

**AGREEMENT**

**between**

**THE TOWNSHIP OF PEMBERTON**

**and**

**THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**

**(Supervisory Bargaining Unit, Local 1040)**



**January 1, 2015 through December 31, 2019**

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## **PREAMBLE**

A. This Agreement between the Township of Pemberton (hereinafter referred to as the Employer) and the Communications Workers of America, AFL-CIO, on behalf of CWA Local 1040 (hereinafter referred to as the Union), is the final and complete understanding between the Employer and the Union on all bargainable issues. It has as its premise the intent to promote and maintain harmonious working relationships between the Employer and its employees who are subject to this Agreement in order that more efficient and progressive public service is rendered, and to promote the resolution of disputes at the lowest possible level.

B. The Employer and the Union recognize their respective responsibilities under Federal and State laws relating to fair employment practices. The Employer and the Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled. It is also agreed that verbal/physical harassment of an employee is inappropriate.

## **ARTICLE 1**

### **RECOGNITION AND SCOPE**

A. The Employer hereby recognizes the Union as the sole and exclusive representative for all full-time and regular part-time employees under this Agreement for the purpose of collective negotiations pursuant to the New-Jersey Employee-Employer Relations Act (N.J.S.A. 34:13A-1 *et seq.*), concerning wages, hours and other terms and conditions of employment in the negotiating unit described below:

1. Included: All full-time and regular part-time supervisory titles to include:

Court Administrator	Supervisor of Buildings & Grounds
Recreation Coordinator	Tenured Tax Assessor
Road Repair Supervisor	Tenured Tax Collector
Supervising Mechanic	Water Repair Supervisor

2. Excluded: Managerial executives, confidential employees, police, craft employees, casual employees and all other employees employed by the Employer.

B. Unless otherwise indicated, the terms “employee” and “employees” when used in this Agreement refer to all persons represented by the Union in the above-defined bargaining unit.

C. This Article shall not preclude the addition of new titles, which shall be negotiated only as to bargaining unit placement and salary at the time the new titles are established. The content of job descriptions shall not be negotiated and shall be the Employer's prerogative in accordance with the rules promulgated by the New Jersey Civil Service Commission. Failure of the Employer and the Union to agree on the bargaining unit placement and salary for a new title shall not delay the filling of the position and the payment of the employee(s) serving therein by the Employer.

## **ARTICLE 2**

### **DEFINITIONS**

A. All references to employees in the Agreement designate both sexes, and whenever either gender is used, it shall be construed. to include male and female employees.

B. The term “holiday” means any day so designated under the Article concerning holidays herein or a day especially designated by the Employer herein.

C. An unfair practice is any action of either party as defined in the Amendments of Chapter 303, Public Laws of New Jersey or the Laws of 1968.

D. Full-Time means a minimum of Thirty-Seven and One Half (37.5) hours per workweek,

E. Part-Time means less than Thirty-Seven and One Half (37,5) hours in a workweek.

F. Potential employees are determined by work duties not title. The three categories for designation of essential employees are:

**Inclement Weather** - Employees required to report to work when offices have been closed or have a delayed opening. due to inclement weather and/or adverse conditions. “Weather” essential employees are required to report at their regular starting time.

**Business Continuity** - Employees whose duties and responsibilities are essential to public health, safety or welfare. A department list of “Business Continuity” essential employees may vary based upon the length and nature of the business interruption, i.e., one (1) day, five (5) day, or thirty (30) day. Employees may be required to report to an alternate work location.

**Homeland Security Alert System “Red” Essential** - Employees critical to the delivery of key public services. Employees traveling during a “Red” alert must have credentials/letter attesting to the nature of their critical function.

## ARTICLE 3

### 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, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township

Government and its properties and facilities;

2. To determine the size of the workforce;
3. To establish standards of productivity;
4. To establish standards and levels of service;
5. To determine the means and methods of and the use of personnel for operations;
6. To introduce new or different methods of operations;
7. To direct and manage the work of employees;
8. Subject to the requirements of any applicable civil service laws, to hire, promote,

transfer, assign and retain employees in accordance with qualifications and conditions determined solely by the Township;

9. To determine the content of job descriptions subject only to the requirements of the New Jersey Civil Service Commission;

10. To evaluate the performance of employees;
11. To suspend, discipline, or discharge employees for just cause;
12. To lay off employees subject to the requirements of any applicable laws and

Article 16 of this Agreement;

13. To adopt policies, rules, regulations, and practices; and
14. To take necessary action in. emergencies.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of the policies, rules, regulations and practices in 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 of New Jersey and of the United States.

C. This agreement is the result of extensive negotiations between the Township and the Union, and both parties had the right and the opportunity to submit proposals and to negotiate same. All matters within the scope of bargaining have been negotiated and agreed upon. This written agreement constitutes the full and complete agreement between the parties and supersedes all prior agreements, or understandings between the parties or their representatives, oral or written.

## **ARTICLE 4**

### **UNION RIGHTS**

A. **Access to Workplace.** Union representatives shall have access to employee work areas to investigate grievances and for other purposes related to Union representation. Non-employee Union representatives shall notify the Township Business Administrator and obtain permission prior to entering the premises.

B. **Union Bulletin Boards.** The Employer will provide a bulletin board in Township Hall to be used exclusively by the Union for notices and other information to employees. Such notices shall be signed by the Union President or his or her designee prior to posting and must be on Union letterhead. Notices of a political nature and notices disrespectful to the Township or officials of the Township shall not be posted on said bulletin boards.

C. **Distribution of Union Information.** Subject to Paragraph A above, Union representatives may distribute information concerning legitimate Union business during non-work time (non-working time for any employees involved).

D. **New Hires.** A Union Representative shall be allowed 30 minutes during the



orientation of newly hired employees in bargaining unit positions to provide information regarding the Union.

E. **Union Time.** The Township agrees to grant a total of five (5) days off per calendar year without loss of pay, as well as five (5) unpaid days off, for use of employees, designated by the Union, to conduct any Union business. Such days shall not accumulate from year to year. Time off must be approved by the employee's supervisor. The unpaid days set forth herein must be used in full day increments for a given employee.

F. **Witness Time.** The Township shall grant time off without loss of pay for any employee called as a witness by and on behalf of the Township in any administrative or court hearing.

## **ARTICLE 5**

### **NON-DISCRIMINATION**

The Employer and the Union duly understand and agree that there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, sexual preference, statutorily protected handicap/disability or national origin. It is understood and agreed that any employee who feels discriminated against because of any of the foregoing or because of their political affiliation, union membership and/or protected union activity shall have the issue adjudicated, beyond the first step grievance, through the applicable EEOC, New Jersey Division on Civil Rights, Civil Service Commission, or PERC process.

## **ARTICLE 6**

### **NO STRIKE / NO LOCKOUT**

A. During the term of this Agreement, the Union agrees that its goals and purposes are such that it does not condone strikes by bargaining unit employees or work stoppages, slowdowns, or any such actions which would interfere with service to the public or violate the constitution or laws of the State of New Jersey.

B. The Employer agrees that there shall be no lockout of employees during the term of this Agreement.

## **ARTICLE 7**

### **LABOR-MANAGEMENT MEETINGS**

A. A committee consisting of the Employer and Union Representatives may meet for the purpose of reviewing the administration of the Agreement and to discuss problems which may arise there from. For the purpose of this Agreement these meetings, which shall not exceed four (4) per year except upon mutual consent, are intended as a means of fostering good and sound employment relations through communications between the parties.

