

AGREEMENT

between

THE TOWNSHIP OF PEMBERTON

and

THE COMMUNICATIONS WORKERS OF AMERICA

AFL-CIO

(SUPERVISORY BARGAINING UNIT)

Period Effective: January 1, 2012 through December 31, 2014

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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:

UEZ Coordinator	Supervising Clerk Typist
Recreation Coordinator	Water Superintendent
Tenured Tax Collector	Water Supervisor
Supervising Mechanic	Supervisor of Buildings & Grounds
Public Works Supervisor	Public Works Superintendent
Streets & Roads Supervisor	Recreation Supervisor
Court Administrator	Tenured Tax Assessor
Construction Official	

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 Department of Personnel. 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 work week.
- E. Part Time means less than Thirty Seven and One Half (37.5) hours in a work week.
- F. Essential 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 layoff 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. 1979, 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. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

Nothing herein contained shall be construed as limiting the right of any employee having a grievance, to discuss the matter informally with any appropriate member of Administration, and having the grievance adjusted without the intervention of the Union.

B. DEFINITIONS. The term "grievance" shall mean an allegation that there has been:

1. A misinterpretation or misapplication of the terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contractual grievance"; or

2. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Employer, which shall be processed up to and including the Township Council, and shall hereinafter be referred to as a "non-contractual grievance."

C. PRESENTATION OF A GRIEVANCE

The Employer agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and Union Shop Steward who is an employee of the Township throughout the grievance procedure. It is understood and agreed that if available, private space shall be provided by the Employer for the prior discussion of a grievance.

STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement. All scheduled meetings and/or hearing dates shall be mutually agreed upon by both the employer and the union. Any failure of the Township to respond to a grievance within the timeframes associated with the particular step shall constitute a denial of the grievance effective the last day for responding.

Step I

1. The grievant shall institute action under the provisions hereof in writing, signed and delivered to the Mayor or his/her designee within fifteen (15) working days of the occurrence complained of, or within fifteen (15) working days after he/she would reasonably be

expected to know of its occurrence. Failure to act within said fifteen (15) working days shall be deemed to constitute an abandonment of the grievance.

2. The Mayor or his/her designee shall render a decision in writing within ten (10) working days after receipt of the grievance, unless mitigating circumstances prevent it.

3. It is understood and agreed that a Supervisor cannot act in the capacity of Supervisor and Shop Steward in Step 1 of the grievance procedure:

Step 2

1. In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his/her complaint with the Township Council within ten (10) working days following the determination at Step 1, or the date in which said determination was due.

2. The Township Council or subcommittee thereof has up to Twenty (20) working days after the receipt of the written and signed complaint to convene a Grievance Hearing. The grievant may be represented by an employee who is the Shop Steward and/or a Local Union Representative.

3. The Township Council or subcommittee thereof shall render its decision within twenty (20) working days after the conclusion of the Grievance Hearing.

Step 3

1. Any unresolved contractual grievance (as defined in B,1, Definitions above) except matters involving appointment, promotion, or assignment or matters within the exclusive province of Civil Service, may be appealed to arbitration only by the Union. The Union must file the request for arbitration within thirty (30) calendar days after receipt of the Council's decision.

The grievant may be represented by the Local Union Representative or the International Union Representative, or both. A minority organization shall not present or process grievances.

2. Nothing in this Agreement shall be construed as compelling to the Union to submit a grievance to arbitration or to represent an employee before Civil Service. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.

3. Where the grievance involves an alleged violation of individual rights specified in Civil Service Law and rules for which a specific appeal to Civil Service is available the individual shall present his/her complaint to Civil Service directly, except where there is a right under the law to elect between Civil Service appeal and the grievance procedure, the grievant may make such an election. Once the grievant makes the selection of procedure, such selection shall be deemed final and binding and constitute an absolute waiver of the procedure not selected. The election will be made in writing at the appropriate time on the grievance form.

4. The arbitrator shall be selected from a list by agreement between the parties on a case by case basis as follows:

- (a) By selection from the panel of arbitrators maintained by the Public Employment Relations Commission, or
- (b) By selection from the panel of arbitrators maintained by the American Arbitration Association, in accordance with the selection procedures of the American Arbitration Association.

5. The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing. No more than One (1) grievance may be submitted to a single arbitrator unless otherwise agreed to in writing by the parties.

6. The decision or award of the arbitrator shall be final and binding on the Employer, the Union and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement.

7. The arbitrator may prescribe an appropriate back pay remedy when he/she finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with terms of this Agreement, except that he/she may not make an award which exceeds the Employer's authority. The arbitrator shall not have authority to prescribe a monetary award as a penalty for violation of this Agreement.

8. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement and shall confine his/her decision solely to the interpretation and application of this Agreement.

9. The costs of the services of the arbitrator shall be borne equally by the Employer and the Union. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same.

10. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

11. The arbitrator shall hold a hearing at the time and place convenient to the parties as expeditiously as possible after his/her selection and shall issue his/her decision within thirty (30) days after the close of the hearing.

12. Grievance resolutions or decisions at Step 1 through 3 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.

ARTICLE 10

DISCIPLINE

A. An appeal of disciplinary action shall be initiated within ten (10) calendar days from receipt of the Preliminary Notice and shall be filed with the Personnel Officer of Employer designee. A hearing shall convene within Twenty (20) calendar days of receipt of the appeal. The employee who is the subject of discipline shall be represented by the Local and/or International Union Representative. A decision shall be rendered by the Employer within Twenty (20) calendar days at the conclusion of the hearing.

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 Department of Personnel.

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 Merit System Board, New Jersey State Department of Personnel, pursuant to Civil Service Rules. Such appeal must be received by the Merit System Board within twenty (20) calendar days after the date of the receipt of the decision rendered by the Employer. The Merit System Board's rules and law promulgated there under shall govern the disposition of such a request or petition. Discipline and appeals for the Construction Official, 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 there under 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 Department of Personnel pursuant to Statute and Rules Regulations promulgated there under. 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 the requirements of the Department of Personnel, provisional promotional appointments shall be made only in cases of emergency or when no complete employment list exists. Where such appointments are made, the Department of Personnel 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 Department of Personnel, 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 Department of Personnel (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. Existing Employees

The salaries for the current bargaining unit employees will be in accordance with the salary schedule as listed in Appendix 1 of this agreement.

B. New Hires

The salaries for bargaining unit employees hired after January 1, 2009 will be in accordance with the salary schedule listed in Appendix 2 of this agreement. 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 New Hire 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, but in no event lower than step 3 of the guide.

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.

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 fifteen (15) consecutive regular work days. After a job vacancy exists for more than fifteen (15) 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 fifteen (15) 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
President's Day
Good Friday
Easter Monday
Memorial Day
Independence Day

Columbus Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Eve
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:

<u>Years of Service</u>	<u>Annual Vacation Hours Earned</u>
Date of hire through the third (3 rd) year of service	12 vacation days
Beginning of fourth (4 th) year through tenth (10 th) year of service	15 vacation days
Beginning of eleventh (11 th) 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 or, for Department Heads, with the approval of the Township Business Administrator, so as not to interfere with the efficient operation of the Department.

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.

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. Employees covered under this Agreement have the option of indefinitely accumulating sick leave or, in any given year, requesting payment at the employee's rate of pay as of the previous July 1st, for any unused sick leave for that year only, up to a maximum of: for calendar year 2012, 50% (i.e., a maximum of sixty (60) hours) of that year's sick leave; for calendar year 2013, 25% (i.e., a maximum of thirty (30) hours) of that year's sick leave; and, for calendar year 2014, 25% (i.e., a maximum of thirty (30) hours) of that year's sick leave.

Payment under this provision shall be made by the last pay in November of each year. However, employees must notify the Township that they are electing to receive payment under this provision, in writing, no later than November 1st of each year with the amount of sick leave eligible for payment to be determined as of that date. Furthermore, in order to qualify for payment, an employee must maintain a bank of at least one hundred twenty (120) sick leave hours, not including the hours sought for reimbursement. This entire provision set forth in this subparagraph C(1) shall be null and void effective December 30, 2014 and shall be considered to be deleted from this collective negotiations agreement as of that date.

2. 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.

3. Sick leave may be 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

BEEPERS/CELL PHONES

The Township shall maintain and provide a beeper or 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 Department of Personnel, 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 Division, 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.

C. The Township shall pay to all employees covered under this Agreement an annual clothing allowance in the amount of one hundred twenty-five (\$125.00) dollars in 2007; and commencing January 1, 2008, in the amount of one hundred fifty (\$150.00) dollars; and commencing January 1, 2009, and thereafter, in the amount of two hundred (\$200.00)

dollars. The aforesaid annual clothing allowance shall be paid to the employees covered by this agreement by the last pay in November of each year. This clothing allowance shall be prorated on a monthly basis so that if an employee terminates his or her employment with the Township for any reason during the year, the employee shall receive only the amount of clothing allowance payable for the month(s) during which the employee worked for the Township

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. The level of benefits in place after the Township exercises its option to implement the attached benefits summary (attached at Appendix 3), to be more fully set forth in the summary plan description required by law, shall establish prospectively the threshold for benefits when applying the "substantially equivalent" analysis set forth in this paragraph.

