

AGREEMENT

BETWEEN

MAYOR AND COUNCIL, TOWNSHIP OF BURLINGTON

AND

COMMUNICATIONS WORKERS OF AMERICA

*2008 - 2009 - 2010 - 2011 - 2012*

NOTE: Items shown as "***bold italics***" are new language and changes

## PREAMBLE

This agreement entered into by Mayor and Council of the Township of Burlington hereinafter referred to as the "Employer", and the **CWA**, hereinafter referred to as "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rate of pay, hours of work, and other conditions of employment.

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I. RECOGNITION: The Employer recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all its employees in the classifications listed under Annex B, Salaries, attached hereto, and by reference, made as part of the Agreement. This recognition, however, shall not be interpreted as having effect of, or in any way abrogating the rights of employees as established under Laws of 1968, Chapter 303.

Length of Contract and Salary Increases:

<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
<b>3.75%</b>	<b>3.75%</b>	<b>3.5%</b>	<b>4%</b>	<b>4%</b>

This contract maintains two (2) salary schedules for Laborers. Section A shall cover those Laborers hired between July 1993 and November 1995. Those hourly rates as found elsewhere shall apply to all employees hired after January 1, 1996 or are at the top rate (6th step) in 1996 unless otherwise provided for.

## II. GENERAL RULES

A. The proposed salary ranges shall be established and applied to all authorized classified positions, except where positions and salary are set by statute, part-time employment or professional services on specialized basis.

B. The minimum rate shall be the hiring rate for each title. Employees with special skills or experience may be hired in excess of the minimum hiring rate at the discretion of Management. In the event that the employee shows special skills and his/her work record and performance are above average, the Management may advance the employee to a higher rate within his/her classification, premature to his/her "after first year" increase. Management shall notify the Union, in writing within thirty (30) days of any action taken under this paragraph.

C. Whenever an employee is promoted or reclassified from one class or title to another having a higher salary range or when the salary range of his/her classification is increased, then his/her salary shall be adjusted to the minimum of the new range or at a step commensurate with old rate whichever is closer. In no case shall it be lower than the old rate of former classification. Progression to the next salary step will occur one (1) year from the date of promotion or sooner at Management's discretion.

D. Rates of compensation provided for in these regulations are fixed on the basis of full-time service.

E. During the term of this Agreement, the pay scale will not be reduced unless by mutual agreement of both parties.

F. An employee who performs work in a higher classification than his own, and assumes all of the responsibilities and duties of said classification for more than two (2) hours in any one day, shall be paid for all hours worked that shift at a step in the upgraded classification that is equal to the step in the employee's current classification. (Example: 2nd step Laborer to 2nd step Truck Driver).

G. All salaries and wages shall be paid weekly.

H. Management Rights.

1. The Township hereby retains and reserves unto itself, without limitation, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the applicable laws and regulation of the State of New Jersey, including, but without limiting the generality of the foregoing right:

a) To the executive management and administrative control of the Township, and its properties and facilities, and the activities of its employees, subject to the New Jersey Employer-Employee Relations Act;

b) To hire all employees, and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal, fine, suspensions, or demotion; and to promote, and transfer all such employees; all in accordance with the applicable laws and regulations;

c) To establish programs and objectives, including special programs, and to provide for all needs and services for the residents of the Township and persons who utilize Township services, all as deemed necessary or advisable by the Township;

d) To decide upon the means and methods of providing all services, selection of equipment, materials, and the utilization thereof by the Township employees or every kind and nature;

e) To determine work schedules, the starting and ending hours of employment, and duties, responsibilities, and assignments of employees with respect thereto;

f) To determine emergencies and the means and manner to cope with therewith and to determine when said emergencies have terminated.

2. The exercise of the foregoing powers, right, authority duties and responsibilities by the Township, the adoption of policies, rules, regulations, practices, resolutions and ordinances, 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 applicable laws and regulations and then only to the extent such specific and express terms hereof are in conformance with the applicable laws and regulations of the State of New Jersey.

3. Nothing contained herein shall be considered to deny or restrict the Township of its rights, responsibilities and authority under any national, state, county, or local laws, regulations, resolutions or ordinances.

4. All of the foregoing powers, duties and authority shall be exercised or not exercised at the sole discretion of the Township and the exercise or lack of exercise therefore shall be at the sole discretion of the Township and reviewable, if at all only the extent provided for by Civil Service laws of the State.

III. DETAILED PLAN

A. Salaries and Wages

1. All employees in classification listed in Annex B will review the salaries and wages set forth within Annex B for the years **2008, 2009, 2010, 2011 and 2012**, respectively. Said wages will be paid retroactive to January 1 of the appropriate year unless otherwise noted and shall include overtime and be effective upon passage of the Township Salary and Wage Ordinance.

In the event the Department of Personnel eliminates any job title which is currently in the bargaining unit and workers are placed into either an existing job title or a newly created job title, the employer agrees to negotiate over the wage rate of the job title(s) in which workers are placed if there is no wage rate to cover that particular title. Such negotiations will only be concerned with the wage rate for the newly created title and will have no effect on any existing rates in the salary scale.

Additionally, in the event that two or more existing job titles which are currently paid at different rates are consolidated into one title, the pay rate of the highest rated job shall become the wage rate for the consolidated title.

2. Longevity pay will be paid to all classified permanent Department of Personnel employees covered by this contract in accordance with the following schedule unless otherwise provided for by mutual agreement between the parties:

	Hired Prior Jan 1, 1988	Hired After Jan 1, 1988
<u>Years of Service</u>	<u>% of Base Wages</u>	<u>Flat Amount</u>
5 Years	2 1/2 %	\$900
10 Years	5%	\$1,400
15 Years	7 1/2 %	\$1,900
20 Years	10%	\$2,400
25 Years	12%	\$2,450

3. Economic Wage Adjustment. For the years **2008, 2009, 2010, 2011 and 2012** of this contract, should the cost price index for the current year, as set by the Philadelphia index for October, show an increase applicable to the Philadelphia area greater than 8.5%, then each employee covered under this contract shall receive an additional payment by way of bonus of \$50. ; if the figure is greater than 10% then each employee shall receive \$100.00.