B. Either party may request a meeting and shall submit a written agenda of topics to be discussed seven (7) days prior to such meeting.

C. A maximum of two (2) employee representatives of the Union may attend such meeting and if held during regular work hours, they shall be granted time to attend without loss of pay. In addition, the Local and/or International Union Representative may attend.

## **ARTICLE 8**

### **DUES AND REPRESENTATION FEES**

A. The Employer agrees to deduct the Union dues from the salaries of its employees, subject to this Agreement, such as deductions shall be made in compliance with N.J.S.A. 34:13A-1 et. seq. and members shall be eligible to withdraw such authority during January and July of each year as prescribed by law.

B. The deduction of full dues shall be made only for each employee who individually requests, in writing, that such deductions be made.

C. The Employer further agrees to deduct, in accordance with P.L. 19.79, Chapter 477, as it relates to the Agency Shop provisions, from the pay of each employee covered by the Agreement who does not furnish a written authorization for deduction of Union dues, a representation fee up to 85% of the Union dues, as may be certified to the Employer by the Union at least thirty (30) days prior to the month in which the deduction of dues is to be made, commencing ninety (90) days after the date of hire of such employee. However, in the event of rehire, such dues shall commence after thirty (30) days of rehire.

D. The amounts to be deducted shall be certified to the Employer by the Union and aggregate deduction of all employees shall be remitted to the Union, c/o Communications Workers of America, Secretary-Treasurer, 501 Third Street, NW, Washington, DC 20001- 2797 by the tenth (10th) day of the month following the calendar month in which said deductions are made, together with a list of names, and the amount of the deduction.

E. COPE DEDUCTIONS: Committee of Political Education - when authorized by the employee.

F. CREDIT UNION DEDUCTIONS: When authorized by the employee.

G. The Union shall indemnify, defend, and hold the Employer harmless against any and all claims, demand, suits or other forms of liability that may arise out of or by reason of action taken by the Employer in reliance upon official notification on the letterhead of the Union of such deductions.

## **ARTICLE 9**

### **GRIEVANCE PROCEDURE**

A. DEFINITION AND PURPOSE. A grievance is an appeal of the application, interpretation or violation of this Agreement or of other written agreements, written policies, or administrative decisions affecting the terms and conditions of employment. Disciplinary actions which are not appealable to the New Jersey Civil Service Commission as a matter of right may be the subject of a grievance. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed. Nothing herein shall be construed as limiting the right of any employee having a complaint to discuss and resolve the matter informally (outside of the grievance procedure set forth below) with any appropriate management representative, provided such resolution is expressly approved by the Business Administrator or the Mayor where required.

#### **B. GENERAL PROVISIONS**

1. There will be no loss of pay for time spent in presenting the grievance by the grievant(s), an employee Union representative, or any witnesses that may be called to testify. Management may exclude employee witnesses if their testimony would not be relevant. Meeting dates and times will be scheduled mutually by the parties.<sup>6</sup>

2. Grievances will be initiated at the lowest level of the grievance procedure in which

the management representative has authority to adjust the matter. Steps of the grievance procedure may be skipped by mutual consent, in writing, and time limits for filing or replying to grievances may likewise be extended by written agreement of the parties.

(3) Grievances will be presented exclusively by the Union, except that if the Union declines to present a grievance on behalf of an employee, the employee may present the grievance as an individual at the lowest applicable step.

C. STEPS OF THE GRIEVANCE PROCEDURE. When the Union wishes to present a grievance for itself or for an employee or group of employees, such grievance shall be presented as follows:

**Step 1.** Within 15 working days of the event giving rise to the grievance, or within 15 working days after the grievant had actual or constructive knowledge of such event, the Union shall present the grievance in writing to the Department Director. The Department Director shall answer the grievance within seven (7) working days.

**Step 2.** If the grievance is not resolved at Step 1 or if no answer has been received within the time set forth in Step 1, the Union shall present the grievance within 10 working days in writing to the Township Business Administrator. At the Union's request, a meeting will be held to present the grievance and discuss the issues. The Township Business Administrator shall answer the grievance in writing within fifteen (15) working days after receipt of the grievance setting forth the decision of the Employer.

**Step 3.** If the grievance is not resolved at Step 2 or if no answer has been received by the Union within the time set forth in Step 2, the grievance may be presented in writing within ten (10) working days to the Mayor. The final decision of the Mayor shall be given to the Union in writing within twenty (20) working days after the receipt of the grievance.

Step 4. If the grievance has not been settled by the parties at Step 3 of the grievance procedure or if no answer in writing by the Mayor has been received by the Union within the time provided in Step 3, the Union may invoke arbitration as set forth below.

D. ARBITRATION. Any grievance not resolved by the grievance procedure may be referred to arbitration as hereinafter provided not later than thirty (30) days from the decision at Step 3 of the grievance procedure; provided, however, that arbitration shall be limited to alleged violations of this Agreement and provided further that warnings, reprimands, and major disciplinary actions that are appealable of right to the Civil Service Commission shall not be subject to arbitration.

E. The Union may institute arbitration proceedings when the grievance procedure has been exhausted by requesting the Public Employment Relations Commission to appoint an arbitrator to hear the dispute in the manner set forth in the Rules of the Public Employment Relations Commission. A copy of said request shall be forwarded to the Business Administrator.

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

G. The Township and the Union shall be limited to placing one (1) issue before an arbitrator at any one time except by mutual written consent of the parties. The arbitrator shall be bound by the provisions of the Agreement and restricted to the application of facts presented to him or her involved in the grievance. The arbitrator shall not have the authority to add to, modify, subtract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The Arbitrator shall set forth his or her findings of fact and reasons for making the award within thirty (30) calendar days after the conclusion of the arbitration hearing,

unless agreed to otherwise by the parties.

H. The arbitrator's decision shall be final and binding on all parties to the extent permitted by, and in accordance with applicable law and this Agreement.

I. In any case where the subject matter of a grievance as defined herein is appealable through either the grievance procedure or an appeal procedure established by the New Jersey Civil Service Commission, resort to one procedure shall preclude the employee and/or the Union from resorting to the other procedure.

## **ARTICLE 10**

### **DISCIPLINE**

A. Major disciplinary actions of permanent employees or employees in their working test period shall be addressed in accordance with Civil Service rules. Upon receiving a Preliminary Notice of Disciplinary Action, employees shall have 10 days to request a departmental hearing, at which they may be represented by a steward or other Union representative. Minor disciplinary actions shall be appealable through the grievance procedure.

B. Discipline of an employee shall be imposed only for just cause in accordance with Civil Service Rules and Regulations. The Employer will discipline employees in such a manner so as to not unduly embarrass the employee in front of the public or other employees.

C. No anonymous document or complaint, unless the allegations contained therein are verified by independent investigation, shall be used or made against any employee.

D. Employees who have not completed the working test period and are subjected to disciplinary action shall have the right to grieve the matter up to a Step One grievance determination, but not to arbitration.

E. Discipline shall only be imposed on an employee for just cause and shall be progressive; however, it is understood that progressive discipline includes the concept that more serious offenses may merit more severe penalties.

F. The Employer shall provide a copy of any Preliminary Notice of Disciplinary Action or Notice of Minor Disciplinary Action to the employee and a union steward and a copy shall be sent to the Local Union office simultaneously.

G. Major disciplinary actions are defined as suspension or fine of more than five (5) days at one time; calendar year or suspensions or fines which in the aggregate are more than fifteen (15) days pay in one calendar year; demotion; discharge. Fines may only be used in accordance with decisions of the New Jersey Civil Service Commission.

