

A G R E E M E N T

BETWEEN

TOWNSHIP OF MARLBORO

MONMOUTH COUNTY, NEW JERSEY

AND

**COMMUNICATIONS WORKERS OF AMERICA
(Supervisory/Professional Unit)**

JANUARY 1, 2012 through DECEMBER 31, 2015

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PREAMBLE

THIS AGREEMENT entered into this _____ day of _____, 2014, by and between the TOWNSHIP OF MARLBORO, in the County of Monmouth, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township" and COMMUNICATIONS WORKERS OF AMERICA, hereinafter called the "Union", represents the complete and final understanding on all bargainable issues between the Township and the Union.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE I
RECOGNITION

- A. The Township hereby recognizes the Union as the sole and exclusive representative of all the employees in the bargaining unit as herein defined, for the purposes of collective bargaining and all activities and processes relative thereto.
- B. The bargaining unit shall consist of all full time supervisory white collar and professional employees in the Township in the following titles:

Administrative Clerk (Community Development)
Administrative Clerk (Police)
Assistant Engineer
Assistant Superintendent of Recreation
Assistant Supervisor of Accounts
Code Enforcement Officer/Zoning Officer
Computer Service Technician (Police)
Construction Official
Fire Official
Municipal Court Administrator
Payroll Supervisor
Records Support Technician 4
Recreation Aide (Municipal Alliance)
Senior Citizen Program Aide
Supervising Public Safety Telecommunicator (Police)
Fire Prevention Specialist
Electrical Inspector
Plumbing Inspector
Building Inspector
Building Subcode Official
Electrical Subcode Official
Plumbing Subcode Official
Fire Protection Subcode Official

The unit shall exclude managerial or confidential employees including Department Directors, the Tax Collector, the Tax Assessor, the Municipal Clerk, the Deputy Municipal Clerk, the Network Administrator, the Human Resources Assistant and all other employees.

- C. This Agreement shall govern all wages, hours and other terms and conditions of employment herein set forth.
- D. This Agreement shall be binding upon the parties hereto, and their successors.

ARTICLE II
MANAGEMENT RIGHTS

- A. The Township of Marlboro hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to 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. The executive management and administrative control of the Township Government and its properties and facilities and activities of its employees by utilizing the personnel, method 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 the quality and quantity of the work required.
 3. The right of management to make such reasonable rules and regulations as it may from 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.
 4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Township.
 5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law, and this Agreement.
 6. To layoff employees in the event of lack of work or funds, or efficiency of operations, so long as said reason for the lay-off is bona-fide.
 7. The Township reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Township.
- B. Nothing contained herein shall be construed to deny or restrict the Township in the exercise of its rights, responsibilities and authority under New Jersey Statutes titles 40 or 40A, N.J.S.A. 34:13A-1 et. seq. (the PERC Act), Title 11A (Civil Service), the Rules and Regulation of the Civil Service Commission or any other Federal, State, County or Local laws or ordinance.

ARTICLE III
RULES AND REGULATIONS

- A. Proposed new rules or modifications of existing rules governing negotiable working conditions shall be negotiated with the majority representative before they are established.

ARTICLE IV
NON-DISCRIMINATION

- A. The Township and the Union agree that there shall be no discrimination against any employee on the basis of sex, race, creed, color, religion, national origin, ancestry, age, marital or political status, affectional or sexual orientation, domestic partnership status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), liability for service in the United States armed forces, and/or any other characteristic protected by law.
- B. The Township and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union. The employee may elect to use the grievance procedure as outlined in Article VI, herein. The employee/Union agrees to notify the Township of any alleged discrimination/sexual harassment and give the Township 15 days notice to correct such before instituting a grievance. Nothing herein will relieve the Union or the Township of any duty it has by law to mitigate or correct the alleged discrimination/sexual harassment.

ARTICLE V
MAINTENANCE OF OPERATIONS

- A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union or 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 employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Township.