B. For changes in health benefits other than those benefits contemplated by the attached benefits summary and the summary plan description, the Township shall advise the

CWA in advance of any 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 may, at its option, implement the attached benefits summary, to be more fully set forth in the summary plan description required bylaw, on or after January 1, 2009.

D. To the extent that any benefits or terms and conditions contained in the plan description that is in effect prior to January 1, 2009 (or such date on which the Township implements the attached benefits summary) are not expressly changed by the attached summary of benefits, those benefits or terms and conditions shall be incorporated into the new summary plan description.

E. 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.

F. A. 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.

G. 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 dependant children only.

H. The Township agrees to allow any employee who is eligible for other healthcare 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. In consideration of the filing of such waiver, the Township will increase from the annual waiver payment \$1,500.00 to \$3,000.00 effective January 1, 2009. In the event that the Township becomes fully insured and pays a premium, the Township will pay to the Employee annually an amount of \$3,000.00 or 40% of the amount, whichever is greater, saved by the municipality because

of the Employee's waiver of coverage. 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 thru the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rated basis, any amount received which represents an advance payment for the period of time during which coverage is resumed. 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. The Union acknowledges that the decision of the Township to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process in accordance with N.J.S.A. 40A:10-17.1.

I. The Union acknowledges that employees who are married and both employed by the Township shall not be entitled to the waiver payment because the plan requires that married employees be covered under one type of coverage (e.g., Husband/Wife; Family).

J. Benefits upon retirement. The Township will assume the cost of 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 time of retirement at the Single level of coverage. Retirees will receive the same health benefits under the same terms and conditions as current active employees. On or after January 1, 2009, provided that the Township is fully insured, and paying a premium, a retired employee may purchase coverage for his or her spouse or civil union partner under the

Township's plan provided that the retiree pays the difference between the premium for Single coverage and the premium for Husband/Wife coverage.

ARTICLE 41

ON CALL EMPLOYEES

A. Employees permanently assigned by the Township to the on-call rotational 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 in full force and effect as of January 1, 2012 through December 31, 2014, 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.

SIGNATURE PAGE

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

For the Township of Pemberton

David A. Patriarca

David A. Patriarca, Mayor

For the Communications Workers of America, AFL-CIO, Local 1040

Carolyn L. Wade, Pres.

Vito L. Wallin, CWA National Rep.

Attest:

Mary Ann Lantry
TWP. CLERK

Date:

7/17/13 approved 7/17/13

Attest:

Date:

APPENDIX ONE

PEMBERTON TOWNSHIP SALARY SCALE

EMPLOYEES HIRED BEFORE JANUARY 1, 2009

Position	2012	2013	2014
Recreation Coordinator	42,809	43,666	44,539
Building & Grounds Supervisor	57,438	58,587	59,759
Supervising Mechanic	57,454	58,603	59,775
Municipal Court Administrator	61,204	62,428	63,677
UEZ Coordinator	63,468	64,738	66,033
Water Supervisor	63,680	64,953	66,252
Supervisor of Public Works	68,808	70,184	71,588
Supervising Clerk Typist	69,530	70,921	72,339
Construction Official	71,024	72,444	73,893
Recreation Supervisor	75,858	77,376	78,923
Water Superintendent	75,861	77,379	78,926
Superintendent Public Works	75,858	77,376	78,923
Tenured Tax Assessor* (P/T)	46,266	47,191	48,135
Tenured Tax Collector	76,587	78,119	79,681

* 20 hours/week

APPENDIX TWO
EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2009

2012	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Recreation Coordinator	39,580	40,680	41,779	42,879	43,978	45,077	46,176	47,276	48,376	49,475
Building & Grounds Supervisor	39,829	41,304	42,780	44,255	45,730	47,205	48,681	50,155	51,630	53,105
Supervising Mechanic	39,840	41,315	42,791	44,266	45,742	47,218	48,693	50,169	51,644	53,120
Municipal Court Administrator	42,440	44,012	45,584	47,156	48,727	50,300	51,872	53,444	55,016	56,588
UEZ Coordinator	44,011	45,641	47,271	48,901	50,531	52,161	53,791	55,421	57,051	58,681
Water Supervisor	44,157	45,793	47,428	49,063	50,699	52,334	53,970	55,605	57,240	58,876
Supervisor of Public Works	47,714	49,480	51,248	53,015	54,782	56,549	58,316	60,083	61,851	63,617
Supervising Clerk Typist	48,214	49,999	51,785	53,571	55,357	57,142	58,928	60,714	62,499	64,286
Construction Official	49,250	51,073	52,897	54,722	56,546	58,370	60,194	62,018	63,842	65,667
Recreation Supervisor	52,602	54,551	56,499	58,447	60,395	62,343	64,292	66,240	68,188	70,136
Water Superintendent	52,602	54,551	56,499	58,447	60,395	62,343	64,292	66,240	68,188	70,136
Superintendent Public Works	52,602	54,551	56,499	58,447	60,395	62,343	64,292	66,240	68,188	70,136
Tenured Tax Assessor *(P/T)	39,580	40,680	41,779	42,879	43,978	45,077	46,176	47,276	48,376	49,475
Tenured Tax Collector * 20 hours/week	52,602	54,551	56,499	58,447	60,395	62,343	64,292	66,240	68,188	70,136