## B. WORK SCHEDULE

1. The regular starting or work shifts will not be changed without forty-eight (48) hours advance notice to the affected employees. Emergency circumstances shall preclude this procedure.

2. Where the nature of the work involved requires continuous operations on a twenty-four (24) hour per day, seven (7) day per week basis, classified employee so assigned will have their schedules arranged in such a manner which will assure, on a rotation basis, that said employee will have an equal share of Saturdays and Sundays off, distributed evenly as possible throughout the year.

3. Where more than one (1) work shift per day exists within a given classification, and the shifts are not on a rotation basis, classified employees will be given preference of shifts in accordance with their seniority, whenever practicable. A shift premium will be paid in accordance with the provisions set forth in Annex A attached hereto and made apart hereof by reference. An employee working on a shift who extends over into another shift and entitled to overtime compensation for the work performed in the other shift shall be paid overtime compensation in accordance with the pay scale for the initial shift and in accordance with the Section 3G of this contract.

## C. PERSONAL LEAVE

1. Each employee shall be allowed up to five (5) days personal leave, three (3) paid, two (2) unpaid, which may be used for personal business that can only be attended to during regular business hours with permission of their immediate supervisor. The first three (3) personal leave days granted shall be the paid days. Personal leave time will not be accumulated. An employee hired after the start of any given year under this contract shall receive an appropriate amount of paid personal time pro-rated upon remaining portion of the year that the employee is anticipated to work. Should the employee leave the Township service for any reason prior to the end of any year and has taken all of the initially entitled paid personal time, the Township will be reimbursed by the employee for the amount taken in excess of what was entitled. Should an employee not have to use any or part of paid personal time in any given year of this contract, then one-half (1/2) of said unused time will be credited to that employee's sick leave account in the subsequent year, but in no case shall such transfer be made for less than whole hours of sick time.

BIRTHDAY

1. Normally taken on actual birthday, can be taken on any day if agreed on by Department Head with at least a one (1) week notice prior to actual birthday by employee. Failure to notify Department Head as stipulated may result in forfeiture of said day. Employee having taken his/her birthday prior to actual occurrence and leaves Township service shall reimburse the Township the equivalent of one (1) days pay.

D. HOLIDAYS

1. Any employee shall receive time off with the pay for each of the following holidays;

- |                              |                         |
|------------------------------|-------------------------|
| New Years Day                | Columbus Day            |
| Martin Luther Kings Birthday | General Election Day    |
| Presidential Day             | Veteran's Day (Nov. 11) |
| Good Friday                  | Thanksgiving Day        |
| Memorial Day                 | Day After Thanksgiving  |
| Fourth of July               | Christmas Day           |
| Labor Day                    |                         |

2. If any of the foregoing holidays fall on a Sunday, Monday shall be considered as the Holiday. If any of the above Holidays fall on a Saturday, Friday shall be considered as the Holiday.

3. If one of the preceding holidays falls within the employee's vacation period or scheduled days off, the employee shall receive an additional day off to be authorized by his/her supervisor.

4. Holiday pay will not be granted whenever an employee is absent a full work day before or after the day on which the holiday is celebrated except during vacation or unless the employee brings a doctor's excuse, except those employees who are scheduled a year in advance and work the actual holiday will be excluded from bringing in a doctor's excuse.

#### E. BEREAVEMENT LEAVE

1. A maximum of five (5) paid bereavement leave days will be granted to provisional and permanent full-time employees for a death in the immediate family. Immediate family shall include mother, father, spouse, **domestic partner, civil union partner, (as defined under NJ State Domestic Partnership and Civil Union Laws)**, sister, brother, children, **child of such for whom the employee has legal guardianship and physical custody, stepsiblings**, stepchildren, stepparents and spouse's parents. A maximum of three (3) paid bereavement leave days will be granted to provisional and permanent full-time employees for the death of a brother-in-law, sister-in-law and employee's grandparents. A maximum of one (1) paid bereavement leave shall be granted to all provisional and permanent full-time employees for the death of an aunt, uncle, niece, nephew, and spouse's grandparents. An additional two (2) days will be granted for out-of-state travel requirements if the funeral is more than five hundred (500) miles one-way. If requested by the Township Administrator, employee shall provide proof of family member's death (i.e. newspaper clipping, obituary, copy of death certificate.) Provided however, that should an employee be on an approved vacation leave at the time of the death of any aforesaid family members, vacation leave will be superseded by bereavement leave for the allowable number of days cited herein.

#### F. LEAVE OF ABSENCE

1. A permanent employee holding a position in the classified service, who is temporarily either mentally or physically incapacitated to perform his/her duties, or who temporarily desires to engage in a course of study such as will increase his/her usefulness on his return to the service, or who for any reason considered good by the Mayor and Council, be granted special leave of absence without pay for a period not exceeding six (6) months. Any employee asking for a special leave without pay shall submit his/her request in writing stating the reason why, in his opinion, the request should be granted and the date of his/her return to duty. For each separate case of special leave without pay other than as herein provided under the statutes shall, at the time leave is approved, determine whether the employee granted such leave shall be entitled to his/her former position on his/her return from such leave or whether his/her name shall be placed on the re-employment list for this class. Any employee granted a leave of absence by the Mayor and Council (not to exceed six (6) months) shall not accumulate seniority while on said leave of absence. **When an employee requests a medical leave of absence in writing to the Mayor and Council, it must be accompanied by a Doctor's note stating reason for this leave. Upon the employee's return from his/her leave of absence a Doctor's note must be provided that the employee is clear to return to work. Doctor's notes are required for Medical Leave of Absences only.**

For a leave of absence other than medical, employee is responsible for 100% of Health Care expense and/or premium. Payment to the Township shall be made on a monthly basis. Payroll deductions for such coverage will be continued and payable during this period by the employee. Sick and vacation time will be pro-rated on the basis of actual years service less leave time. Holidays occurring during such leave period will be unpaid and not transferable to later date(s). Such provisions are expected in case of veteran's as provided by Federal Law. Leaves of absence will be in accordance with the provisions contained in a subtitle III of Title II of the Revised Civil Service Statute.

