act and compliance with requirements.
- D) Employees who have been granted a medical leave of absence in connection with a compensable job related injury will continue to be covered under the Medical Insurance Benefits Program of the Township and the Township will pay the insurance premiums during such injury.
- E) One (1) member of the Union who is elected or designated to attend a function of the Local District, shall be permitted to attend such functions up to four (4) days per year, with pay and shall be granted the necessary time off. In addition, one (1) member of the Union shall be permitted up to five (5) days off every year without pay to attend the Union's International Convention, subject to the above notice requirements. This right of attendance shall be governed by any conditions, restrictions, or limitations contained in the International Constitution of the Union, provided said conditions do no conflict with this paragraph. Union members may receive up to one-half (½) day per member with pay per year for convention and international convention business. Proof of attendance is required.
- F) Permanent employees shall be granted a leave of absence without pay for the purpose of entering upon active duty with the armed services of the United States, or with an organization authorized to serve therein, or with the Armed Forces of this State in time of war or emergency, or pursuant to or in connection with the operation of any system of selective service. Employees having only temporary status who enter upon such active duty will be regarded as having resigned.
- G) A permanent employee holding a position in the classified service who is temporarily incapacitated to perform his duties (due to either physical or mental reasons), or one who wishes to engage in an appropriate course of job-related study, or any reason considered valid by the employer, may be granted a special leave of absence without pay by the employer for a period not to exceed six (6) months. Said special leave may be extended for another period not to exceed six (6) months with the approval of the employer. Any permanent employee requesting such special leave without pay shall submit his request in writing, stating the reasons why, in his opinion, the request should be granted along with the



anticipated date of his return to duty.

- H) Employees returning from authorized leaves of absence as defined above will be restored to their original classification at the appropriate rate of pay with no loss of seniority or any other employee rights, privileges or benefits.
- I) When an employee returns from an approved leave of absence, any dues check off authorization in effect prior to the approved leave shall be reactivated.

## Article XVIII

### Hospitalization and Medical Benefits

- A) The Township agrees to provide all employees with the coverage as outlined in Schedule B.
- B) The Township agrees to provide all employees with the option of either:
  - 1) Dental, optical and prescription coverage through the South Jersey Public Employees Health and Welfare Fund. The Township shall pay the total cost of such coverage provided said costs do not exceed \$850 in 2005; \$900 in 2006; \$925 in 2007; and \$950 in 2008.

OR

- 2) Employees may subscribe to Township ODP at 50% co-pay (State Health Benefits Package).
- C) The employee may change from one option to another provided it does not cause an overlap in payments by the Township.

## Article XIX

### Workers' Compensation

- A) When an employee is injured on duty, he/she shall receive Workers' compensation due him/her plus the difference between the amounts he/she received as compensation for temporary disability and his/her normal salary during the period of said disability, the difference to be paid at the discretion of the Township.
- B) The employees shall reimburse the Township for any additional monies received pursuant to paragraph A from a third party action of judgment up to the amount paid to the employee, with the exception of the township as a defendant without waiver of Township's compensation rights.
- C) An employee who is injured on the job and is sent home or to a hospital or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of the employee's regular shift on that day.

## Article XX

### Uniforms

- A) By January 31st of each year, each employee shall be authorized to purchase uniforms at a cost of \$400 from an approved vendor. Each employee is responsible for the maintenance of the uniforms.
- B) In addition, employees will receive up to \$150 per year for work shoes for the years 2005, 2006, 2007, and 2008. The Sanitation laborers only will receive \$50 additional for the purchase of shoes. Said work shoes must be approved steeled toed boots or steel toed sneakers. Reimbursement for work boots will be made at any time during the year by submission of a receipt.
- C) The uniforms shall be worn by the employees at work. Otherwise, the employee will be sent home and lose a day's wages.

150  
200 (S)

## Article XXI

### Discipline and Discharge

- A) Employees shall only be disciplined and/or discharged for just cause and in Accordance with Department of Personnel Rules and Regulations.
- B) Employees shall be entitled to notice and a hearing as to any contemplated disciplinary action. The notice shall specify the violations and the facts which constitute and support said violations and said notice shall be served upon the employee by certified mail or in person. The hearing shall be conducted by the Township official in an impartial and fair manner with the employee being given the opportunity to hear the evidence against him to cross-examine any witnesses and to present evidence on his behalf. If the employee is dissatisfied with the decision of the Department Heard, the employee may appeal to the Township Manager for a de novo hearing. Any punishment or discipline that is not appealable to the Department of Personnel shall not be a grievable item, except as otherwise provided herein. Any disciplinary matter appealable to the Department of Personnel is not a grievable item.