- B. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned, or support any such action by any other employee or group of employees by the Township, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work. Nothing herein shall be construed to restrict the employee's rights under the First Amendment of the United States Constitution.

- 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 in law 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
GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any grievance as defined herein. The parties agree that this procedure will be kept as informal as may be appropriate.
- B. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted. The Union shall be notified of any grievance submitted by an employee, and shall have the right to be represented at any and every step of the grievance procedure, including the informal step incorporated in this Section.
- C. A grievance is defined as:
 - 1. A claimed breach, misinterpretation or improper application of the terms of this Agreement, or
 - 2. A claimed violation, misinterpretation or improper application of rules or regulations, existing policy, agreements, administrative decisions, or laws applicable to the department, as well as any alleged discrimination or sexual harassment claim, to include minor disciplinary actions to the extent these can be considered as grievable by applicable law. Counseling shall not be grievable.
- D. The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent. The time limits herein may be extended by mutual agreement of the parties.

Step One: The grievant or the Union shall institute action under the provisions hereof within ten (10) business days after the event giving rise to the grievance has occurred in writing to his/her immediate supervisor. Failure to act within the said ten (10) business days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached within ten (10) business days, the grievant or the Union may appeal the decision of the immediate supervisor, in writing, to the Department Head within five (5) calendar days thereafter. The written grievance at this Step shall contain the relevant facts and copies of the written submission at Step One and a copy of the immediate supervisor's response, the applicable section of the Agreement allegedly violated, and the remedy requested by the grievant. The Department Head shall respond, in writing, to the grievance within ten (10) calendar days of the submission.

Step Three: If the grievance is not resolved at Step Two, or if no answer has been received by the Union within the time set forth in Step Two, the grievant or the Union may appeal the decision to the Business Administrator within ten (10) business days thereafter. The written grievance at this Step shall contain all relevant documents and correspondence from the preceding Step. The grievant or the Union, in the written

submission, can request a conference with the Business Administrator. The Business Administrator may, upon receipt of the grievance, also request a grievance conference. The conference shall be scheduled at a mutually agreed upon time. The Business Administrator shall respond, in writing, to the grievance within ten (10) business days of the submission, or, if a grievance conference is held, within ten (10) business days of the conference.

Step Four: If the grievance is not settled through Steps One and Two, the Union shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within ten (10) business days after receipt of the decision of the Business Administrator. The costs for the services of the arbitrator shall be borne equally by the Township and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

- E. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.
- F. In the event the aggrieved elects to pursue remedies available through Civil Service, the grievance shall be canceled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the decision rendered by the Business Administrator on the grievance. In the event the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be canceled, and the filing fees and expenses incurred thereby shall be paid by the grievant or the Union.
- G. Disciplinary matters shall be arbitrable as permitted by law.

ARTICLE VII
DUES DEDUCTION AND AGENCY SHOP

- A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.
- B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and verified by the Township Treasurer during the month following the filing of such card with the Township.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.
- D. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township Clerk.
- E. Any such written authorization may only be withdrawn between the period of the 1st of April and the 30th of June by filing a withdrawal notice with the Township Clerk. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.
- F. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become, or remain, members of the Union and transmit the fee to the majority representative.
- G. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment.
- H. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.
- I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances and

wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

- J. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Township. 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.
- K. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suites 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 or 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.