H. Minor disciplinary actions are defined as suspension of one (1) through five (5) days; fines of up to five (5) days pay; official written reprimands.

I. Appeal procedures for permanent career service employees (including provisional or probationary employees), shall be to the New Jersey State Civil Service Commission, pursuant to Civil Service Rules. Such appeal must be received by the Civil Service Commission within twenty (20) calendar days after the date of the receipt of the decision rendered by the Employer. The Civil Service Commission's rules and law promulgated thereunder shall govern the disposition of such a request or petition. Discipline and appeals for the Tax Collector and Tax Assessor who have a specific statutory tenure or appeals procedure other than Civil Service shall be conducted pursuant to such statutory procedure rather than any procedure set forth in this Agreement.



**ARTICLE 11**  
**CIVIL SERVICE RULES**

The Administrative and Procedural provisions and controls of the Civil Service Law and the Rules and Regulations promulgated thereunder are to be observed in the administration of this Agreement, except and to the extent that this Agreement pertains to subjects not therein contained. It is explicitly understood that certain job titles may not fall under civil service protection.

**ARTICLE 12**  
**PROMOTION**

A. Promotion qualifications and procedures for permanent career service employees are governed by the Civil Service Commission pursuant to Statute and Rules Regulations promulgated thereunder. It is explicitly understood that some job titles may not be subject to civil service rules and procedures.

B. Promotion means a title change with an increase in salary or a title change with a decrease in hours worked but salary stays the same.

C. Upon promotion of a permanent employee, all sick leave, vacation and administrative leave balances shall be retained by the employees.

D. Upon promotion, an employee shall be informed of his/her new rate of compensation at least one (1) week in advance of the effective date.

E. Pursuant to tile requirements of the Civil Service Commission, provisional promotional appointments shall be made only in cases of emergency or when no complete employment list exists. Where such appointments are made, the Civil Service Commission will

take the necessary steps to promulgate a list appropriate to the position in keeping with its rules and regulations as soon as possible. If requested by the Union, but not more frequently than quarterly, the Employer agrees to provide a list of then current provisional appointments.

F. When an employee is given an opportunity on a trial or provisional basis to qualify for promotion by serving in a new classification, his/her permanency in his/her regular permanent job classification shall be continued during such trial or provisional period and he/she shall have the opportunity to return to such permanent classification in the event the promotional opportunity shall not become permanent, provided there is no discharge action for cause.

## **ARTICLE 13**

### **JOB POSTING**

The Township shall post employment announcements pertaining to newly created positions and vacancies on an official Employment Announcement bulletin board located in the Municipal Building, 500 Pemberton-Browns Mills Road. A copy of each employment notice shall also be provided to CWA Local 1040's shop steward. The posting of employment announcements on the official Employment Announcement bulletin board shall occur no later than the date on which the Township commences the recruitment process. Current employees who submit an employment application no later than the closing date will not be unreasonably denied the opportunity to be interviewed by the appointing authority or the appointing authority's designee. The Township will notify CWA Local 1040's shop steward of appointments to newly created positions and vacancies.

## **ARTICLE 14**

### **SENIORITY**

A. In all cases of promotions, demotions, layoffs, recalls, vacation schedules and choice of shifts, or other preference; e.g., equipment, training, etc., the employee with the greatest amount of seniority shall be given consideration provided that the employee has the requisite ability and qualifications. In the case of a dispute regarding this paragraph, written justification may be requested.

B. Under the terms of this contract, unless regulated by the New Jersey Civil Service Commission, the term “seniority,” for the purpose of contract-related issues, means the greater length of service that one employee has over another employee starting with his/her date of hire.

C. The following shall constitute a break of service for purposes of seniority: resignation, separation for just cause, retirement, RIF if not recalled in twelve (12) months, failure to report after leave or acceptance of other employment while on leave.

## **ARTICLE 15**

### **SUBCONTRACTING OF WORK**

The Employer shall notify the Union of any instances of subcontracting, and meet and discuss same, whenever it becomes apparent that a layoff or job displacement of unit members may result.

## **ARTICLE 16**

### **LAYOFF AND RECALL**

Layoffs and Recalls shall be conducted in accordance with the regulations of the New Jersey Civil Service Commission (N.J.A.C. 4:8). When it is necessary to have a layoff or a reduction in

force (RIF), the union shall be notified as far in advance as possible or at least when the State is notified. All layoff and RIF notices given to employees shall be copied to the local union.

## **ARTICLE 17**

### **SALARIES**

**A. Across-the-Board Salary Increases.** Bargaining unit employees will receive the following across-the-board increases in their base salaries: April 1, 2015, 2%; January 1, 2016, 2%; January 1, 2017, 2%; January 1, 2018, 1.65%; January 1, 2019, 1.5%. These increases are also reflected in the salary schedules set forth in Appendix 1 of this Agreement.

**B. Salary Steps.** Each employee shall be on a step of the salary range corresponding to his or her job title as set forth in Appendix 1. The Township shall have discretion to place new hires on any step on the guide for the position for the applicable year. Employees promoted into a bargaining unit position shall be initially placed on the step guide for the applicable year as follows: the employee shall be placed no lower than the step which is at least equal to the employee's salary immediately prior to his or her promotion. Employees who are not on the maximum step (Step 6) of their range will increase to the next step annually as of the anniversary date of their date of hire.

## **ARTICLE 18**

### **LONGEVITY**

A. For the term of this Agreement, all full-time permanent employees, in addition to their annual salaries, shall be paid the specified percentages of longevity as follows:

1. After five (5) continuous years of service = 4%

2. After ten (10) continuous years of service = 6%
3. After fifteen (15) continuous years of service = 8%

## **ARTICLE 19**

### **HOURS OF WORK**

A. The normal work week for employees covered by this Agreement shall be Monday through Friday, with the normal hours of work being 8:00 a.m. to 4:30 p.m., with the exception that the normal work hours for public works employees shall be 7:00 a.m. to 3:30 p.m. Employees shall have a 40-hour workweek, except that the Tenured Tax Assessor may work a part-time schedule consisting of 20 hours per week.

B. It is the expectation of the parties that the employees covered by this Agreement shall generally be present during the normal work days during the applicable normal work hours; however, the parties recognize that these employees are salaried exempt employees whose work shall often require work outside of the normal work hours.

C. It is also the expectation of the parties that employees are generally entitled to take a lunch break of up to one hour; however, the parties recognize that due to job responsibilities, employees may be required to curtail or skip lunch, depending on the circumstances. Employees may also take occasional breaks during work hours.

## **ARTICLE 20**

### **OUT-OF-TITLE WORK**

A. Assignments of employees to a higher job title because of a position vacancy due to extended leave for reasons such as disability, leave of absence, or termination shall be compensated at a rate of pay which would be equal to the rate the employee would receive if he

or she were promoted to the higher job title, when such assignment in a particular position is made for more than 10 consecutive regular work days. After a job vacancy exists for more than 10 consecutive regular work days, the employee assigned to that position shall receive the applicable higher rate of pay retroactive to the commencement of the assignment.

B. This provision is not applicable to temporary assignments caused by vacations, holidays, personal days or short-term illnesses of less than or equal to 10 consecutive regular work days. It is not the Township's intention to rotate such assignments solely for the purpose of circumventing this benefit.

C. Assignments of out-of-title work shall be made at the discretion of the Township Business Administrator, or the Township Business Administrator's designee.