## Article XXII

### Grievance Procedure

A) For the purpose of this contract, a grievable matter shall be understood to be a breach, misinterpretation, or improper application of the terms of this contract or a denial of legal right, except where jurisdiction has been granted to the Department of Personnel.

**Step 1:** (a) The aggrieved person in Public Works shall submit his grievance in writing to the General Foreperson, and in Parks & Recreation to the Department Foreperson within thirty (30) working days of the incident.

(b) The Foreperson will answer appeal to the Director of the Department within thirty (30) working days after the expiration of Step 1.

**Step 2:** (a) The aggrieved person may appeal to the Director of the Department within thirty (30) working days after the expiration of Step 1.

(b) The Director of the Department will answer or settle the matter within thirty (30) working days after the receipt of the grievance.

**Step 3:** (a) The grievant may appeal to the Township Manager within thirty (30) working days after the expiration of Step 2.

(b) The Township Manager or its representative(s) shall meet with the grievant within thirty (30) days of receipt of the grievance.

(c) The Township Manager or representative(s) shall answer or settle the matter within thirty (30) working days after hearing the grievance.

**Step 4:** (a) If the grievance involves a non-disciplinary matter, the grievant may appeal to an advisory arbitrator within (10) days after the expiration of Step 3. The arbitrator shall be selected in accordance with the rules of P.E.R.C. Within thirty (30) days after the arbitrator's advisory decision is made, Council shall meet and consider the decision and advise the grievant of its decision within five (5) working days thereafter.

(b) If the grievance involves disciplinary action resulting in punishment of a suspension of at least three (3) days and not more than five (5) days, the grievant may appeal to Council within ten (10) working days after the expiration of Step 3. Within thirty (30) days, Council shall meet and consider the grievance and advise the grievant of its decision. The grievant may then appeal within ten (10) working days to a binding arbitrator who shall be selected and who shall decide the grievance in accordance with P.E.R.C. rules.

B) Disciplinary action resulting in punishment of less than three (3) days suspension shall not be subject to any arbitration proceeding.

- C) The arbitrator shall have no authority to add to, subtract from, or otherwise modify the terms and conditions of this Agreement.
- D) The cost of the arbitrator shall be borne by the Township and the Union equally. Any other cost shall be borne by the party incurring it.
- E) If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

**Article XXIII**  
**Posting of Vacancies**

- A) At least ten (10) days prior to filling any vacancies to existing positions or to newly created positions, the Township agrees to post said vacancies on the Union Bulletin Board.
- B) Management agrees to send notice to any employee who is out on vacation, sick, or on worker's compensation, and is not scheduled to return to work during the time notice is to be posted.



**Article XXIV**  
**General Provisions**

- A) All employees shall be supplied with accurate job descriptions.
- B) Employees shall not be required to perform work outside of their normal duties on a regular basis.
- C) The Employer agrees to keep an accurate, up-to-date record of unused vacation time and sick time for all employees and to post it quarterly if it is not provided on the weekly paycheck.
- D) The Employer agreed to provide the following:
  - 1) A locker for each employee.
  - 2) Drinking water and hot shower(s) in the Public Works Building
  - 3) Sanitary eating facilities in the Public Works Building.
  - 4) Bathroom facilities will be provided in the Public Works Building.
- E) It is agreed that a representative of the Employer and the Union will meet from time to time upon request of either party to discuss items of general interest or concern which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party and a precise agenda will be established.

## Article XXV

### Union Business and Visitations

- A) The Shop Steward or his designee, during working hours and without loss of pay, after notifying his or her supervisor may:
- 1) Investigate and confer on grievances and disciplinary actions not to exceed two (2) hours in any working week (said two (2) hours may not be per person).
  - 2) Post notices on the Union Bulletin Boards.
  - 3) Meet and confer with representatives of Council 71 on the Township's premises.
  - 4) Time periods are as listed above unless additional time is authorized by the Employer.
- B) Representatives of Council 71 may enter the Township's premises for the purpose of investigation and/or conferring on grievance, contract negotiations and disciplinary actions. Such visitations shall only be allowed after the supervisor of the particular work location is notified of the visit.
- C) Whenever any employee of the Township who is a representative of the Union is mutually scheduled to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in regular pay or to be charged for sick leave or vacation time.