ARTICLE VIII
UNION BUSINESS LEAVE

- A. Upon prior notice to, and approval of, the Department Head, or his designated representative, members of the Union's Grievance Committee (not to exceed a total of two (2) employees in number) may be permitted to confer with the Township in accordance with the Grievance Procedure set forth herein, during duty hours, without loss of pay or any other contractual benefit, provided the conduct of said business shall not diminish the effectiveness of the operation. Such leave will not be unreasonably denied.
- B. Upon prior notice to and approval of the Department Head, or his designated representative, members of the Union's Negotiating Committee (not to exceed a total of four (4) in number) may be permitted to attend collective bargaining meetings during duty hours without loss of pay or any other contractual benefit, provided the conduct of said business shall not diminish the effectiveness of the operation. Such leave will not be unreasonably denied.
- C.
 - 1. Two (2) stewards of the Union may be each granted up to a maximum of sixteen (16) hours off annually without loss of pay for the purpose of attending Union conferences and/or seminars.
 - 2. In order to be eligible for this benefit, the steward or officer must notify the Business Administrator and their immediate supervisor at least one (1) week in advance of said conference and/or seminar.
 - 3. If an employee fails to provide prior notification and verification of the conference and/or seminar, or verification of attendance, said employee shall be charged for said time off from work.
- D. The Union and its representatives shall have the right to use the Municipal Facilities at all reasonable hours for meetings. The Business Administrator, upon request, shall allocate a specific available place for said meeting. The Union shall not displace any official meetings of the Township Government, whether scheduled or special.
- E. An employee attending any meeting covered by this Article on his off-duty time shall do so voluntarily. The employees and the Union understand and agree that any such off-duty time spent shall not be compensated by the Township and shall not be considered "compensable hours" pursuant to the Fair Labor Standards Act.

ARTICLE IX
BULLETIN BOARDS

- A. The Union shall have the use of the bulletin boards for the posting of notices relating to meetings and official business of the Union only.
- B. Only material authorized by the signature of the Union President or designee shall be permitted to be posted on said bulletin board.
- C. The Township may have removed from the bulletin board any material which does not conform with the intent of the above provisions of this Article.

ARTICLE X
HOURS, OVERTIME & EMERGENCIES

- A. The normal hours of operation shall comprise thirty-five (35) hours per week except for those employees of the Public Safety and Community Development Departments which operate on a forty (40) hour work week. Management may, at its option, on thirty (30) calendar days notice, change the work schedule of an employee.
- B. All employees of the professional /supervisory unit except those referenced in section C of this article are compensated at a salary level which includes an expectation that some additional hours may be required from time to time to complete the duties and responsibilities of the position. As such, occasional extra hours worked to complete normal job duties are not compensable as overtime, except as otherwise defined in this agreement. However, hours of work may be flexed to enable coverage of needs and/or completion of tasks where appropriate. In the event the duties of a given position require excessive hours the parties shall meet to address the situation on a case by case basis.
- C. Employees in the Building, Plumbing, Electrical and Fire Protection Subcode Official titles, Building, Plumbing, Electrical and Fire Inspector titles and Fire Prevention Specialist titles will be compensated for all hours worked above their established weekly hours of work. These employees shall be compensated at the rate of one and one-half times his/her salary for hours worked in excess of forty (40) hours per week. The Computer Service Technician shall be compensated at the rate of one and one-half times his/her salary for hours worked in excess of forty (40) hours per week when responding in-person to a recall to duty initiated by the Department Head. Sick, personal, vacation and other paid or unpaid leave shall not be considered as hours worked for purposes of overtime computation, except that Township holidays shall be considered hours worked for overtime purposes. The following additional provisions shall apply:
1. Employees recalled to duty on an off-duty day shall receive a minimum guarantee of two (2) hours compensation at the overtime rate, provided said recall duty is not contiguous with the employee's normal shift.
 2. In the event an employee is required to testify or appear in court during his/her off-duty time, he/she shall be compensated as per this Article for time spent in court. An employee who has been served with a subpoena requiring their availability to testify or appear in court on his/her off-duty time, shall be compensated in accordance with this Article for all time spent while on call, so long as the testimony is required as a consequence of the performance of their duties.
- D. If an employee is released from work for inclement weather, he/she shall suffer no loss in pay. The Business Administrator will control closings in a reasonably uniform manner.