Appendix Two (Continued)

2013	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Recreation Coordinator	41,163	42,307	43,450	44,593	45,737	46,880	48,024	49,167	50,310	51,454
Building & Grounds Supervisor	41,422	42,956	44,490	46,024	47,559	49,093	50,628	52,162	53,696	55,230
Supervising Mechanic	41,433	42,968	44,503	46,037	47,572	49,106	50,641	52,175	53,710	55,244
Municipal Court Administrator	44,138	45,773	47,408	49,043	50,677	52,312	53,947	55,581	57,216	58,851
UEZ Coordinator	45,771	47,467	49,162	50,857	52,552	54,248	55,943	57,638	59,333	61,028
Water Supervisor	45,923	47,624	49,325	51,026	52,727	54,427	56,129	57,830	59,530	61,232
Supervisor of Public Works	49,622	51,460	53,298	55,135	56,973	58,811	60,649	62,487	64,324	66,162
Supervising Clerk Typist	50,142	52,000	53,857	55,714	57,571	59,428	61,286	63,143	65,000	66,857
Construction Official	51,219	53,117	55,014	56,911	58,808	60,704	62,601	64,499	66,396	68,293
Recreation Supervisor	54,707	56,732	58,758	60,785	62,811	64,837	66,863	68,890	70,916	72,941
Water Superintendent	54,707	56,732	58,758	60,785	62,811	64,837	66,863	68,890	70,916	72,941
Superintendent Public Works	54,707	56,732	58,758	60,785	62,811	64,837	66,863	68,890	70,916	72,941
Tenured Tax Assessor *(P/T)	41,163	42,307	43,450	44,593	45,737	46,880	48,024	49,167	50,310	51,454
Tenured Tax Assessor (F/T)	49,622	51,460	53,298	55,135	56,973	58,811	60,649	62,487	64,324	66,162
Tenured Tax Collector	54,707	56,732	58,758	60,785	62,811	64,837	66,863	68,890	70,916	72,941

* 20 hours/week

Appendix Two (Continued)

2014	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Recreation Coordinator	42,809	43,999	45,188	46,377	47,567	48,756	49,944	51,134	52,323	53,512
Building & Grounds Supervisor	43,080	44,675	46,270	47,866	49,461	51,057	52,652	54,248	55,843	57,439
Supervising Mechanic	43,091	44,686	46,283	47,879	49,474	51,070	52,667	54,262	55,858	57,455
Municipal Court Administrator	45,904	47,603	49,304	51,004	52,704	54,405	56,104	57,804	59,505	61,205
UEZ Coordinator	47,602	49,365	51,128	52,891	54,654	56,417	58,180	59,943	61,706	63,470
Water Supervisor	47,760	49,529	51,298	53,067	54,836	56,605	58,374	60,142	61,912	63,681
Supervisor of Public Works	51,607	53,518	55,430	57,341	59,252	61,163	63,075	64,986	66,898	68,809
Supervising Clerk Typist	52,149	54,079	56,011	57,943	59,874	61,806	63,737	65,669	67,599	69,531
Construction Official	53,268	55,241	57,214	59,188	61,160	63,133	65,106	67,078	69,052	71,025
Recreation Supervisor	56,895	59,002	61,109	63,217	65,323	67,430	69,537	71,645	73,752	75,859
Water Superintendent	56,895	59,002	61,109	63,217	65,323	67,430	69,537	71,645	73,752	75,859
Superintendent Public Works	56,895	59,002	61,109	63,217	65,323	67,430	69,537	71,645	73,752	75,859
Tenured Tax Assessor *(P/T)	42,809	43,999	45,188	46,377	47,567	48,756	49,944	51,134	52,323	53,512
Tenured Tax Assessor (F/T)	51,607	53,518	55,430	57,341	59,252	61,163	63,075	64,986	66,898	68,809
Tenured Tax Collector	56,895	59,002	61,109	63,217	65,323	67,430	69,537	71,645	73,752	75,859

* 20 Hours/Week