**Article XXVI**  
**Union Rights**

- A) A list of new hires within the bargaining unit will be furnished to the Union within thirty (30) days after they have been hired. The list will include the name, address, job title, salary, and date of hire.
- B) The Employer will provide the Union with an up-to-date seniority list by January 31<sup>st</sup> of each year.
- C) Representatives of the Union may be permitted to transact union business on the premises with 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 before and after work with a five (5) day notice to the Township Manager.
  - 2) The right to hold Union meetings during lunch hour or break times, as well as, before or after work with a five (5) day notice to the Township Manager.
  - 3) The use of the interoffice mail system.
  - 4) The allocation of reasonable space for the storage and display of literature and resources pertaining to Union business.
  - 5) Accessible and prominent space in each building housing Union employees for Union Bulletin Board or use of exsisting bulletin board.
  - 6) Conduct scheduled Union meetings on the premises with ten (10) day prior notification for availability or a room to the Township Manager.
- D) The Township Manager or designee shall notify the Union President or designee in writing no later than the close of business the following work day 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 questioned by Management in anticipation of possible disciplinary action.

**Article XXVII**  
**Equal Treatment**

- A) All employees shall be treated equally regarding terms and conditions of employment and, there shall be no discrimination on account of race, religion, color, sex, age, nationality, marital status, political affiliation, union membership or union activities.

**Article XXVIII**  
**Reduction in Workforce**

- A) There will be no reduction in the overall workforce during the term of the Agreement for other than economic reasons. This is not to restrict the Township from terminating an employee for just cause pursuant to the terms of this contract and the Department of Personnel Rules and Regulations.

**Article XXIX**  
**Safety and Health**

- A)** The Township shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools, or devices that may be reasonably necessary to insure their safety and health.
- B)** Hepatitis vaccination will be offered to all members of the Union. Employees not wishing to receive said vaccination shall sign a waiver of rights to be provided by the employer. New employees will be offered hepatitis vaccinations after thirty (30) days unless State Health Regulations designate otherwise.
- C)** No employee will perform any extraordinary duties that may be perceived to be hazardous (i.e., tree-climbing) unless they have received proper training in the activity and have the appropriate tools, clothing, and footgear.
- D)** In snow emergency situations, a minimum of two (2) AFSCME Bargaining Unit mechanics shall be on duty at all times that mechanics are required.

**Article XXX**  
**Transportation**

- A) The Township will, if possible, supply a vehicle to be used for transportation to/from schooling, seminars, and other assignments where an employee is sent. If a vehicle is not available, and the employee must use his own vehicle, the Township will reimburse the employee at the federal rate. This amount includes the cost to the employee of fuel, insurance, vehicle wear and tear, and preventative maintenance.

## Article XXXI

### Jury Duty

- A) An employee who is summoned to serve jury duty on any grand or petit jury shall be paid in full by the Township based on a forty (40) hour week at straight-time. Any checks received by the employee for jury duty shall be turned over to the Township in recognition that they have been fully compensated. No reimbursement of wages shall be made for jury duty served on holidays and vacations.
- B) Upon receipt of a summons for jury duty, the employee shall immediately notify the Township.
- C) In order to receive compensation while on jury duty, the employee must comply with the following conditions:
  - 1) The employee must notify the Township immediately upon receipt of a summons for jury service.
  - 2) Whenever jury service is completed prior to 1:00 pm, the employee is required to telephone the Department Director and to report to work if requested.
  - 3) At the request of Management, written proof must be presented of the time served on jury duty.
  - 4) The jury compensation check must be turned into the Municipality.



**Article XXXII**  
**Military Service**

In the event that any employee volunteers for, is drafted, or is otherwise called into active military service in the Armed Forces of the United States, such employee shall not, during the period of such service, lose any seniority rights, as herein provided. Upon discharge from the Armed Forces, the employee shall be offered his former position, or one of like status, provided that he/she:

- 1) Received a certificate of Honorable Discharge.
- 2) Is still qualified to perform the duties of his position,

**And**

- 3) Has applied for reinstatement within ninety (90) days after discharge.

In the event that any employee is a member of a Reserve Unit of the Armed Forces of the United States, or of the National Guard, and is required to serve on maneuvers or at summer camp, the Township shall supplement the gross military pay with an amount sufficient to equal the gross pay for the normal job classification. Such supplemental pay shall not exceed a period of two (2) weeks in one (1) calendar year. All applicable federal and state laws shall supercede the language of this Agreement in the event of any inconsistency.