ARTICLE XI
SALARIES

- A. The following increases shall be applied to the 2011 base salaries of employees hired or promoted into the unit prior to 4/1/13:

2012 Flat \$750 added to base
2013 1.5% effective July 1st,
2014 1.9% effective July 1st
2015 1.9% effective July 1st

- B. In lieu of the 2014 base salary increase, the following employees/titles will receive a 7% increase in base salary and additional hours of work as follows and as reflected in Base Salary Schedule A:

Title	Hours of Work
Senior Citizen Program Aide	35
Administrative Clerk (Police)	35
Recreation Aide (Municipal Alliance)	35
Payroll Supervisor	35
Construction Official	35
Court Administrator	32.5
Code Enforcement/Zoning Officer	40
Administrative Clerk (Community Development)	35
Assistant Engineer	35

- C. In lieu of the 2014 base salary increase, the base salary for the Electrical and Plumbing Subcode Officials for a 35 hour work week shall be \$65,000.00 which is reflected in Base Salary Schedule A.
- D. The Computer Service Technician (Police) shall have \$1,000.00 added to base salary after the 2014 raise factor is applied.
- E. The Electrical Inspector shall receive a 0% increase for years 2012, 2013 and 2014, and a 1.9% increase in base salary effective 7/1/2015.
- F. Salary Levels. The minimum and maximum salary ranges for all employees hired or promoted into the unit after 6/30/2014 or the date of execution, whichever comes first are per the attached Salary Schedule A.
- G. Working Up in Title. Employees who are performing the job duties of a higher rated title for more than three (3) consecutive weeks will be compensated at the minimum salary for that job.

ARTICLE XII
LONGEVITY

A. Longevity for all employees of the bargaining unit hired or promoted into the unit before 1/1/2012 shall be in accordance with the following schedule; however, for the duration of this agreement eligible employees shall receive only those longevity amounts earned as of 1/1/2015. There shall be no increase in longevity for any employee between 1/1/2015 and the end of this agreement:

5-10 years	=	\$1,000
11-15 years	=	\$1,500
16-20 years	=	\$2,000
21+ years	=	\$2,500

B. Employees hired or promoted into the unit after 1/1/2012 shall not be eligible for longevity.

C. For purposes of pension calculations, longevity is in base pay.

D. The Records Support Technician 4 (Police) shall receive a \$500.00 longevity adjustment in 2015 which shall be rolled into the base salary after the 2015 raise factor is applied.

ARTICLE XIII
HOLIDAYS

A. The following shall be considered paid holidays during the term of this Agreement:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veterans' Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	

B. If any of the above listed holidays falls on a Saturday and Saturday is not a regularly scheduled work day, the employee then gets the preceding Friday off. If the holiday falls on a Sunday and Sunday is not a regularly scheduled day of work, the employee gets the next day off (Monday).

C. For employees working a four (4) day Monday through Thursday workweek: Other than Christmas Day or New Year's Day, if a holiday or day on which a holiday is observed falls on a Friday, in lieu thereof, employees shall receive a floating holiday. This shall apply to Independence Day and Day after Thanksgiving. Floating holidays may be utilized by an employee in accordance with the provisions of Article XVII Personal Days. For example, employees shall receive floating holidays in the following instances: (1) a holiday falls on a Friday; (2) a holiday falls on a Saturday which is normally observed on a Friday.