#### G. HOURS-WORK AND OVERTIME

1. Normal workday shall consist of eight (8) continuous hours and a normal workweek (40 hours) shall consist of five (5) workdays. During any work week employee shall be granted two (2) consecutive days off.

2. Authorized overtime is subject to approval of Department Head.

3. For the purpose of payroll calculations, the workweek shall commence at 12:01 A.M. Sunday.

4. Pay checks to be issued every Friday.

5. For those employees who regularly work a forty (40) hour week, overtime compensation shall commence when the employee's time worked exceeds forty (40) hours per week or exceeds eight (8) hours per day.

Authorized overtime compensation shall be computed at an hourly rate equal to one and one half (1 1/2) times the equivalent hourly rate, and double (2) times the equivalent hourly rate on the seventh (7th) consecutive day worked. Authorized Holiday work compensation will be computed at double time plus the day's pay. Workweek is defined as found above. Holidays, vacation days, and paid sick days may be counted toward the forty (40) hours per week for the overtime only. Overtime after the first 1/10th hour shall be computed to the nearest 1/10th hour. Employees who work six (6) consecutive hours beginning at 3:30 P.M. (day shift) or 11:30 P.M. (night shift) shall receive \$5.00 for meal allowance. Employees called into work on holidays or from a non-duty status shall be entitled to said meal allowance following fourteen (14) consecutive hours of work.

A receipt must be submitted to immediate supervisor within forty-eight (48) hours of occurrence to be reimbursed. Township shall take steps to insure that necessary funds are available from petty cash to cover the above obligation promptly on presentation of receipt. In appropriate situations, Township may advance funds for the above purpose with obligation upon employee to turn in by the next working day a receipt for the moneys so advanced.

6. Overtime shall be distributed equally insofar as practicable, among the employees who are qualified and able to perform the required work. Qualified workers will be called after those employees on said classification have been asked.

7. The Management will diligently attempt to give employees at least a half of an hour (1/2) notice of all overtime work.

8. If the situation arises whereby the Management cannot fill its overtime requirements after exhausting all of the procedures for a said classification as herein agreed and set forth, then the employees who are in the classification to do the job with the least amount of logged overtime will be assigned to do the work.

9. The Supervisor shall maintain and post a timely and continuing basis, not more than two (2) working days, a current list of employees and the amount of overtime they have worked and refused by classification. Employees who are in said classification and have logged the lowest amount of overtime will be given preference for the scheduled overtime work. Any employee who directly refused overtime assignments will be charged for the amount of hours worked by his/her substitute.

10. Employees called into work from home on an emergency call-out, outside their regular work day, shall be guaranteed a minimum of two (2) hours pay prior to 12:00 midnight and three (3) hours pay after 12:00 midnight at the hourly rate equal to one and one-half (1 1/2) times the equivalent hourly rate.

11. All permanent vacancies or new jobs shall be posted on all bulletin boards for five (5) working days.

A) If the job opening is promotional, present full-time employees will be given preference of the job in accordance with Civil Service.

B) With permission of the Department Head, present full-time employees shall be allowed to transfer to different sections of the Public Works Department even if the classification is the same, provided they have just reason for such transfer and a vacancy exists.

12. Any employee who retires prior to contract settlement shall receive all benefits and responsibilities of the contract in force at the time of retirement unless otherwise provided for.

13. All departments will be guaranteed a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon.

14. All departments will be guaranteed a one (1) hour break during the first shift to be scheduled by management, except where otherwise mutually agreed to in writing by Union and Employer. (See attachment dated June 12, 1989-Change in work hours)

#### H. WORKER'S COMPENSATION, SAFETY & HEALTH

1. Employees disabled with job related injuries and unable to work will receive full pay from the Township, and will endorse compensation checks received over to the Township. The time limit will be determined by the compensation doctor. When the compensation doctor determines that an employee may return to work, the Township checks will cease unless the employee returns to work.

2. As practical, the Employer shall at all times maintain safe and healthful working conditions and will provide authorized employee with:

a. Summer and Winter uniforms properly suitable for seasonable weather conditions, including coveralls with the approval of Management.

b. Tools or devices reasonably necessary in order to insure their safety and health.

c. Rain gear and rubber pullover boots.

d. Approved safety work shoes not to exceed \$115. On or about July 1 of each year of this contract. Basic style and safety features to be determined by Management. Employee is responsible for purchasing said shoes. Reimbursement to be made with original receipt and Township voucher.

Management reserves the right to provide additional safety work shoes as may be necessary where a showing of extraordinary wear and tear may be evident. Those authorized employees are expected to maintain said safety work shoes through proper care in polishing and weathering. Shoes will not be replaced due to loss or abuse.

e. When job related, the Township shall reimburse the employee for CDL License Renewal and shall provide for the required physical.

f. The Township shall provide for any required professional license when job related.

Any article provided by the Employer are to be worn only during working hours. Articles are the property of Burlington Township, but the sole responsibility of the employee. Articles lost or stolen shall be paid for by the employee who has been assigned the articles.

Work uniforms shall be worn by all authorized employees and the Township shall provide such a clothing and cleaning, such uniforms shall be limited to that provided by the Township. The Township shall designate the source, style, material and all other features and aspects of the uniforms.

Uniforms will not be worn other than while on duty for Burlington Township. Safety equipment and uniforms must be worn as prescribed by the Employer. All safety and health rules must be obeyed by the employee and the employer. The principal of "work then grieve" shall apply in all cases.

3. All safety problems reported by the employees shall be reviewed by the Mayor's Safety Committee. If a solution cannot be reached on mutual agreement, then the problem can be handled as a grievance.