### **Article XXXIII**

#### **Contracting and Subcontracting of Public Work**

During the term of this Agreement, the Township may contract out or subcontract any public work performed by the employees covered by this Agreement, which may mean the layoff of any employee covered by this Agreement.

**Article XXXIV**  
**Printing of Agreement**

The Township shall be responsible for having this Agreement reproduced in sufficient quantity to be distributed to all employees in the Bargaining Unit during the term of this Agreement. The copies of the Agreement shall be made available to the Union no more than thirty (30) days after the signing of the Agreement.

**Article XXXV**  
**Fully Bargained Agreement**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues that were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

**Article XXXVI**  
**Separability and Savings**

- A) Each and every cause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause, or clauses, only to the extent that any may be in violation shall be deemed of no force and effect and/or therein of paragraph in which the offending language may appear.
- B) In the event any clause or clauses are determined to be in violation of any law, the parties agree to commence negotiations within ten (10) working days of such determination relative to the invalidated portion only.

ARTICLE XXXVII

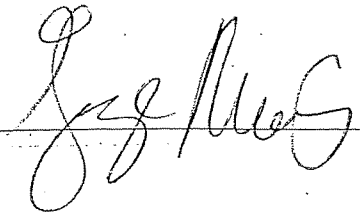
TERMINATION AND EXTENSION

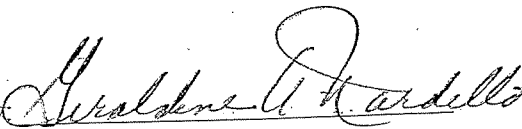
A. These terms and conditions of employment will be effective January 1, 2005 through December 31, 2008.

B. Negotiations for a successor Agreement shall commence in accordance with N.J.A.C. 19:12-2.1. This Agreement will remain in full force and effect during the period of successor negotiations.


IN WITNESS WHEREOF, the Township of Mount Laurel, has caused these Terms and Conditions of Employment to be signed by its duly authorized representative as of this day of *August*, 2005 31

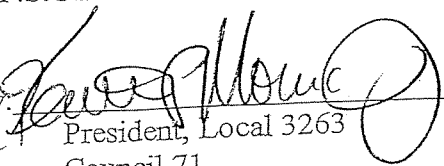
MOUNT LAUREL TOWNSHIP

Attest: 

By: 

A.F.S.C.M.E.

Attest:   
Staff Representative  
AFSCME Council 71  
8-22-05

By:   
President, Local 3263  
Council 71

SCHEDULE A					
SALARY INCREASE - AFSCME					
PUBLIC WORKS DEPARTMENT					
		2005	2006	2007	2008
<b>Roads</b>					
Laborer		\$ 33,081.58	\$ 34,404.84	\$ 35,781.03	\$ 37,212.27
Truck Driver		\$ 35,306.40	\$ 36,718.66	\$ 38,187.41	\$ 39,714.91
Equipment Operators		\$ 38,300.35	\$ 39,832.36	\$ 41,425.65	\$ 43,082.68
<b>Sanitation</b>					
Laborer		\$ 34,305.35	\$ 35,677.56	\$ 37,104.66	\$ 38,588.85
Truck Driver		\$ 35,306.40	\$ 36,718.66	\$ 38,187.41	\$ 39,714.91
Mechanic		\$ 39,839.91	\$ 41,433.51	\$ 43,090.85	\$ 44,814.48
<b>Custodial Workers</b>					
		\$ 35,221.23	\$ 36,630.08	\$ 38,095.28	\$ 39,619.09
<b>Parks and Recreation Department</b>					
Laborer		\$ 33,081.58	\$ 34,404.84	\$ 35,781.03	\$ 37,212.27
Truck Driver		\$ 35,306.40	\$ 36,718.66	\$ 38,187.41	\$ 39,714.91
Bus Driver		\$ 35,306.40	\$ 36,718.66	\$ 38,187.41	\$ 39,714.91
Equipment Operators		\$ 38,300.35	\$ 39,832.36	\$ 41,425.65	\$ 43,082.68
<b>Step Increases</b>					
An employee upon serving two years and one day will receive an additional \$200.00 added to their base annual salary. An employee upon serving five years and one day will receive an additional \$200.00 added to their base annual salary.					