ARTICLE XIV
HEALTH AND LIFE INSURANCE

- A. Subject to the provisions of Chapter 2, Public Law 2010 effective May 21, 2010 and Chapter 78, Public Law 2011 effective June 28, 2011, employees and their immediate family members are eligible for health insurance coverage administered by the State Health Benefits Plan and dental benefits. The base plan will be the NJ Direct Access 15. If an employee exercises his or her option to enroll in a more expensive plan, the employee will pay the difference in premium costs between the base plan and the other plan. Health insurance coverage takes effect sixty (60) days from the starting date of hire. The current employee health insurance contributions are those established under Chapter 78, Public Law 2011. Pursuant to N.J.S.A. 40A:10-17.1, the Township may provide payments to employees in lieu of taking health care benefits, limited to "25 percent or \$5,000.00, whichever is less, of the amount saved because of the employee's waiver of coverage."
- B. The Township shall continue to provide fully paid dental insurance. The deductible for dental claims shall be not more than \$50.00 per person / \$150.00 per family. The annual per person, maximum dental coverage shall be \$1,700.00.
- C. For all employees hired or promoted into the unit prior to 4/1/2013, the Township shall provide a group life insurance policy for each employee in the amount of \$20,000.00.
- D. If at any time the Township is considering changes to any insurance policies referred to in this agreement, the union shall be so notified and provided ample opportunity to review and discuss any possible changes.
- E. Retirement Planning Payments & Credits
1. Effective January 1, 2002, for all employees hired prior to 4/1/2013, the Township will pay annually to each qualified retiree, as that term is later defined, a sum of \$4,000.00 per year from the time of retirement until the retiree reaches age sixty-five (65). These provisions shall not apply to employees hired after 3/31/2013.
 2. This payment shall be made each year on or before March 1st. In the first year of retirement, a pro-rated portion of the \$4,000.00 will be made within sixty (60) days of the retirement effective date.
 3. The retiree may use this payment to purchase health insurance or for any other reason in his or her sole discretion. Each qualified retiree shall be responsible for the selection of, enrollment in and any and all administration associated with such insurance coverage if the money is used for such. The Township shall have no responsibility in regard to any health insurance.
 4. There shall be no obligation of the Township to make payments once the qualified retiree reaches the age of sixty-five (65) except as hereafter may be provided. In the year of the qualified retiree's sixty-fifth (65th) birthday, the Township's payment shall be a prorated portion of \$4,000.00 which represents the portion of the year between January 1st, and the birthday.

5. "Qualified Retiree" as used herein means a person within the bargaining unit hired prior to 4/1/2013 who has worked full time for the Township for at least twenty (20) years and is at least age sixty-two (62) or who has worked full time for the Township for twenty-five (25) years. Employees hired after January 1, 2005 must have twenty-five (25) years of service and have reached the age of fifty-five (55) or twenty (20) years of service and have reached the age of sixty-two (62) before being entitled to the credits in Section 7 below.
6. "Full time" as used herein means working normally and on average throughout the year for at least 32 hours per week.
7. Employees who continue to work for the Township after attaining twenty-five (25) years of service or after attaining the age of sixty-two (62) with at least twenty (20) years of service, shall be credited with \$4,000.00 for each full year an employee works beyond the date of first eligibility under such parameters, which shall accumulate from year to year to a maximum of fifteen years of credit. It shall not accumulate beyond when an employee reaches age sixty-five (65) however and the year he or she turns sixty-five (65) will be prorated so that the credit is only given for that portion of the year from the anniversary of the first eligibility date and the employee's sixty-fifth (65th) birthday. At the employee's retirement or at age sixty-five (65), whichever occurs later, the employee may draw from the accumulated credited amount, a sum of up to \$4,000.00 per year whichever is greater.
8. In the event of the employee's death, any remaining amount of accumulated credit may be drawn upon by the employee's surviving spouse or designated beneficiary in the same manner.

ARTICLE XV
VACATION

- A. Employees shall receive annual vacation leave in accordance with the following schedule:

YEARS OF SERVICE	VACATION ENTITLEMENT
1 - 10 years	12 working days
11- 20 years	15 working days
20+	20 working days

- B. Employees who were immediately impacted by the freezing of vacation entitlements in 2012 shall advance to the next increment per the entitlement schedule in effect prior to 2012, as specified in the Letter Agreement dated 5/6/2014.
- C. Any employees who have an annual vacation entitlement in excess of the vacation entitlement schedule in Section A of this article above shall be held at that level until reaching the next step in the vacation entitlement schedule.
- D. Vacation allowance should be taken during the current year and reasonable efforts will be made to give the employee the time of his/her choosing. Employees who do not use all of their vacation allowance may add up to 50% of their annual allocation to their allowance for the following year with the prior approval of the Business Administrator. However, if these days are not used in the second year, they will be forfeited. Employees who terminate their employment with the Township or whose employment is terminated by the Township shall only be entitled to pay for those vacation days actually earned up to their termination date, on an annual pro-rata basis.