#### I. EQUAL TREATMENT

***The Township agrees that there will be no discrimination or favoritism practiced upon or shown employees for any reasons of sex, age, nationality, race, religion, marital status, political status, political affiliations, sexual orientation, gender expression (as defined under NJ State Law), national origin, color, handicap, Union membership, Union activities, or the exercise of any concerted rights or activities or any other legally protected class. For the purposes of this Agreement, he shall be a generic term referring to any employee regardless of their sex. Said usage is not intended to be discriminatory or sexually biased.***

#### J. GRIEVANCE AND ARBITRATION PROCEDURE

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement shall be settled in the following manner:

1. The employee shall take up grievance of dispute with the Union Representative and Immediate Supervisor, no later than **ten (10)** work days after the occurrence of such grievance or dispute, excluding weekends or holidays, and will have twenty-four (24) working hours to settle.

2. Union will then have seven (7) work days excluding weekends or holidays, to grieve Immediate Supervisor's decision (in writing) to the Management. Management will then resolve grievance within forty-eight (48) working hours.

3. Union may then, within seven (7) workdays excluding weekends, or holidays, from Management determination, further grieve to the Mayor or his/her representative who will have thirty (30) days to resolve grievance.

4. In the event that grievance is still unsettled, Union may, within **twenty (20)** days after discussion with Mayor or Representative, apply to Department of Personnel or Public Employee Relation Commission, pursuant to rules and regulations established by P.E.R.C. under provisions of Chapter 303, Laws of 1968.

5. In the event or arbitration proceedings, CWA Representative shall be allowed time off, with pay for the purpose of attending such proceeding and be it further recognized that the cost of an arbitrator shall be borne on a shared basis. The costs of witnesses shall be the sole responsibility of the party calling for action.

6. In the event that disciplinary action is taken against any person covered under the provisions of this contract, the following procedure shall apply;

a. The Director of the Department involved shall serve upon the employee a proper NJ Department of Personnel notice, which specifies the nature of the charges, and the action taken, a copy of said notice to be filed with Township Administrator. In the event that no hearing is required by law the employee shall be free to proceed with paragraph 3 through 5 of this section of the contract.

b. In the event that a hearing is required by law, the initial notice shall specify the time, date and place of the hearing which shall be held before the Administrator of the Township of Burlington. Said hearing shall be held within the time requirements established by law for the holding of hearings for the employee subject to the hearing. At the hearing before the Township Administrator, the Department Head shall present the basis for the charges set forth within the notice field.

Subsequent to the presenting of said facts, the employee shall have the right to cross examine witnesses, present witnesses or other evidence and to testify in his own behalf. The employee shall in addition have the right to be represented at all proceedings by counsel of employee's choosing and cost.

c. Within thirty (30 ) days from the **date** of hearing before the Township Administrator, the Township Administrator shall render his findings of facts and conclusions of law which shall rule on the appropriateness of disciplinary action in the matter pending. A copy of said finding of fact and conclusions of law shall be filed with the Mayor and Township of Burlington, the employee and the Township Department Director affected. The Mayor of the Township of Burlington within seven (7) days from receipt of the findings of facts and conclusions of law shall affirm, modify or reverse the determination made by the Township Administrator which action the Mayor shall be deemed final for purposes of review. In the event that no action is taken by the Mayor within seven (7) days after receipt of the findings of fact and conclusions of law, determination of the Township Administrator shall be deemed adopted by the Mayor and final decision in the matter subject to appeal in accordance with the provisions of law.

d. At all proceedings wherein disciplinary action is pending the Union shall have the right to represent the interest of the employee and actively participate on his defense.

K. Rights and Privileges of the **Union**.

1. Representatives of the **Union** shall be permitted a reasonable amount of time to transact joint Union and Management business on the premises as long as it does not interfere with assigned duties.

Employees designated by the Union may be granted a leave of absence upon request of the Union President for Union Business. Such leave will be treated as personal leave without pay and permission for such leave may be withheld if operational consideration so requires. Such leave will be considered as time worked for the purpose of seniority accrual and other benefits, provided that such leave does not exceed ten (10) workdays. Upon designation by the Union, the Township agrees to allow two (2) employees to attend union conferences or training sessions for up to two (2) days with pay. Attendance will be determined upon work force availability and must be requested by the Union or designated employee at least one (1) week in advance. Certification of attendance will be required. The **Union** may have use of a meeting room in the Township Buildings when appropriately scheduled through the proper authority. No employee shall be allowed to be called in and have charges put against him/her by the Management without being represented by a shop representative.

L. Union Dues.

The Township agrees to deduct weekly from the base pay of each employee, who furnishes a written authorization for such deduction in a form acceptable to the Township the amount of monthly Union Dues. Dues shall be per month or such amount as may be certified by the CWA to the Employer at least thirty (30) days prior to the month in which the deduction of Union Dues is to be remitted by the Employer to the CWA, 1 Lower Ferry Road., West Trenton, NJ 08628, by the tenth (10) calendar day after such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such deductions were made. A copy of such list shall also be delivered to the CWA President.

The CWA agrees to indemnify and hold the Township harmless against any and all claims, suits, orders of judgments brought or issued against the Township with regard to the dues check-off, except for any claims that result from negligent or improper acts of the Township or its agent or servants.

1. Dues deduction may only be stopped if the employee so requests. Any such request must be in writing and submitted to the Township prior to December 15 of any given year. Dues shall be halted beginning with the first pay period of each calendar year.

2. The Township will supply the Union a copy of any request to halt dues.

3. If during, the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice prior to the effective date of such change, and shall furnish the Township a certified copy of the Resolution, indicating dues changes and the effective date of such changes.

## M. AGENCY SHOP

### 1. Purpose of Fee

Beginning August 1, 1988, all eligible non-member employees in this unit will be required to pay to the majority representatives a representation fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any employee to become a member of the majority representatives.