*still no security guard?*

## MOTOR VEHICLE LICENSES

- A) All personnel not required to possess a CDL or Omnibus license in the regular performance of their duties, who acquire said license(s) and agree to be called upon to perform services in an emergency which require said licenses, shall receive an additional annual compensation of \$300 for the CDL license and \$200 for the Omnibus license. This additional compensation shall not be added to the base salary.
- 1) Anyone receiving said compensation is subject to all applicable rules and regulations regarding said license holders. If the CDL or Omnibus license is revoked at any time during the year or, the employee refuses to utilize his license for the benefit of the municipality when requested, shall be immediately removed from the list and the prorated amount of compensation shall be discontinued from the employees pay.
  - 2) In order to qualify, the employee must submit copies of his licenses to their department head by January 1<sup>st</sup> of the applicable year and indicate in writing his willingness to be called in for emergency work that utilizes said licenses. Employee will be paid at the rate of pay for said job description, subject to the other provisions of this contract. Employees must be approved for driving in the designated capacity by Township's insurance carrier. Drivers are subject to random drug testing as required by law should they accept funds for additional motor vehicle licenses.
- B) All employees required to possess a CDL license will receive \$300, subject to the provisions listed above in A-1 through A-2. This compensation shall be added to their base salary beginning January 1, 2005 and continued annually.
- C) All employees required to possess an Omnibus license will receive \$200, subject to the provisions listed above in A-1 through A-2. (Those possessing both licenses would receive \$500 total.) This compensation shall be added to the base salary and continued annually. This provision will take effect January 1, 2005.
- D) This compensation is a one-time addition to the base salary that shall be continued annually. Those who become eligible in subsequent years shall comply with the provisions of A-1 through A-2 as listed above.



AGREEMENT

BETWEEN THE TOWNSHIP OF MOUNT LAUREL AND THE CHIEF

AND DEPUTY CHIEF OF POLICE

JANUARY 1, 2005 – DECEMBER 31, 2008

RECEIVED  
MAY 17 2005  
MT. LAUREL TOWNSHIP  
FINANCE DEPARTMENT

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## ARTICLE I – RECOGNITION

A. The Township of Mount Laurel (hereafter referred to as “The Township”) hereby recognizes the Deputy Chief of Police and the Chief of Police as the exclusive collective bargaining agent for all sworn officers of the same rank employed by the Township of Mount Laurel.

B. The title of Chief shall be defined to include the plural as well as the singular and to include males and females. Wherever appearing in this Agreement, reference to “Chiefs” shall mean and include Deputy Chief of Police and Chief of Police unless such reference is specifically qualified or limited by the clear sense of the associated contract language.

## ARTICLE II - MANAGEMENT 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 laws and Constitution of the State of New Jersey and of the United States of America, including, but without limiting, the generality of the foregoing, and the following rights:

1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;

2. To hire all employees, subject to the provisions of the New Jersey Department of Personnel; 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 for good and just cause according to the Department of Personnel, State of New Jersey laws.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection herewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States of America.

## ARTICLE III - MAINTENANCE OF OPERATIONS

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

B. In the event of a strike, slowdown or walkout, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for disciplinary action up to and including termination of employment of such employee or employees with due process of law.

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

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek injunctive relief from damages in the event of such breach by the Chiefs or its membership.

E. The Township agrees it shall not engage in any lockout of any department personnel during the term of this Agreement

**ARTICLE IV – SEPARABILITY**

A. If any part of this Agreement is nullified through an act of the Legislature of the State of New Jersey or the courts of the State of New Jersey, all other Articles of this Agreement will remain in full force and effect.

**Article V – BASEPAY**

Year	Deputy Chief	Chief
2005	\$	\$125,737.00
2006	\$	\$130,766.00
2007	\$	\$135,997.00
2008	\$	\$141,437.00

A. Whenever it shall be necessary to determine an hourly rate, the hourly rate shall be computed by dividing the appropriate annual salary, by 2080.

1. “Appropriate annual salary” is the salary set forth above.

**ARTICLE VI – OVERTIME**

A. The Chiefs will not receive compensation for overtime worked.

B. The Chiefs shall be assigned a Township motor vehicle for the purpose of responding to and from work to conduct Township Police Business. The Deputy Chief and Chief are permitted to drive home in their regularly assigned Township owned vehicle and may use it to return to duty. No unofficial use of such vehicle is permitted with the exception that the Deputy Chief and Chief may use it during the hours they are subject to being called to duty.

C. Five (5) days compensatory time will be given annually to the Chiefs, because of their standby time. If scheduling precludes use of compensatory time, the Chiefs will be paid the value of any unused days at straight time rates.

**ARTICLE VII – HEALTH BENEFITS**

A. The Township assumes the full cost of the health care coverage, said coverage shall be obtained through and administered by the New Jersey State Health Benefits Program.