D. For the purposes of this Article, a higher job title shall be defined as a job title with a higher maximum base rate of pay than the employee's regular job title.

## **ARTICLE 21**

### **FLEX TIME**

Flex time may be granted for hours worked outside of the normal work hours, with prior approval from the Administrator or his/her designee. Flex time is not meant to be hour for hour compensation and must be used in a reasonable time period not to exceed two weeks from the time of the event.

## **ARTICLE 22**

### **TRAVEL AND MEAL ALLOWANCE**

A. **Mileage Reimbursement.** An employee required to use his or her own personal

vehicle for Township business (which shall not include the mileage associated with the employee's normal commute) shall be reimbursed at the standard IRS Mileage Reimbursement Rate applicable at the time of travel.

**B. Meals During Emergency Overtime.** The Township shall provide each employee who is required to work on an emergency basis with a meal allowance of not more than ten (\$10.00) dollars unless a meal in lieu of a meal allowance is provided. An employee shall be entitled to the aforementioned meal during the emergency at the end of four (4) hours of continuous work outside the employee's normal work day if such work assignment shall be for a duration of five (5) or more hours. No hours of work performed. at home shall be considered under this provision.

## **ARTICLE 23**

### **HOLIDAYS**

A. All employees covered under this Agreement shall celebrate the following paid observed holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day
Good Friday	Thanksgiving Day
Easter Monday	Friday after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

1. Holidays that fall on Saturday shall be celebrated on the preceding Friday. Holidays that fall on Sunday shall be celebrated on the following Monday.

2. Any employee who is required to work on a holiday shall receive premium pay at one and one-half times the employee's regular hourly rate of pay (regular rate to equal annual salary divided by 2080) in addition to the employee's regular pay at straight time for the holiday.

3. In order to qualify for holiday pay, employees must work their scheduled workdays immediately preceding and immediately following the holiday or holiday weekends unless on a scheduled or vacation day or is excused by the Mayor or Business Administrator. Employees who are on a leave of absence without pay will not be eligible for holiday pay.

4. Holiday premium pay referred to in subparagraph B of this Article shall not be included in calculation of payments to the retirement system, nor be considered as part of base salary.

## **ARTICLE 24**

### **VACATIONS**

A. The number of years of service to the Township for purposes of vacations will be determined as of January 1st of each year. Vacation during the first and last years of service will be prorated based on service from/through the date of appointment/date of termination.

B. All employees shall be granted annual vacation leave based upon the following schedule:

<b>Years of Service</b>	<b>Annual Vacation Hours Earned</b>
Date of hire through the third (3rd) year of service	12 vacation days
Beginning of fourth (4th) year through tenth (10th) year of service	15 vacation days
Beginning of eleventh (11th) year through fifteenth year of service	20 vacation days
Over fifteen (15) years' service	25 vacation days

C. Vacation leave shall be scheduled for the mutual convenience of the Township and its employees. Vacation shall be scheduled with the approval of the Department Head and the



Township Business Administrator, so as not to interfere with the efficient operation of the Departments.

D. If in any calendar year vacation leave is not used, the unused vacation leave for that year shall be used during the next succeeding year only.

E. Vacation time may be used in whole or half day increments.

## **ARTICLE 25**

### **SICK LEAVE**

A. Sick leave may be used by employees who are unable to work because of:

1. Personal illness or injury, including the employee's attendance at his or her own medical, dental or eye examinations or for the employee's attendance at an immediate family member's (as defined below in paragraph (A) (3)) medical, dental or eye examination;

2. Exposure to contagious disease;

3. Care, for a reasonable period of time, of a seriously ill member of the employee's immediate family (that is, the employee's spouse, civil union partner, domestic partner, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household);

4. Death in the employee's immediate family, for a reasonable period of time; or

5. In the case of an employee with a disability, for absences related to the acquisition or use of an aid for the disability when the aid is necessary to function on the job. In such cases, reasonable proof may be required by the Business Administrator.

## B. Crediting of Sick Leave

1. New employees shall only receive eight (8) hours for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and four (4) hours if they begin on the 9th through the 23rd day of the month.

2. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with eight (8) hours for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with one hundred twenty (120) hours. Permanent part-time employees shall be entitled to a proportionate amount of paid sick leave.

3. Paid sick leave shall not accrue during a leave of absence without pay or suspension but shall continue to accrue during a voluntary furlough or furlough extension leave.

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

5. An employee who exhausts all paid sick leave in any one year shall not be credited with additional paid sick leave until the beginning of the next calendar year.

C. 1. When an employee retires in good standing and is not under the duress of removal related to a pending disciplinary action, the employee shall be entitled to be compensated for fifty (50%) percent of his or her accumulated sick leave up to a maximum of \$5,000. However, any employee who, as of December 18, 2003, accumulated more than \$10,000 in sick leave and continuously maintained at least \$10,000 in sick leave through the employee's date of retirement may be reimbursed for fifty (50%) percent of his or her accumulated sick leave up to a maximum of \$10,000.

2. Sick leave shall run concurrently with any leave under the Family and Medical Leave Act or the New Jersey Family Leave Act, at the choice of either the Township or the employee.

D. Verification of Sick Leave

1. An employee shall notify a contact person designated by the pertinent department of any absence due to illness in accordance with the Township's policies and procedures. In case of sudden illness or emergency, exceptions may be granted by the Business Administrator.

2. The Business Administrator may require proof of illness or injury when there is a reason to believe that an employee is abusing sick leave; an employee has been absent on sick leave for five or more consecutive work days; or an employee has been absent on sick leave for an aggregate of more than one hundred twenty (120) hours (15 days) in a 12-month period.

3. When an illness is of a chronic or recurring nature causing occasional absences of one day or less, one proof of illness shall be required for every six-month period. The proof of illness must specify the nature of the illness and that it is likely to cause periodic absences from employment.

4. In case of sick leave due to exposure to a contagious disease, a death in the employee's immediate family or to care for a seriously ill member of the employee's immediate family, reasonable proof may be required by the Business Administrator.

5. The Business Administrator may require an employee to be examined by a physician designated and compensated by the Township as a condition of the employee's continuation of sick leave or return to work.

- (a) Such an examination shall establish whether the employee is capable of performing his or her work duties and whether return to employment would

jeopardize the health of the employee or that of other employees.

- (b) The Township shall schedule the date of the examination in a manner that reasonably assures that it does not cause undue delay in the employee's return to work. Where, through no fault of the employee, the employee's return to work is delayed due to the scheduling of the return to work examination, the employee shall be compensated for each day of such delay. The employee shall also be compensated for the time associated with the examination and travel thereto.

6. Failure to follow sick leave notification and verification procedures may result in a denial of sick leave for that specific absence, be considered an abuse of sick leave and/or constitute cause for disciplinary action.

E. Sick leave is permitted to be used in one-hour increments. Use of sick leave is permitted for medical, dental or eye examinations for employees and members of their immediate family.

#### F. Medical Information

1. In accordance with the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*, information obtained pursuant to this article regarding the medical condition or history of an employee shall be collected and maintained on separate forms and in separate medical files and treated as a confidential medical record, except that:

- (a) Such information shall be available to appropriate Township representatives (e.g., an employee's department head) in connection with inquiries into the ability of an employee to perform job-related functions;
- (b) Supervisors and department heads may be informed regarding necessary

restrictions on the work or duties of the employee and necessary accommodations;

- (c) Authorized first aid and safety personnel may be informed, when appropriate, if the condition might require emergency treatment, or if any specific procedures are needed in the case of fire or other evacuation; and
- (d) Government officials investigating compliance with the Americans with Disabilities Act, or any other Federal or State law prohibiting discrimination on the basis of disability or handicap shall be provided relevant information on request.