### 2. Amount of Fee

Prior to the beginning of each contract year, the union will notify the Township in writing of the amount of regular membership dues; initiation fees and assessments charged by the Union to its own members for that contract year, and the amount of the representation fee for that contract year.

### 3. Deduction and Transmission of Fee

After verification by the Township that an employee must pay the representation fee, the Township will deduct the fee for all eligible employees in accordance with this section.

The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

The Township shall deduct the representation fee as soon as possible after the tenth (10) day following reentry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals re-employed in this unit from a re-employment list, for employees returning from a leave without pay, and for previous members who become eligible for the representation fee because of non-member status.

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

### 4. Demand and Return System

The representation fee in lieu of dues only shall be available to the Union if the procedure hereafter are maintained by the Union. The burden of proof under this system is on the Union.

The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representatives.

The employee shall be entitled to a review of the amount of representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union.

The Union shall submit a copy of the Union review system to the Governing Body of the Township of Burlington. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system.

If the employee is dissatisfied with the Union's decision, he may appeal to a three-member board established by the Governor.

5. Township Held Harmless

The Union hereby agrees that it will indemnify and hold Burlington Township harmless from any claims, actions or proceedings brought by an employee in the negotiations unit which arises from deductions made by the Township in accordance with its provision. The Township shall not be liable to the Union for any retroactive or past due representation fee for an employee who was identified by the Employer as excluded or confidential or in good faith was mistakenly or inadvertently omitted from deduction of the representation fee.

6. Legal Requirements

Provisions in this clause are further conditioned upon all other requirements set by statute.

7. Enrollment

It is understood that the implementation of the agency fee program is predicted on the demonstration by the Union that more than 60% of the eligible employees in the negotiating unit are dues paying members of the Union.

If at the signing of this Contract the above percentage has not been achieved, the agency fee plan will be continued through December 31, **2008** after which it shall be discontinued unless the minimum has been achieved prior to the occurrence. Thereafter, if the minimum percentage is exceeded on any quarterly date; i.e., January 1, April 1, July 1, or October 1, the agency fee plan shall be reinstated with proper notice to affected employees.

In each contract year of the contract on January 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has the agency fee shall continue until the following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.

## **N. BENEFITS**

### **Group Insurance Plan for Employees**

#### **1. Health Benefits**

***The Township shall participate in a Health Benefits program to provide for Hospital, Surgical, and Major Medical Benefits Coverage. The Township will provide for a self-insurance program.***

***2. The Plan shall be available for full time permanent employees and their spouse/civil union partner and dependents. Provisional employees shall be eligible for single coverage only commencing on the first of the month after thirty (30) days from hire date through the 90-day working test period. (Example: employee hired on 8/14 will be put on benefits as of 10/1). Upon successful completion of the working test period coverage can be extended to spouse/civil union partner and dependents. Employees who opt not to extend coverage to spouse/civil union partner and/or eligible dependents, the Township will make a payment to that employee in the amount of 25% of the difference between the premium rates.***

There shall be no changes in the group hospital plan or any type of insurance presently maintained and paid for by the Employer and the Employees, except in the case of a new plan that is equivalent or better.

The Township will provide the established limit for Health Benefits from date of retirement until employee becomes eligible for Medicare. Reimbursement for said amount will be made upon submission and acceptance of Township voucher. In order to be eligible to receive the limit of Township coverage, the following conditions shall apply:

1. Twenty-Five (25) total years of service with the Township of Burlington or employed by the Township prior 1971.

2. An employee who retires prior to fifty (50) years of age after twenty-five (25) years of service shall be entitled to have the Township pay 50% of the present limit with the remainder paid by the retiree.

3. An employee who retires or is retired after attaining the age of 50 and after twenty-five (25) years of service or employed by Burlington Township prior to 1971 shall be entitled to have the Township pay 75% of the present limit with the remainder paid by the retiree.

4. Upon reaching the age of 55 the Township will provide 100% of the present limit with the remainder paid by the retiree.

5. Health Benefit limit will only be extended to the retiree and spouse. Any additional coverage for dependents shall be borne strictly at retiree's expense at the Township rate.

6. Retiree payments must be made to the Township on a quarterly basis. The Township shall notify retiree in the event of a rate change that will affect quarterly payments. Should payments not be received by the Township on the last day of the month due or within thirty (30) days , Township provided coverage may be discontinued. It is fully understood and agreed between the parties that it shall be the retiree's sole responsibility to maintain the prompt payment of any and all co-payment amounts. The Township will endeavor to contact the retiree should payment become delinquent in a reasonable manner.

7. Should a retiree opt not to avail to this benefit and decline participation at any time there shall be no readmission or availability of this benefit at any subsequent date.

**8. It is the intent of the Township of Burlington to provide for the continuation of existing coverage at a level equal to that at the time of retirement to the eligible retiree until eligible for Medicare.**

In the event the chosen coverage provider amends its coverage requirements or imposed conditions on the retiree over which the Township has no actual contractual control, the Township will not be obligated to provide additional or different insurance coverage to substitute for the coverage at the time of retirement. The Township shall continue such coverage for retirees as is set forth in this agreement hereafter to the extent such coverage remains permissible under New Jersey Law.

9. Should a retired employee receive Health Benefits equal to or better than the Township's coverage as a benefit of spouse's employment Burlington Township will not provide any Health Benefits for that employee. Retired employee must provide the Township with certification of such coverage or lack thereof as it applies to this benefit.

10. Should a retired employee be provided Health Benefits equal to or better than the Township's coverage as a benefit of spouse's employment Burlington Township will not provide any Health Benefits for that employee. Retired employee must provide the Township with certification of such coverage or lack thereof as it applies to this benefit.

11. For the purposes herein provided Health benefits shall be defined to include: Major Medical, Vision, Dental and Prescription coverage's. The Township will participate 50% up to \$500 for supplemental insurance from age 65 until death of the employee only who is eligible to receive aforementioned benefits after retirement. Should these benefits be increased after the signing of this agreement, any employee who retires from the date of the signing of this agreement and forward shall receive such increase in benefits.