B. The Township will assume fifty percent (50%) of the costs of Dental Plan and Prescription Drug Plan Benefits with the employee assuming the costs of the remaining fifty percent (50%) through payroll deduction. The Township shall make necessary arrangements to maintain the plans in effect at coverage levels equivalent to those presently in force at the time of this Agreement until no later than December 31, 2005. Not later than January 1, 2006, Dental Plan and Prescription Drug Plan insurance coverage’s will be obtained and administered through the New Jersey State Health Benefits Program. The Chiefs agrees to change co-payments for prescription drugs to \$1 co-payment for generic drugs and \$5 co-payment for brand name drugs as provided in SHBP.

- C. The Township will assume fifty percent (50%) of the cost of Optical plan coverage with the employee assuming the costs of the remaining fifty percent (50%) through payroll deduction.

#### **ARTICLE VIII - BEREAVEMENT LEAVE**

- A. Bereavement leave, without loss of regular pay, shall be granted to employees covered under this Agreement for death in the family up to a maximum of two (2) working days, and for death in the immediate family up to a maximum of five (5) working days. One of the aforementioned days shall be that of the funeral. For the purpose of this Article, death in the family is defined as brother, sister, grandparent or parent-in-law. Death in the immediate family is defined as spouse, parent, or child.
- B. Bereavement leave, without loss of regular pay, shall be granted to all members for the death of a spouse or former spouse up to a maximum of eight (8) consecutive working days, while care of a minor child is arranged.

#### **ARTICLE IX - VACATION LEAVE**

- A. The Chiefs shall be entitled to an annual vacation as follows:
1. Thirteen (13) working days for employees with two (2) to ten (10) years of service;
  2. Sixteen (16) working days for those with eleven (11) to fifteen (15) years of service;
  3. Nineteen (19) working days for those with sixteen (16) to twenty (20) years of service; and
  4. Twenty-one (21) working days for employees with twenty (20) or more years of service.
- B. The Chiefs are guaranteed that at least one (1) week of his vacation will occur between June 1 and September 6 during the years this Agreement is in force.
- C. In addition to the vacation enjoyed by the Chiefs as per paragraph A of this Article, each member is entitled to three (4) personal days vacation. No personal day, which is taken pursuant to this Subparagraph C, shall be cumulative from year to year unless approved by the Chief in the case of the Deputy Chief and the Township Manager in the case of the Chief. Additionally, there shall be no pay in lieu of such personal day. Each and every personal day not taken by the employee during the calendar year will be lost as of January 1 of the following year. All personal days must be requested pursuant to Departmental policies regarding the filing of vacation requests.

#### **ARTICLE X - MILITARY LEAVE**

- A. Military Leave will be granted as provided for under Section 40-15H of the Township Personnel Ordinance and as per applicable Rules and Regulations of the New Jersey Department of Personnel, the State of New Jersey and the United States of America.

#### **ARTICLE XI - HOLIDAYS**

The Township holidays shall be:

1. New Year's Days
2. Martin Luther King's Birthday
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day

7. Labor Day
8. Columbus Day
9. Thanksgiving Day
10. Friday following Thanksgiving
11. Christmas Eve
12. Christmas Day
13. Floating Holiday

#### **ARTICLE XII - SERVICE RECORDS**

- A. Once a year, during normal working hours, all members shall be permitted to review their Personnel Files. At least three (3) working days notice will be given to the Township Manager's Office.
- B. The members have the right to one (1) interview with the psychologist to review their psychological report at the expense of the Township. In the event of a subsequent psychological report, the members will be entitled to an additional interview with the psychologist at the expense of the Township.

#### **ARTICLE XIII - LAYOFF AND DISCHARGE**

- A. Any formal layoff proceeding taken or initiated by the Township will be done on the basis of seniority in accordance with the State of New Jersey Department of Personnel.

#### **ARTICLE XIV - TRANSPORTATION**

- A. The Township shall reimburse members at the rate of \$.32 per mile for two (2) trips to and from the location of any school where the employee is staying for five (5) days, and for four (4) trips to and from the location of any school where the employee is staying for ten (10) days.
- B. Overnight accommodations provided by the Township and provision of a Township vehicle will eliminate mileage payments.

#### **ARTICLE XV - JUST CAUSE**

- A. No officer shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of occupational advantage, or given an adverse evaluation of his services without just cause.
- B. Any such action asserted by the Township Council in Paragraph A, above, shall be subject to the Grievance Procedure herein set forth.