ARTICLE XVI
PERSONAL DAYS

- A. All employees are entitled to a maximum of four (4) Personal Days per year to attend to personal or family matters that cannot be attended to outside of normal working hours. All employees hired or promoted into the unit after 6/30/2014 or the date of execution, whichever comes first will receive three (3) Personal Days.
- B. Requests for use of Personal time should be made at least forty-eight (48) hours in advance except in case of emergency. Requests for Personal Days shall not be unreasonably withheld. Personal leave will not be granted if it interferes with the needs of the department.
- C. Compensation for unused Personal Days shall be paid following the end of each calendar year.
- D. The parties understand and acknowledge that certain employees/titles have been receiving "M" days in lieu of compensatory time. This practice will be eliminated by this contract, except that employees/titles currently receiving such days will continue to receive such days as specified in the Letter Agreement dated 5/6/2014.
- E. The parties understand and acknowledge that certain employees/titles have been receiving "C" days in lieu of compensatory time. This practice will be eliminated by this contract, except that employees/titles currently receiving such days will continue to receive such days until they are eliminated as specified in the Letter Agreement dated 5/6/2014.

ARTICLE XVII
SICK LEAVE

- A. All permanent employees shall be entitled to fifteen (15) working days of sick leave per calendar year.
- B. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, or for the attendance of the employee upon a member of the immediate family who is seriously ill. The definition of "immediate relative" will be those same persons as listed in Article XIX entitled "Bereavement Leave". Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during this period of illness.
- C. Sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter.
- D. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes.
- E. All employees hired into the unit prior to 4/1/2013 shall be reimbursed for accrued sick leave at the time of termination of his employment, upon the basis of fifty (50%) percent of accumulated sick time, provided, however, the Township shall not be responsible for any amount exceeding \$15,000.00. Employees hired by the Township after 3/31/2013 shall not be entitled to payout for accumulated sick leave at retirement.
- F. If an employee is absent for reasons that entitled him/her to sick leave, his/her supervisor shall be notified at least thirty (30) minutes prior to the employee's starting time unless an emergency makes such notification impossible. In case of emergency notification should be given as soon as possible.
 - 1. Failure to so notify his/her supervisor may be cause of denial of the use of sick leave for the absence and constitute cause for disciplinary action.
 - 2. Absence without notice for five (5) consecutive days shall constitute a resignation.
- G. Notwithstanding any other language contained within this article, the Township may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.
- H. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his duties and that the return will not jeopardize the health of other employees.

- I. Any month in which an employee is absent for more than fifty (50%) percent of his or her scheduled work days said employee shall not accrue sick time for that month. If an employee fails to return from a leave of absence without pay, said employee shall be considered not to have accrued any sick time during said leave of absence.

- J. Employees who utilize five (5) or fewer sick days in a prior calendar year may cash out up to fifteen (15) sick days on a two for one basis, to be paid in the following calendar year.

ARTICLE XVIII
BEREAVEMENT LEAVE

- A. For the purposes of this article, “immediate relative” includes spouse or significant other, child, parent, stepchild, sibling, daughter-in-law, son-in-law and grandchildren.
- B. Permanent full-time employees are entitled to five (5) consecutive workdays paid leave of absence for each death of an employee’s immediate relative without loss of pay.
- C. In the event of a death of the employee’s mother/father-in-law, or grandparent, the employee shall be granted three (3) consecutive workdays leave of absence without loss of pay.
- D. In the event of death of the employee’s aunt, uncle, first cousin or brother/sister-in-law, the employee, with the approval of the Department Head, shall be granted one (1) workday leave of absence solely for the purpose of attending the funeral without loss of pay.