**12. For an employee that has filed the appropriate PERS Retirement application and does retire and has reached Medicare age shall have the Township provide single coverage for employee spouse/civil union partner for a maximum of two (2) years or until spouse/civil union partner is eligible for Medicare whichever is less.**

B. Dental. The Township shall at its expense provide a dental care program for the employee and his family if eligible depending upon employee's date of hire. CWA may request a renegotiation of the existing dental care programs provided by the Township by serving written notice on the Township Administrator at least ninety (90) days prior to the end of the term of the existing program.

***Commencing with the year that the first 4% salary increase is selected the following shall apply:***

	<u>1/1/2011</u>
<b><i>Weekly Payroll Deduction Premier</i></b>	<b><i>\$7.00</i></b>
<b><i>Weekly Payroll Deduction Flagship Single</i></b>	<b><i>\$2.55</i></b>
<b><i>Weekly Payroll Deduction Flagship H/W – P/C</i></b>	<b><i>\$5.00</i></b>
<b><i>Weekly Payroll Deduction Flagship Family</i></b>	<b><i>\$8.30</i></b>

C. Life Insurance. (Permanent Employees eligible) The Township of Burlington has a group life insurance plan for members of Public Employees Retirement System of New Jersey.

The following coverage for non-contributory and contributory insurance plan members:

Less Than age 70	3 times salary
Age 70 or older	3/8 times salary

Contributory insurance is .55% of your salary and is paid by the employee.

D. Prescription Plan. The Township shall provide a co-pay Paid Prescription plan for its employees and their families if eligible depending upon the employee's date of hire according to the following:

	<u>1/1/2008</u>	<u>EFFECTIVE 8/1/2008</u>
<b><i>Brand:</i></b>	<b><i>\$6.00</i></b>	<b><i>\$10.00</i></b>
<b><i>Generic:</i></b>	<b><i>\$4.00</i></b>	<b><i>\$ 5.00</i></b>

***Mail Order – 3 month supply @ 2x specific co-pay \$10.00 Brand \$5.00 Generic.***

The employee shall pay \$2.00 per month towards the cost of this program by payroll deduction. The Township shall pay the balance of the premium charged for this program.

***E. Vision Care. The Township will provide \$250 every two (2) years to those employees covered under the Township's Self-Insurance health plan for the employee, spouse/civil union partner and covered dependents to the maximum of \$1000 every two (2) years.***

F. Disability Plan. The Township shall provide a State of New Jersey disability plan for its employees. Employees will be charged by means of a payroll deduction in an appropriate manner at whatever rate the State of New Jersey determines to be the cost to the employee for the life of this contract.

2. Insurance Buy-Back. The Township agrees to make a payment to any employee who elects to waive their rights to certain insurance coverage provided by the Township. The payment will be on a calendar year basis and will be paid to those employees who had filed a waiver of coverage with Personnel for the coming year.

The waiver must be filed at least one (1) month in advance of the effective date of the waiver.

The amount of payment per year for a waiver of the medical-surgical-major medical coverage as follows:

SINGLE	\$500.00
PARENT/CHILD	\$875.00
HUSBAND/WIFE	\$950.00
FAMILY	\$1,500.00

PRESCRIPTION:

SINGLE	\$100.00
PARENT/CHILD	\$150.00
FAMILY	\$250.00

DENTAL:

ALL	\$70.00
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If an employee elects to rejoin the Township group coverage, the employee shall make application to do so, and the employee shall pay to the Township the pro-rata portion of any unearned portion of the waiver payment previously paid to the employee. An employee may only rejoin during an open enrollment period, if applicable.

In the event that employees are married or become married while both parties are employed by the Township, the Township will only provide health benefits to one (1) of said employees. Said employee as covered under spouse's health plan shall not be eligible for insurance waiver.

3. Annual Vacations.

A) An employee hired by the Township of Burlington shall be entitled to receive by way of vacation one (1) day per month of employment to a maximum of twelve (12) days of vacation. New employees shall only receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, one and one-half working day if they begin on the 9th through the 23rd day of the month. Said vacation time shall be deemed the exclusive vacation time earned by an employee until after seven (7) years of service with the Township. After seven (7) years of service, the following schedule shall apply:

After 7 Years	15 days
After 13 Years	20 days
After 21 Years	25 days

B) Vacation shall be taken during the calendar year with up to five (5) allowable carry-over days with the approval of management. Employee may convert up to three whole sick days in conjunction with carried over vacation for no more than a total of five (5) days. Said "carry-over" days must be used in the immediate succeeding year and are not cumulative. Employee must advise their Department Head of their carry-over request, in writing, no later than December 1, of any contract year. Vacations will not be restricted to any particular season of year but must be granted by the Township any time within the year.

C) In the event that vacation days are not taken the cause is that of the Township, the Township may elect to pay, in cash, for said vacation or the employee may select alternate vacation days with approval of supervisor.

D) All vacation requests must be submitted, in writing, before March 31. First two (2) weeks of vacation will be subject to seniority preference. Vacation schedules may be changed only with approval of Management. Notification, in writing, of approval or disapproval will be made to the employee by April 15th.

E) Any employee who is laid off or retired by service of the employer, prior to taking his vacation, shall be compensated in cash for the unused vacation he has accumulated at the time of separation on a pro-rated basis for the year in which the employee leaves Township services. An employee who is separated from service for disciplinary reasons shall lose any vacation days accumulated but not used.

F) Each employee shall be notified in writing on or before January 1st of each year of his/her sick and vacation entitlement.

#### 4. Sick Leave With Pay

A ) New employees shall only receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation continued employment, employees shall be credited with 15 working days. If an employee requires none or a portion only of allowable sick leave for any calendar year, the amount of such leave not taken shall accumulated to his/her credit from year to year and he/she shall be entitled to such accumulated such leave with pay if and when needed.

Sick leave for purposes herein is defined to mean absence from duty of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his/her position, exposure to contagious disease, a short period of emergency attendance upon a member of his/her immediate family seriously ill and requiring the presence of such employee.