## **ARTICLE 26**

### **PERSONAL LEAVE**

A. The Township shall permit permanent full-time employees covered by this Agreement to take up to three (3) personal days per year with pay and permanent part-time employees up to one (1) personal day per year. Personal leave shall be used in half or whole day increments.

B. Employees shall be allowed to request the use of personal leave at any time so long as the scheduling of such leave shall not interfere with the efficient operation of the employee's respective department. The approval of personal leave time shall not be unreasonably denied.

C. Personal leave time shall not accrue from year to year. Any personal leave time not used by an employee by December 31st shall be forfeited and shall not be compensated for by the Township.

## **ARTICLE 27**

### **BEREAVEMENT LEAVE**

Permanent full-time and permanent part-time employees shall be entitled to three (3) paid bereavement leave days to be used to attend the funeral or for mourning due to the death of an immediate family member. These days may be taken consecutively or intermittently within 30 days following the date of death provided that at least one bereavement day is either the date of death or the date of the funeral. The Business Administrator may also grant, in his or her discretion, an exception from the 30-day requirement where the funeral or memorial service takes place outside of this period and or to grant up to two (2) additional days, if needed for the employee to travel to and from the funeral provided that the funeral occurs not more than 30 days from the date of death. Immediate family, as defined for this article, shall include husband, wife, father, mother, brother, sister, child, step-child, ward, legal guardian, grandchildren, grandmother, grandfather, father-in-law, mother-in-law, stepmother, stepfather, son-in-law, daughter-in-law, sister-in-law, and brother-in-law. Failure to use bereavement leave shall not cause the Township to make any payment for such time not utilized and bereavement leave shall not be cumulative in nature.

## **ARTICLE 28**

### **JURY DUTY / WITNESS LEAVE**

Employees covered under this Agreement shall be permitted leave, with pay, when summoned for jury duty or when they are subpoenaed by a Court to appear as a witness in a legal matter except where the employee is a party to the litigation. A written request for such leave

shall be given by the employee to his/her immediate supervisor at least two (2) weeks in advance. If an employee is subpoenaed as a witness in a Court proceeding, forty-eight (48) hours prior to the hearing, a copy of the subpoena shall be given to his/her immediate supervisor, and the employee shall be granted leave with pay to attend the Court proceeding.

## **ARTICLE 29**

### **MATERNITY AND PATERNITY LEAVE**

Maternity and Paternity Leave shall be governed by the applicable New Jersey and Federal laws including the Family Leave Act, N.J.S.A. 34:11B-1 *et seq.*, and the Family and Medical Leave Act, 29 U.S.C. Sec. 2601 *et seq.*, as each may be applicable, and subject to the provisions of Article 30 (FMLA) and Article 31 (NJFLA).

## **ARTICLE 30**

### **FAMILY AND MEDICAL LEAVE ACT (“FMLA”)**

A. Pursuant to federal Family and Medical Leave Act (“FMLA”), employees who have worked for the Township for at least twelve (12) months and for at least 1,250 base hours during the twelve (12) month period preceding the leave shall be eligible to receive an unpaid leave of absence for a period not to exceed twelve (12) weeks in a “rolling” twelve (12) months period measured backward from the date the employee uses any leave under the FMLA.

B. Such leave may be taken only for the birth of a child of the employee, the placement for adoption of a child with an employee or the serious health condition of a family member of the employee, the employee’s own serious health condition, or, for any qualifying exigency (pertaining to the active duty military service or call of certain relatives), as set forth and

defined in the FMLA and its implementing regulations.

C. In accordance with and as limited by the FMLA and its implementing regulations, employees may also be eligible for up to 26 weeks of FMLA leave during a single 12-month period for a spouse, son, daughter, parent, or nearest blood relative caring for a recovering service member. Such leave shall be referred to as Service Member Caregiver Leave. During the single 12-month period in which an employee may use Service Member Caregiver Leave to care for an injured service member, the combined total of FMLA leave that may be taken by the employee for any reason is 26 weeks.

D. An employee taking leave due to their own serious health condition or to care for a family member with a serious health condition may take such leave on a consecutive basis, or when medically necessary, on a reduced leave schedule or intermittently. An employee taking leave for service member caregiver leave or for any qualifying exigencies may take such leave on a consecutive basis, on a reduced leave schedule or intermittently. An employee taking leave for the birth or adoption of a child may take a reduced leave schedule or intermittent leave only at the discretion of the Township and such leave must begin within one (1) year of the birth or adoption. Where an employee takes leave for a situation covered under both the FMLA and the NJFLA, statutory leave time under both laws will run concurrently.

E. Employees shall provide prior notice of any request for FMLA leave, as required by the FMLA and its implementing regulations. As permitted by the Act, the Township may require that the employee provide a certification of a health care provider to ensure eligibility for the leave, as well as any second or third opinions, re-certifications and return to work fitness for duty certifications.

F. Employees may be required to exhaust accrued paid sick time during FMLA leave.



G. This Article and the terms used herein are intended to be defined and interpreted consistent with the FMLA and its implementing regulations. The Township and employees shall have all other rights and obligations set forth in the FMLA and its implementing regulations and the Township may adopt policies consistent therewith.

H. In addition, employees shall have access to the supplementary income benefit, which shall run concurrently.

## **ARTICLE 31**

### **NEW JERSEY FAMILY LEAVE ACT (“NJFLA”)**

A. Pursuant to the New Jersey Family Leave Act (N.J.S.A. 34:11B-1 *et seq.*) (“NJFLA”) employees who have worked for the Township for at least twelve (12) months and for at least 1,000 base hours during the twelve (12) month period preceding the leave shall be eligible to receive an unpaid leave of absence for a period not to exceed twelve (12) weeks in a “rolling” twenty-four (24) month period measured backward from the date the employee uses any leave under the Act.

B. Such leave may be taken only for the birth of a child of the employee, the placement for adoption of a child with an employee or the serious health condition of a family member of the employee, as set forth and defined in the NJFLA and its implementing regulations. An employee taking leave to care for a family member with a serious health condition may take such leave on a consecutive basis, or when medically necessary, on a reduced leave schedule or intermittently.

An employee taking leave for the birth or adoption of a child may take a reduced leave schedule or intermittent leave only at the discretion of the Township and such leave must begin

within one (1) year of the birth or adoption.

C. Where an employee takes leave for a situation covered under both the NJFLA and the federal Family and Medical Leave Act (“FMLA”), statutory leave time under both laws will run concurrently.

D. Employees shall provide prior notice of any request for NJFLA leave, as required by the Act and its implementing regulations. As permitted by the Act, the Township may require that the employee provide a certification of a health care provider to ensure eligibility for the leave, as well as second or third opinions, re-certifications and return to work fitness for duty certifications.

E. Employees may be required to exhaust accrued paid sick time during NJFLA leave.

F. This Article and the terms used herein are intended to be defined and interpreted consistent with the NJFLA and its implementing regulations. The Township and employees shall have all other rights and obligations set forth in the NJFLA and its implementing regulations, and the Township may adopt policies consistent therewith.