ARTICLE XIX
INJURY LEAVE

- A. Any employee who is injured, whether slight or severe, while working, must immediately, or as soon as practically possible, report said injury to the Immediate Supervisor.

- B. It is understood that the employee must file an injury report with the Immediate Supervisor so that the Township may file the appropriate Worker's Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

ARTICLE XX
PENSION PLAN

- A. The Township will enroll employees in the Public Employees' Retirement System (PERS) or Defined Contribution Retirement Program (DCRP) in accordance with the rules of the State of New Jersey, Department of Treasury, Division of Pensions and Benefits.

ARTICLE XXI
UNIFORMS

- A. The Computer Service Technician (Police) and Supervising Public Safety Telecommunicator (Police) shall receive an initial issue of clothing at the time they are hired, which will include the following:
 - 1. Five (5) winter shirts (long sleeve).
 - 2. Five (5) summer shirts (short sleeve).
 - 3. Five (5) pair standard uniform trousers.

- B. The Computer Service Technician (Police) and Supervising Public Safety Telecommunicator (Police) shall adhere to all departmental SOPs regarding wearing of and conduct in the uniform that is representative of the Police Department of the Township of Marlboro.

- C. At the sole discretion of the Department Head, in cases where uniforms are required by the Township, the Township will replace such uniforms damaged or worn in normal course.

- D. Any part of the uniform and/or equipment that is lost and/or damaged as a result of negligence on the part of the employee will be replaced at the expense of the employee.

ARTICLE XXII
EMPLOYEE TRAINING

- A. When the Township determines, in its sole discretion, that employee training is appropriate, it shall bear the cost of such training including the cost of tuition, books and reimbursement for mileage at the going rate as determined by the Township for all employees if a personal vehicle is used.

- B. To be eligible for this benefit, the employee must receive prior approval from the Department Head, and then from the Business Administrator. Approval of this benefit shall be at the final and sole discretion of the Business Administrator.

ARTICLE XXIII
SENIORITY

- A. Traditional principles of seniority shall apply to employees covered by this Agreement as to the selection of vacation periods and other benefit entitlements.
- B. Seniority, for the purposes of this Article, is defined as follows:
 - 1. Employment Seniority: Continuous unbroken full-time service with the Township.
 - 2. Job Classification Seniority: Continuous unbroken full-time service within the job classification.
- C. If an employee changes his/her job classification and/or department and then returns to same, all seniority accrued prior to the change shall be continued, except as otherwise provided for in Civil Service rules and regulations.
- D. An employees' length of service shall not be reduced by time lost due to an authorized leave of absence under the Township's Family Medical Leave Act (FMLA) policy.
- E. Seniority shall be lost, and employment terminated, if any of the following occur: (a) discharge; (b) resignation; (c) absence for five (5) consecutive work days without leave or notice of justifiable reason for failing to give same.
- F. The interpretation and application of this Article shall be in conformity with all applicable statutes and Civil Service rules and regulations.
- G. Benefits based upon years of service shall be measured from the date an employee is hired in a permanent, full-time capacity by the Township. Breaks in service may be bridged for purposes of earned time and economic benefits, upon written agreement between the authorized parties.

ARTICLE XXIV
SEPARABILITY & SAVINGS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall not be affected thereby and shall continue in full force and effect.

- B. If any such provision is declared invalid by operation of law, parties to this Agreement will forthrightly entertain renegotiations on the invalid provision.

ARTICLE XXV
FULLY BARGAINED PROVISION

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.
- B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. The Township and the Union, for the life of this Agreement, agree that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.
- D. This Agreement may be modified in whole or in part by the parties by an instrument in writing only executed by both parties.