B) Sick leave claimed by reason of quarantine or exposure by contagious disease may be approved on the certificate of the local Department of Health.

C) The total years of service after permanent appointment of each such employee in the classified Civil Service shall be considered in computing accumulated sick leave due and available.

D) Any employee taking off sick shall notify their Department and/or Department Head within the hour prior to their starting time. Failure to comply will result in disciplinary action will be taken pursuant to Department of Personnel rules and regulations.

E) Employees shall receive one-half (1/2) day pay for all days of accumulated sick leave at retirement. Sick leave for the year in which retirement occurs will be pro-rated based upon the amount of paid service in the given year. If an employee is receiving sick pay at the time of retirement, such payments shall cease at the effective retirement date and all remaining sick leave shall be paid in a single payment at one-half (1/2) the regular rate.

F) Effective January 1, 2001 employees may exercise the option of receiving the dollar equivalent for any unused sick time in one (1) specific year. In exercising this option, the employee shall submit a letter to the Department Head on or before January 1st requesting payment of said unused days up to the maximum earned and unused in the year of this option. Payment shall be made in the dollar amount of the year earned upon final

passage of the Township Budget. Said hourly rate shall be that as of December 31 for the year of request. Exercising said option need not be consecutive nor continuous and shall be made at employee's selection.

G) Retirement is defined as that time when employee formally files for pension benefits with the State of New Jersey.

H) Nothing heretofore controlling, the provisions of N.J.A.C 4:1-17.18 shall control the handling of sick leave within the Township.

#### O. SENIORITY.

Seniority is defined to mean the accumulated length of continuous service with the Township computed from the last date of hire. In computing the length of service for purposes of determining seniority rights, all time taken in an unpaid leave of absence status shall not be counted in determining seniority. All time that an employee is suspended shall not be counted in determining seniority.

If a questions arises concerning two or more employees who were hired on the same date, the following shall apply:

If hired prior to the effective date of the Agreement, seniority preference among such employees shall be determined by the order in which such employee are already shown on the employer' s payroll records, first name, first preference, etc.

For employees hired on the same date subsequent to the effective date of this agreement, preference shall be given in alphabetical of the employee's last name. If permanent employee status is not effected, seniority can be computed from hiring date.

The employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of permanent, temporary employment, classification and pay rate, and shall furnish copies of same to the Representatives upon request.

Except where New Jersey Department of Personnel Statutes require otherwise, in all cases of promotions, demotions, layoff, recall, vacation schedules, work leader and other situations where substantial, employee with the greatest amount of seniority shall be given preference, provided he/she is qualified to perform the work involved.

#### P. QUALIFICATIONS OF EMPLOYMENT

No individual shall be initially hired by the Township on a permanent or provisional basis until such individual has been certified by a physician of the Township's choosing as fully capable of performing all the duties required in the position for which he/she is hired. In the event work is begun before a physical can be obtained, continued employment is contingent upon certification as stated above.

Q. ANNUAL INCENTIVE

As an incentive for perfect attendance at work, any full-time permanent or provisional employee covered by this contract, who is employed by the Township as of January 1st of any year of this contract and who, during the ensuing months of the full calendar year shall not utilize any portion of his/her sick time, nor was suspended shall be awarded:

one year of perfect attendance	=	\$500
two consecutive years	=	\$500
three consecutive years	=	\$1000

on or about January 31st of the year of entitlement in addition to his/her normal compensation. If injured on the job, such absence shall not count against the employee when calculating eligibility for the perfect attendance incentive award, provided that such injury is not due to the employee's own negligence.

IV. MULTI-YEAR CONTRACT

It is understood and agreed between the parties to this agreement that this contract shall be multi-year in nature and is designed to cover the labor and management understanding for all employees covered by this contract for five (5) years except that the provisions hereinafter detailed shall automatically change effective January 1 of the year of the contract term involved providing that in the legislation is required the effectiveness of the provisions shall be postponed until said legislation is adopted but shall be retroactive in any event until January 1 of the year involved.

V. TERMINATION

A. This agreement shall be effective as of the first day of January 1, 2008 and shall remain in full force and effect until the thirty-first (31) day of December 2012.

It shall be automatically renewed from year to year and thereafter, unless either party shall notify the other, in writing, ninety (90) days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin "no later" than sixty (60) days prior to the expiration day; and the Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

B. In the event that either party desired to terminate this Agreement, written notice must be given to the other party, not less than thirty (30) days prior to the desired termination date, which shall not be before the expiration date set forth in the preceding paragraph.

#### VI. SEPARABILITY AND SAVINGS CLAUSE

This Agreement is the entire understanding between the parties and in the event that any paragraph, section or subparagraph hereof shall be declared unconstitutional or contrary to prevailing law, it is the intent of the parties to allow the balance of the contract to survive as is and to adhere to the terms and conditions of the contract as if the offending paragraph were not a part of this contract and the balance of the Agreement shall remain in full force and effect.

#### VIII. FULLY BARGAINED FOR PROVISIONS

This Agreement represents the totality of the understanding and agreements reached between the parties and it is the intent of the parties that during the term of this agreement that neither side shall be required to negotiate or to renegotiate over any of the subjects herein contained and that the contractual understanding between the parties shall, during the terms of this Agreement, be governed by the provisions hereof.