G. In addition, employees shall have access to the supplementary income benefit, which shall run concurrently.

## **ARTICLE 32**

### **CELL PHONES**

The Township shall maintain and provide a cell phone to employees required to regularly work outside of Township offices. The Township shall annually set a list of employees subject to this provision, to be negotiated with the Union prior to finalization.

## **ARTICLE 33**

### **SAFETY AND HEALTH**

A. The Employer shall, at all times, maintain safe and healthful working conditions for its employees and will provide employees with appropriate safety devices, which may be available upon request to the Employer. When such materials are issued, it is the employee's obligation to use them.

B. The Employer shall provide employees with protective wearing apparel to include eye, ear, head, foot and body protection, tools and other appropriate safety devices, which may be available upon request. When such materials are issued, it is the employee's obligation to use them. Tools, when issued by the Employer for use on the job, shall remain with the employee regardless of location or project assigned. All tools issued to employees become his/her responsibility and must be returned to the Employer.

C. The Employer and the Union agree to designate a member each to meet periodically to review unsafe and unhealthful conditions, the availability of appropriate safety devices and to make recommendations to either or both parties as a Management/CWA Safety Committee. It shall be the joint responsibility of the Committee to investigate and correct unsafe and unhealthful conditions. Upon receipt of a complaint, the Employee Union Committee member shall be permitted reasonable opportunity to visit the work area of the Employer's facilities for the purpose of investigating safety and health conditions during work hours with no loss of pay, having cleared his/her absence with the supervisor.

## ARTICLE 34

### EDUCATIONAL TUITION REIMBURSEMENT

#### A. Courses and Educational Training Programs:

1. Subject to the conditions set forth in this Article, tuition shall be reimbursed by the Township for College level courses and educational training courses in which the employee maintains a “B” or better average or a passing grade for those courses which are required to be graded “Pass/Fail.” All courses for which reimbursement may be made must be approved by the Mayor or Business Administrator in advance and must either be directly related to the current work responsibilities of the employee or be taken as part of a curriculum leading to a degree directly related to the current work responsibilities of the employee.

2. At the discretion of the Mayor or Business Administrator, reimbursement for courses directly related to a foreseeable need of the Township or taken as part of a curriculum leading to a degree directly related to a foreseeable need of the Township, may be approved.

3. Approval for each course for which reimbursement is sought must be obtained prior to the commencement of the course.

4. Upon successful completion of the college level course and educational training courses approved pursuant to Section A, and upon presentation of appropriate verification, the Township will reimburse the employee for the cost of required books purchased for those courses.

5. Tuition reimbursement under this Article shall be limited to two (2) courses (not to exceed eight (8) credits) per employee per calendar year. Further, tuition reimbursement shall be limited, on a per credit basis, to the published credit cost for New Jersey residents as published by Rutgers University. Rutgers University rates will be reviewed on an annual basis and adjusted accordingly.

**B. Fees for Certification Programs, Continuing Education Credits, or Licenses**

1. The Township shall reimburse the cost of fees for all certification programs, continuing education credits, or licenses required by an employee to maintain any license, permit or certification required by the Township for the employee's position.

2. The Township shall not be required to reimburse any employee for any costs of obtaining any license, permit or certification which is required for the employee to be eligible for their initial position or any promotional opportunity within the Township.

3. An application for reimbursement must be submitted to the Township on a form provided by the Township. Reimbursement shall be contingent on successful completion of the program or obtaining the continuing education credits or licenses for which reimbursement is sought.

**ARTICLE 35**

**PRINTING AGREEMENT**

A. Within thirty (30) days after the end of negotiations the typing of proof copy shall be completed by the designated party. Following thirty (30) days thereafter, both parties will have completed the proof reading. Upon mutual agreement to the accuracy of its content, the parties will sign the contract.

B. Within thirty (30) days after the signing of this Agreement, the Union will reproduce this Agreement in sufficient quantities so that each employee shall receive a copy, and so that there are sufficient, additional copies for distribution to employees hired during the term of this Agreement and for additional copies to the Employer. The Union shall distribute such copies of the Agreement to all employees in the unit and to the Employer within a reasonable period of time after the Agreement has been executed.

## **ARTICLE 36**

### **EFFECT OF LAW**

A. **LEGISLATIVE ACTION.** If any provisions of this Agreement require adoption or modification or require the appropriation of funds for their implementation, it is hereby understood and agreed that such provisions shall become effective only after the necessary action or the rule modification is enacted, and that the parties may jointly seek, if feasible, the enactment of such action or rule modification.

B. **SAVING CLAUSE.** If any provision of this Agreement shall conflict with any Federal or State Law or regulation, that specific provision of the Agreement shall be deemed amended or nullified to conform to such. The other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. Upon request of either party, the Employer and the Union agree to meet and renegotiate any provision so affected.

## **ARTICLE 37**

### **PERSONNEL FILE**

A. Upon request and with reasonable notice, an employee shall have the opportunity to review and examine pertinent documents including those related to performance evaluation and conduct in his/her personnel history file or in any official permanent supplementary personnel file. The Employer shall honor the request of such employee for copies of documents in the file. The Employer shall have the right to have such review and examination take place in the presence of an appropriate official of the agency or department in question. The employee may file a written response of reasonable length to any memoranda or documents which are derogatory or adverse to him/her. Such response will be included in the relevant permanent

history file or official permanent supplementary file and will be attached to and retained with the document in question.

B. No document of anonymous origin, unless verified, shall be used against any employee.

C. Copies of any written documents specifically related to discipline or the work performance of an employee which is relied upon by the Employer during any disciplinary proceedings, grievance hearing, or in any final evaluation report, will be given to the employee upon his/her request.

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

E. 1. Upon completion of 12 consecutive months without repeat incidents and in conjunction with a satisfactory or better performance evaluation, all prior minor disciplinary actions, as defined by the Civil Service Commission, but not including any suspension without pay, will be removed from the employee's personnel file as well as any official supplementary personnel files.

2. Upon completion of 48 consecutive months without repeat incidents and in conjunction with a satisfactory or better performance evaluations, all prior minor disciplinary actions, suspensions without pay of five days or less, will be removed from the employee's personnel file as well as any official supplementary personnel files.

## **ARTICLE 38**

### **UNIFORM ALLOWANCE**

A. Upon initial placement in a position covered by this Agreement, each employee assigned to the Department of Public Works and Water Department, shall be provided five (5) industrial uniforms. A uniform shall consist of one (1) shirt, one (1) sweatshirt, and one (1) pair of pants. In addition to the shirt and pants, each employee shall receive one (1) winter jacket and foul weather gear as is necessary and required by the Township. Once an employee has received said uniforms, the Township shall replace said uniforms on a “wear-and-tear” basis. In this regard, the employee must bring to the Department Head or his or her immediate supervisor the article of clothing sought to be replaced in order for the Township to determine whether or not the item shall be replaced.

B. The Township will reimburse employees up to \$100.00 per year for boots during the term of this contract. Employees must bring old boots to their Department Head or immediate supervisor to determine whether the boots should be replaced. This provision shall apply only to employees assigned to the Department of Public Works, Water Division, and Inspections.

## **ARTICLE 39**

### **RESIDENCY REQUIREMENTS**

All employees hired must be a resident at the time of hire and must remain a resident for at least ten (10) years prior to being allowed to relocate outside the Township, unless otherwise waived pursuant to the provisions of Title 11A of the Revised statutes (Civil Service).