ARTICLE XXVI
JURY DUTY

- A. Any regular full-time employee who loses time from his or her job because of jury duty as certified by the Clerk of Court shall be paid by the township the difference between his or her daily base rate of pay (up to a maximum of the normal numbers of hours per day) and the daily jury fee subject to the following conditions:
1. The employee must notify his or her supervisor immediately upon receipt of a summons for jury service.
 2. The employee has not voluntarily sought jury service.
 3. No employee is attending jury duty during vacation and/or other time off from Township employment.
 4. The employee submits adequate proof of the time served on the jury and the amount received for such service.
- B. If, on any given day, an employee is attending jury duty, he or she is released by the Court prior to 11:00 am, that employee shall be required to return to work by 12:00 pm noon that day in order to receive pay for that day.

ARTICLE XXVII
IRS SECTION 125 PLAN

- A. The Township will maintain an IRS Section 125 Plan through which employees will be permitted to set aside a portion of the salary into a pre-tax account to be utilized for the purposes permitted by the IRS which currently include family care and medical expenses.

ARTICLE XXVIII
TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2012 and shall remain in effect to and including December 31, 2015, without any reopening date unless specifically provided for herein and then only to the extent provided. This Agreement shall continue in full force and effect from year to year thereafter. Should the parties hereto fail to reach an agreement for a new contract before the termination of this contract, the terms and conditions of this contract shall continue until the new one is signed changing the terms and conditions retroactive to January 1, 2016.

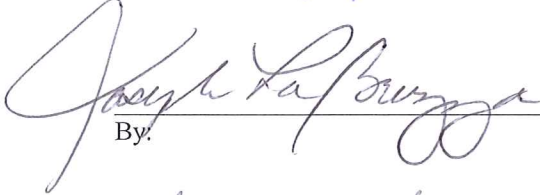
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Marlboro Township, New Jersey on this 7th day of MAY, 2014.

COMMUNICATIONS WORKERS OF AMERICA
(Supervisory/Professional Unit)

TOWNSHIP OF MARLBORO

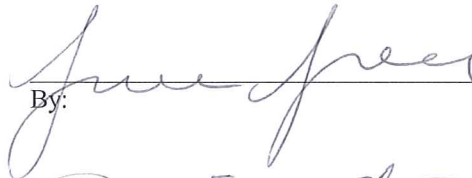

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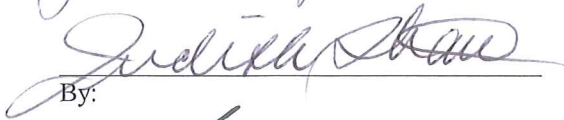

MAYOR


By: _____

ATTEST:


CLERK


By: _____


By: _____


By: _____

By: _____

BASE SALARY SCHEDULE A

Title	Std Hrs	Min	Max
Administrative Clerk (Community Development)	35	40,000	60,000
Administrative Clerk (Police)	35	40,000	60,000
Assistant Engineer	35	65,000	95,000
Assistant Superintendent of Recreation	35	45,000	70,000
Assistant Supervisor of Accounts	35	40,000	60,000
Code Enforcement Officer/Zoning Officer	35	50,000	75,000
Computer Service Technician (Police)	40	45,000	75,000
Construction Official	35	65,000	105,000
Fire Official	2.5	15,000	25,000
Municipal Court Administrator*	32.5	55,000	80,000
Payroll Supervisor	35	40,000	55,000
Records Support Technician 4 (Police)	35	40,000	55,000
Recreation Aide (Municipal Alliance)	35	35,000	45,000
Senior Citizen Program Aide	35	40,000	65,000
Supervising Public Safety Telecommunicator	40	50,000	70,000
Fire Prevention Specialist	32.5	30,000	45,000
Electrical Inspector	32.5	50,000	65,000
Plumbing Inspector	32.5	50,000	65,000
Building Inspector	32.5	50,000	65,000
Building Subcode Official	35	65,000	80,000
Electrical Subcode Official	35	65,000	80,000
Plumbing Subcode Official	35	65,000	80,000
Fire Protection Subcode Official	30	50,000	65,000

* Hired prior to 4/1/2013. A 35 hour per week schedule shall apply to all employees hired or promoted into the Municipal Court Administrator title after 3/31/2013.