ANNEX A

SHIFT DIFFERENTIAL

All employees covered by this contract shall be entitled to additional compensation for shifts worked. Such increased shall apply to the periods when said employee is working the shifts specified. Normal shift excludes those situations where the employee has been called in to perform some specialized task and applies to a continuous eight (8) hour work period following within the hour designations set forth below:

First Shift:	Hours falling between 7:30 AM and 3:30 PM				
	<u>Shift Differential</u>				
	2008	2009	2010	2011	2012
	-0-	-0-	-0-	-0-	-0-

Second Shift:	Hours falling between 3:30 PM and 11:30 PM				
	<u>Shift Differential</u>				
	2008	2009	2010	2011	2012
	.55 hr	.55 hr	.55 hr	.55 hr	.55 hr

Third Shift:	Hours falling between 11:30 PM - 7:30 AM				
	<u>Shift Differential</u>				
	2008	2009	2010	2011	2012
	.60 hr	.60 hr	.60 hr	.60 hr	.60 hr

Said increase shall apply only to the periods when said employee actually works during the shifts specified above. Those employees reporting out sick during these shifts will be paid at their normal hourly rate without benefit of a shift differential compensation assuming proper sick leave procedures have been followed. The parties expressly agree that the Township has the authority to alter, from time to time, the starting and stopping time for any shift as the Township determines appropriate.

In addition, the Supervisor may designate an individual to be "leader" during a shift; and individual appointed "leader" in addition to the above shall be entitled to an additional seventy-five (75) cents per hour; duties of said "leader" shall be as specified by the Supervisor.

## ANNEX C

### BURLINGTON TOWNSHIP COMMUNICATIONS OPERATORS

It is recognized that CWA. is the bargaining representative for the Classified Communications Operators of Burlington Township. The Classified Communications Operators work within the Police Department. Because of the special nature of this position, certain unique provisions, which only apply to Classified Communications Operators, have been incorporated with in this Annex to the base contract, to which this is an annex, shall control the employment relationship between the Classified Communications Operators and the Township of Burlington.

#### A. HOURS WORK AND OVERTIME

1. Due to the emergency nature of work performed by the Communications Operators, they will follow work schedules devised among the Communication Operators and the Director of Public Safety, or his designated representative in Police Department.

2. Communications Operators may work any number of consecutive days and not be in violation of contract. Anything worked over twelve (12) hours per day is overtime.

3. One trained classified Communication Operator shall be operating the desk area at all times except in the event of a valid emergency, in the absence of a classified Communications Operator and before any other personnel is called into work the desk area, the procedure will be to call all off-duty classified Communication Operators for the entire time to be worked, or a split shift if that is applicable. If the position cannot be filled. Management may then call in other personnel.

4. A normal workday shall consist of one (1) shift not to exceed twelve (12) hours.

5. A normal workweek shall consist of not less than thirty-four (34) hours and no more than forty-eight (48) hours.

6. Overtime shall be computed at one and one-half (1 1/2) times the normal rate of pay for those hours worked over the normally scheduled work shift.

7. No Communications Operator will be allowed to work more than twelve (12) consecutive hours, meal break included. Shall no other Communications Operator be available to operate the desk after a reasonable attempt had been made to contact same by Management, then the Management may call in other personnel.

8. Due to the emergency nature of the work performed by the Communications Operator and need for adequate coverage of dispatching activities, the Police Department shall schedule meal breaks in appropriate and reasonable time period. However, should a Communications Operator be required to work over six (6) consecutive hours, it is understood and agreed that no claim shall be made for meal allowance as found in section G., paragraph 5 of CWA. Contract.

9. Consideration of sick, vacation and paid personal days shall be on the basis of paid time off equal to and commensurate with the actual time and hours worked. Should the normal work schedule revert to an eight (8) hour day and a forty (40) hour week, CWA. , specifically Communications Operators understands and agrees that the computation of sick, vacation and paid personal day shall also revert to an eight (8) hour paid day off and no claim be made by CWA. , specifically Communication Operators for any days, additional time and moneys earned, accumulated or not taken while operating under twelve (12) hour shifts.

10. Further, should the normal work day revert to eight (8) hours and the normal work week be forty (40) hours, any and all conditions, terms and provisions found in the body of the agreed upon contract between CWA and the Township of Burlington shall remain in full force and effect for contract years 2008, 2009, 2010, 2011, and 2012.

#### B. GRIEVANCE AND ARBITRATION PROCEDURE

These procedures shall be the same as stated in the base contract, except that the department is Public Safety, and the Director of Public Safety represents the position of Director/Department Head.

#### C. APPEARANCE IN COURT

A classified Communications Operator who must appear in municipal court during his/her off duty hours, will be paid the same as is provided for a patrolman under their contract. This applies to appearance not only in Burlington Township Municipal Court, but in other Municipal Courts and in County Courts, provided that said appearances is for Township related matters only.

#### D. Rules and Regulations

Due to the Classified Communications Operator being civilians, but working in the Police Department under Police Supervision and direction, there shall be a mutually agreed upon set of rules and regulations between the Chief of Police/Director of Public Safety and the classified Communications Operators which are to be adopted for the operational aspects of the Police Department and that all classified Communications Operators shall adhere to the provisions of said rules and regulations shall constitute a proper basis for disciplinary actions as that term is used within the provisions of the base contract.

#### E. CLEANING OF UNIFORMS

Personnel covered by the contract shall be entitled to a uniform clothing allowance of \$500 per year paid all at once, annually on or about December 1<sup>st</sup>.

#### F. FESTIVE HOLIDAYS

Christmas and Thanksgiving are designated as Festive Holidays. Shift employees working on the actual date of the holiday shall receive, in addition to their regular days pay, an amount equal to two (2) times their hourly rate of pay for those hours worked on that day.

G. TIME CLOCK FOR COMMUNICATIONS OPERATOR

Communication Operators are no longer subject to clock-in and clock-out of work.

H. NEW HIRE PAY RATES FOR COMMUNICATION OPERATORS

At the time of hire, the Township can pay an experienced Communication Operator at a higher rate than the minimum starting salary.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day of \_\_\_\_\_, 2008

TOWNSHIP OF BURLINGTON

BY: \_\_\_\_\_

Steven M. George  
Mayor

BY: \_\_\_\_\_

Ruth L. Barrett  
CWA Representative

ATTEST:

BY: \_\_\_\_\_

Anthony J. Carnivale  
Township Clerk

BY: \_\_\_\_\_

John Lazzarotti  
Assistant to the President

Bargaining Team:

BY: \_\_\_\_\_

Anthony C. Tallarico  
Staff Representative

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