## **ARTICLE 40**

### **HEALTH AND WELFARE**

A. The Township shall continue to provide major medical, hospitalization, and prescription drug insurance benefits. The Township shall have the right, as its discretion, to administer the health insurance benefits through a self-insurance plan, third-party insurer, or by any combination of self-insurance and third-party insurance so long as substantially equivalent benefits are provided. Required employee contributions shall be calculated utilizing the formula currently as set forth in P.L. 2011, Chapter 78, and appended to this Agreement. Reference to Chapter 78 is intended solely to identify the employee contribution formula agreed upon, which formula shall survive for the purposes of this agreement and successors thereto, notwithstanding any amendment to Chapter 78, unless expressly prohibited by law.

B. The Township shall advise the CWA in advance of any benefit changes becoming effective. In the event the Union does not agree that the proposed plan provides for substantially equivalent benefits, the parties agree to meet and discuss the proposed changes.

C. The Township agrees to secure a plan of dental insurance to cover all eligible services which will provide benefits prescribed for the employees covered by this Agreement and that employee's family in accordance with the attached summary of benefits.

#### **D. Non-Duty Injuries and Disability**

1. When disability as the result of personal injury, illness, or pregnancy is caused to an employee by accident or exposure that does not arise out of and in the course of the employee's employment, the employee may apply for disability benefits provided by the Township's "Private Plan" temporary disability insurance, and shall be eligible to receive benefits starting from the date of leave due to the injury, illness or pregnancy.

2. The Private Plan must be approved by the Division of Temporary Disability Insurance (within the New Jersey Department of Labor and Workforce Development). At a minimum, the approved Private Plan must meet the basic provisions required of the State Plan.

Under the private plan:

- (a) Benefits paid must be at least equal to the amount that would be paid on a State Plan claim.
- (b) Eligibility requirements cannot be more restrictive than they would be for a State Plan claim.
- (c) Coverage must be at least equal to that offered by the State Plan.

3. There will be no cost to employees for Private Plan coverage.

4. In addition, employees may use earned sick leave to supplement the benefits provided under the Private Plan, so as to not suffer a reduction in pay during the term of disability leave.

E. The Township will pay up to one-hundred dollars (\$100.00) per year per family member for an eye exam or prescription glasses. "Family" includes the employee, employee's spouse and dependent children only.

F. The Township agrees to allow any employee who is eligible for other health care coverage to waive coverage under the municipality's plan to which the Employee is entitled by virtue of employment with the municipality. The waiver shall be in such form as the municipality shall prescribe and shall be filed with the municipality. An employee who waives coverage will be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who wishes to resume coverage shall file a declaration with the municipality in such a form as the municipality

shall prescribe, that the waiver is revoked.

G. Benefits upon retirement. The Township shall provide health benefits coverage and pay all premiums for employees who have retired after twenty-five (25) years or more of service credit in the State of New Jersey Public Employees Retirement System (PERS) and a period of continuous service of twenty-five (25) years with Pemberton Township at the time of retirement at the single level of coverage, contingent upon the payment of required contributions by the retiree on a monthly basis. Required employee contributions shall be calculated utilizing the formula currently as set forth in P.L. 2011, Chapter 78, and appended to this Agreement. Reference to Chapter 78 is intended solely to identify the employee contribution formula agreed upon, which formula shall survive for the purposes of this agreement and successors thereto, notwithstanding any amendment to Chapter 78, unless expressly prohibited by law. It is understood that any employees who are not currently required by law to pay contributions after retirement will not be required to do so by this Agreement. To the extent possible, retirees will receive the same health benefits as current active employees. A retired employee may purchase coverage for his or her spouse or civil union partner or family under the Township's Plan provided that the retiree pays the difference between the premium for Single coverage and the premium for Husband/Wife, Parent/Child or Family coverage as may be applicable. Retiree health benefits shall become secondary to Medicare Parts A, B, and D on the date on which the employee first becomes eligible for Medicare notwithstanding whether the employee applies for said Medicare coverage.

I. The option for employees in the bargaining unit and their families to receive reimbursement from the Township for gym membership fees will be discontinued upon execution of this Agreement.

## **ARTICLE 41**

### **ON-CALL EMPLOYEES**

A. Employees permanently assigned by the Township to the on-call list for responding to emergencies, which written list shall be designated and maintained by the Business Administrator, shall be permitted to take up to four (4) “call swap” days to be requested, approved and used in the same manner and subject to the same conditions as personal days under this Agreement. Notwithstanding, call swap days may be used in increments of no less than one hour.

B. As with personal days, call swap days shall not accrue from year to year. Any call swap days not used by an employee by December 31st shall be forfeited and shall not be compensated for by the Township.

## **ARTICLE 42**

### **DURATION OF AGREEMENT**

This agreement shall be effective immediately, continuing in full force through December 31, 2019, or until a new agreement is executed. This Agreement shall be subject to renegotiation by both parties under the terms and conditions as specified by the State of New Jersey Public Employment Relations Commission.

**SIGNATURES**

IN WITNESS WHEREOF, the Township of Pemberton and the Union have caused this Agreement to be signed by their duly authorized representatives.

Date 11/13/17.

**For the Township of Pemberton**

David A. Patriarca  
David A. Patriarca, Mayor

**For the Communications Workers of America, AFL-CIO**

Lawrence L. Wade, Pres  
Richard A. Damm

ATTEST: Amy P. Cosnoski  
for Amy P. Cosnoski, RMC, Township Clerk

## APPENDIX 1

### SALARY SCHEDULES

#### SALARY SCHEDULE A. EFFECTIVE APRIL 1, 2015

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Municipal Court Administrator	\$55,871	\$57,687	\$59,503	\$61,319	\$63,135	\$64,951
Recreation Coordinator	\$46,952	\$48,478	\$50,004	\$51,530	\$53,056	\$54,582
Road Repair Supervisor	\$55,343	\$57,142	\$58,941	\$60,739	\$62,538	\$64,337
Supervising Mechanic	\$52,448	\$54,152	\$55,857	\$57,561	\$59,266	\$60,971
Supervisor of Buildings & Grounds	\$55,343	\$57,142	\$58,941	\$60,739	\$62,538	\$64,337
Tenured Tax Assessor, Full-Time	\$60,374	\$62,337	\$64,299	\$66,261	\$68,223	\$70,185
Tenured Tax Assessor, Part-Time	\$42,235	\$43,607	\$44,980	\$46,352	\$47,725	\$49,098
Tenured Tax Collector	\$66,560	\$68,723	\$70,887	\$73,050	\$75,213	\$77,376
Water Repair Supervisor, Licensed	\$64,711	\$66,815	\$68,918	\$71,021	\$73,124	\$75,227
Water Repair Supervisor, Unlicensed	\$58,131	\$60,020	\$61,909	\$63,799	\$65,688	\$67,577

#### SALARY SCHEDULE B. EFFECTIVE JANUARY 1, 2016

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Municipal Court Administrator	\$56,989	\$58,841	\$60,693	\$62,545	\$64,397	\$66,250
Recreation Coordinator	\$47,892	\$49,448	\$51,004	\$52,561	\$54,117	\$55,674
Road Repair Supervisor	\$56,450	\$58,285	\$60,119	\$61,954	\$63,789	\$65,623
Supervising Mechanic	\$53,497	\$55,235	\$56,974	\$58,713	\$60,451	\$62,190
Supervisor of Buildings & Grounds	\$56,450	\$58,285	\$60,119	\$61,954	\$63,789	\$65,623
Tenured Tax Assessor, Full-Time	\$61,582	\$63,583	\$65,585	\$67,586	\$69,587	\$71,589
Tenured Tax Assessor, Part-Time	\$43,079	\$44,479	\$45,879	\$47,280	\$48,680	\$50,080
Tenured Tax Collector	\$67,891	\$70,098	\$72,304	\$74,511	\$76,717	\$78,924
Water Repair Supervisor, Licensed	\$66,006	\$68,151	\$70,296	\$72,441	\$74,586	\$76,732
Water Repair Supervisor, Unlicensed	\$59,293	\$61,220	\$63,147	\$65,075	\$67,002	\$68,929