#### **ARTICLE XVI - CONTRACT ADMINISTRATION AND ENFORCEMENT; GRIEVANCE PROCEDURE**

- A. Purpose
  1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as possible.
  2. Nothing herein contained shall be construed as limiting the right of the employee having a grievance, to discuss this matter informally with any appropriate member of the department or township supervisory staff and having the grievance adjusted.
- B. Definition

1. The term "grievance" as used herein, means any controversy arising over the interpretation, application or violation of policies, agreements and administrative decisions affecting the terms and conditions of employment covered under this Agreement and may be raised by either member, at the request and on behalf of an individual or group of individuals, or the Township.

C. Contents of a Grievance

1. The written statements made by an aggrieved party in a grievance shall:
  - a. Specifically state the essential facts constituting the controversy,
  - b. State the relief sought,
  - c. Contain a concise procedural history of the grievance including any decisions that may have been rendered or actions that may have been taken in previous steps.

D. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving a grievance between the parties covered by this Agreement, with the exception of a Township initiated grievance, which will proceed in accordance with Section E hereafter.

The following steps (1 through 4) shall be followed in their entirety unless any step is waived, in writing by mutual consent: of the parties, in all cases other than a Township initiated grievance; the failure to proceed in a timely way to the next step of a grievance is a conclusive presumption of the abandonment of the grievance. Failure to respond in a timely fashion to the next step of a grievance by a party is conclusive presumption that the relief sought is granted. An extension of time to file or respond to grievance will be considered, if the request for an extension is filed in writing stating the reason for the request. If the extension is granted, the extension shall be limited to the same number of days originally allowed for response at the relevant step. If the extension is not granted, the period will be extended from the time period between receipt of the request and delivery of the response to the parties actually involved.

Step #1: The aggrieved party shall institute action by filing a written statement to his immediate Supervisor. (Deputy Chief to the Chief, Chief to Township Manager.) This shall be done no later than ten (10) days after the event, giving rise to the grievance. An earnest effort shall be made to settle the differences between the aggrieved parties, within ten (10) days of the filing of the grievance.

Step #2: If the aggrieved party is not satisfied with the handling or the results of the grievance at the First Step, and such grievance concerns the interpretation, application or alleged violation of this Agreement only, the aggrieved party may make a written request for a Second Step meeting within five (5) calendar days after the answer is received from the aggrieved party's immediate supervisor as required in the First Step. The Township Manager or his/her designee shall set a meeting within ten (10) calendar days after the written request for such Second Step meeting. Second Step meeting shall be between the Township Manager and/or his/her designee, the Deputy Chief. The answer, in writing, by the Township Manager or his designee shall be given to the aggrieved party. If the Chief has a grievance involving the Township Manager or his policies, they will bypass the Second Step and proceed to the Third Step.

Step #3: If the aggrieved party is not satisfied with the handling or the results of the grievance procedure at the Second Step, he/she may, within five (5) calendar days after the answer is received from the Township Manager or designee, notify, in writing, the Township Manager that he/she wishes to have the Township Council rule on the grievance in question. A meeting shall be established within twenty (20) days after the Township Manager, or his/her designee, has received the request that the Township Council rule on the matter. At such meeting, the aggrieved party may appear with a representative, if such representative is

requested to be present by the aggrieved party. The Township Council's response to the grievance in this Third Step shall be delivered to the aggrieved party within ten (10) calendar days after the meeting.

Step #4:

a. If the aggrieved party is not satisfied with the decision of the Township Council, such person may, within five (5) calendar days, request, in writing, that the matter proceed to arbitration. The arbitrator shall be chosen in accordance with the rules of the New Jersey Public Employment Relations Commission (PERC).

b. However, no arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the Township Council. In the event the aggrieved party elects to pursue the New Jersey Department of Personnel Procedures, the arbitration hearing shall be canceled, the matter withdraw from PERC and the MLSOA shall pay whatever costs may be incurred in processing the case to PERC.

c. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall further be bound by the laws of the State of New Jersey and of the United States. The Arbitrator shall not add to, modify, detract from or alter in any way the provisions of this Agreement. In rendering this written decision, the Arbitrator shall indicate his findings of fact and reasons for making his decision. The Arbitrator's findings will be binding on both parties to the contract.

E. Township Grievances

A. Grievances initiated by the Township shall be filed directly with the Deputy and Chief of Police within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after the filing of the grievance between the representatives of the Township and the Deputy and Chief of Police in an earnest effort to adjust the differences between the parties. In the event the matter is not resolved, the Township may proceed to arbitration.

**ARTICLE XVII - SICK TIME**

A. The Chiefs are entitled to fifteen (15) sick days per year. Sick days are days off for illness without loss of regular pay. Sick days are cumulative throughout an employee's career with no maximum number of days that can be accumulated.

B. Each member covered by this Agreement shall have the option to sell back to the Township ten (10) unused sick leave days per year valued at their current daily rate subject to the following conditions:

1. The member has used no more than five (5) days sick leave during the year;
2. The member must have at least ten (10) days sick leave remaining available for use as of December 31 after the days sold back are subtracted,
3. The Township shall make payment for sick leave sold back no later than the third pay in January.

**ARTICLE XVIII - SEPARATION, DEATH AND RETIREMENT**

A. Should an employee become permanently disabled, he may sell back fifty percent (50%) of his unused sick leave to a maximum of thirty (30) days.

B. The Township will assume the full cost of coverage set out in Subparagraph A of Article VII of this Agreement for the following classes of employees and/or their families:



1. Families of deceased members of the Police department whose death arose out of and in the course of employment within the meaning of the New Jersey Police and Fire Retirement System,

2. Retired members and their families in the event that retirement was based upon disability arising out of and in the course of employment within the meaning of the New Jersey Police and Fire Retirement System;

3. Deputy Chief and Chief retiring for service under the provisions of the New Jersey Police and Fire Retirement System. Under this subsection, such coverage will cease as follows:

a. Employees of the Police Department on or before 12/31/85, thirty-six (36) months after retirement;

b. Employees of the Police Department on or after 1/1/86, eighteen (18) months after retirement.

C. The benefits provided in this Article, Subsection D, above, are to be received by those persons enumerated in Subsection D, only so long as those receiving the benefit do not receive a similar benefit. Benefits to be received by any dependent child or a retired or deceased member of the Police Department is to be received only until such dependent child reaches the age of nineteen years. The word "Family" is agreed to mean the spouse of the employee and the children of the employee.

The recipient of the benefits under Subsection D of this Article are responsible to keep the Township informed of current addresses, ages of dependent children or other information relevant to the maintenance of the benefits. Failure to do so shall not only relieve the Township of any responsibility for coverage or for failure to provide its contribution, but shall also result in permanent ineligibility of the benefits. The recipient shall have thirty (30) days from the date of any change of address, etc. to notify the Township, in writing, of such changes.

D. The Township agrees to provide life insurance coverage, at its expense, for each member covered by this Agreement in an amount of \$50,000.00. *up to*

E. A member who retires between January 1 and June 30 shall receive vacation pay prorated to the date of retirement. A member who retires between July 1 and December 31 shall receive full annual vacation pay for the calendar year of retirement.

#### **ARTICLE XIX - SUPERSEDING CLAUSE**

A. This Agreement supersedes any and all other Agreements, Ordinances and/or Resolutions dealing with working conditions and terms and conditions of employment which are inconsistent with the terms of this Collective Bargaining Agreement.

#### **ARTICLE XX - WORK SCHEDULE; HOURS OF WORK**

A. The parties understand and agree that the standard weekly work schedule for employees covered by this Agreement requires superior officers' services continually throughout the seven (7) day week;

B. The Chiefs normal workweek will be five (5) days on and two (2) days off throughout the year.

**ARTICLE XXI - NON-DISCRIMINATION**

A. The Township and the Chiefs agree that there shall be no discrimination against any Police Officer because of race, creed, color, religion, sex, national origin or political affiliation.

**ARTICLE XXII - COMMUNICABLE DISEASE**

Any member who shall suffer from a serious communicable disease shall be treated with a rebuttable presumption that the disease was contracted on the job. Incident reports will be used to validate such claims.

**ARTICLE XXIII- DURATION AND RENEWAL**

A. The term of this contract or agreement shall be effective January 1, 2001 through December 31, 2004. All provisions of this contract shall remain in force and intact pending the ratification of a successor agreement.

B. The parties shall commence negotiations for the 2005 Collective Bargaining Agreement not earlier than one hundred fifty (150) days prior to the expiration of this Agreement.

ATTEST:

**Township of Mount Laurel**

Gloria Mulvey

By Patricia Halbe  
Patricia Halbe, Chief Executive Officer

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By \_\_\_\_\_  
Deputy Chief of Police

Gloria Mulvey

By Dawoff  
Chief of Police