#### SALARY SCHEDULE C. EFFECTIVE JANUARY 1, 2017

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Municipal Court Administrator	\$58,129	\$60,018	\$61,907	\$63,796	\$65,685	\$67,575
Recreation Coordinator	\$48,849	\$50,437	\$52,025	\$53,612	\$55,200	\$56,787
Road Repair Supervisor	\$57,579	\$59,450	\$61,322	\$63,193	\$65,064	\$66,936
Supervising Mechanic	\$54,567	\$56,340	\$58,113	\$59,887	\$61,660	\$63,434
Supervisor of Buildings & Grounds	\$57,579	\$59,450	\$61,322	\$63,193	\$65,064	\$66,936
Tenured Tax Assessor, Full-Time	\$62,813	\$64,855	\$66,896	\$68,938	\$70,979	\$73,021
Tenured Tax Assessor, Part-Time	\$43,941	\$45,369	\$46,797	\$48,225	\$49,653	\$51,081
Tenured Tax Collector	\$69,249	\$71,500	\$73,750	\$76,001	\$78,252	\$80,502
Water Repair Supervisor, Licensed	\$67,326	\$69,514	\$71,702	\$73,890	\$76,078	\$78,266
Water Repair Supervisor, Unlicensed	\$60,479	\$62,445	\$64,410	\$66,376	\$68,342	\$70,307

**SALARY SCHEDULE D. EFFECTIVE JANUARY 1, 2018**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Municipal Court Administrator	\$59,088	\$61,008	\$62,928	\$64,849	\$66,769	\$68,690
Recreation Coordinator	\$49,655	\$51,269	\$52,883	\$54,497	\$56,111	\$57,724
Road Repair Supervisor	\$58,529	\$60,431	\$62,334	\$64,236	\$66,138	\$68,040
Supervising Mechanic	\$55,467	\$57,270	\$59,072	\$60,875	\$62,678	\$64,480
Supervisor of Buildings & Grounds	\$58,529	\$60,431	\$62,334	\$64,236	\$66,138	\$68,040
Tenured Tax Assessor, Full-Time	\$63,850	\$65,925	\$68,000	\$70,075	\$72,150	\$74,226
Tenured Tax Assessor, Part-Time	\$44,666	\$46,118	\$47,569	\$49,021	\$50,472	\$51,924
Tenured Tax Collector	\$70,392	\$72,680	\$74,967	\$77,255	\$79,543	\$81,830
Water Repair Supervisor, Licensed	\$68,437	\$70,661	\$72,885	\$75,109	\$77,333	\$79,558
Water Repair Supervisor, Unlicensed	\$61,477	\$63,475	\$65,473	\$67,471	\$69,469	\$71,467

**SALARY SCHEDULE E. EFFECTIVE JANUARY 1, 2019**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Municipal Court Administrator	\$59,974	\$61,923	\$63,872	\$65,822	\$67,771	\$69,720
Recreation Coordinator	\$50,400	\$52,038	\$53,676	\$55,314	\$56,952	\$58,590
Road Repair Supervisor	\$59,407	\$61,338	\$63,269	\$65,199	\$67,130	\$69,061
Supervising Mechanic	\$56,299	\$58,129	\$59,958	\$61,788	\$63,618	\$65,448
Supervisor of Buildings & Grounds	\$59,407	\$61,338	\$63,269	\$65,199	\$67,130	\$69,061
Tenured Tax Assessor, Full-Time	\$64,808	\$66,914	\$69,020	\$71,126	\$73,233	\$75,339
Tenured Tax Assessor, Part-Time	\$45,336	\$46,809	\$48,283	\$49,756	\$51,230	\$52,703
Tenured Tax Collector	\$71,448	\$73,770	\$76,092	\$78,414	\$80,736	\$83,058
Water Repair Supervisor, Licensed	\$69,463	\$71,721	\$73,978	\$76,236	\$78,493	\$80,751
Water Repair Supervisor, Unlicensed	\$62,399	\$64,427	\$66,455	\$68,483	\$70,511	\$72,539

NOTE. All employees in the bargaining unit who were on the payroll as of April 1, 2015 are considered to have been at the maximum (now designated as Step 6) of their respective salary ranges at that time, except Steven Abbott, who will be advanced to Step 6 effective September 28, 2015. Brian Hood and David Doty are considered to have been placed on Step 6 effective as of their date of entry into the unit.

## APPENDIX 2

### HEALTH BENEFIT CONTRIBUTION RATES

Current and future covered employees, and retirees (other than those exempted under P.L. 2011, Chapter 78) are required to pay a percentage of their health benefit premiums as follows, based on the amount of their salaries and/or pension benefits, as applicable, and their coverage tier:

<b>SALARY RANGE</b>	<b>SINGLE COVERAGE CONTRIBUTION %</b>
less than 20,000	4.50%
20,000 - 24,999.99	5.50%
25,000 - 29,999.99	7.50%
30,000 - 34,999.99	10.00%
35,000 - 39,999.99	11.00%
40,000 - 44,999.99	12.00%
45,000 - 49,999.99	14.00%
50,000 - 54,999.99	20.00%
55,000 - 59,999.99	23.00%
60,000 - 64,999.99	27.00%
65,000 - 69,999.99	29.00%
70,000 - 74,999.99	32.00%
75,000 - 79,999.99	33.00%
80,000 - 94,999.99	34.00%
95,000 and above	35.00%

<b>SALARY RANGE</b>	<b>H/W or P/CHILD COVERAGE CONTRIBUTION %</b>
less than 25,000	3.50%
25,000 - 29,999.99	4.50%
30,000 - 34,999.99	6.00%
35,000 - 39,999.99	7.00%
40,000 - 44,999.99	8.00%
45,000 - 49,999.99	10.00%
50,000 - 54,999.99	15.00%



55,000 - 59,999.99	17.00%
60,000 - 64,999.99	21.00%
65,000 - 69,999.99	23.00%
70,000 - 74,999.99	26.00%
75,000 - 79,999.99	27.00%
80,000 - 84,999.99	28.00%
85,000 - 99,999.99	30.00%
100,000 and above	35.00%

<b>SALARY RANGE</b>	<b>FAMILY COVERAGE</b>
	<b>CONTRIBUTION %</b>
less than 25,000	3.00%
25,000 - 29,999.99	4.00%
30,000 - 34,999.99	5.00%
35,000 - 39,999.99	6.00%
40,000 - 44,999.99	7.00%
45,000 - 49,999.99	9.00%
50,000 - 54,999.99	12.00%
55,000 - 59,999.99	14.00%
60,000 - 64,999.99	17.00%
65,000 - 69,999.99	19.00%
70,000 - 74,999.99	22.00%
75,000 - 79,999.99	23.00%
80,000 - 84,999.99	24.00%
85,000 - 99,999.99	26.00%
90,000 - 94,999.99	28.00%
95,000 - 99,999.99	29.00%
100,000 - 109,999.99	32.00%
110,000 and above	35.00%