

AGREEMENT BETWEEN

THE TOWNSHIP OF MOUNT LAUREL

AND

THE COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO

CLERICAL EMPLOYEES

JANUARY I, 2017 THROUGH DECEMBER 31, 2022

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PREAMBLE

This Agreement is entered into on August __, 2019 by the Township of Mount Laurel, Burlington County, New Jersey (hereinafter referred to as the "Township" or "Employer") and the Communications Workers of America, AFL-CIO (hereinafter referred to as the "Union").

The purpose of this Agreement is to establish rates of pay, hours of work and other conditions of employment for clerical employees represented by the Union.

ARTICLE I RECOGNITION

The Township recognizes the CWA as the exclusive representative for the purpose of collective negotiations, according to law for all permanent full-time and part-time Mt. Laurel Clerical Employees and inspectors in the Community Development Department, but excluding policemen, fireman, confidential employees, and managerial employees within the meaning of the Employer-Employee Relations Act. Upon the creation of any new titles which are appropriate to this unit of employees, these new titles shall be covered by this Agreement.

CWA represents regular appointees in the working test period and provisionally approved new hires after four months of actual service with the Township.

ARTICLE II HOURS OF WORK

The regularly scheduled work week will consist of five (5) consecutive days Monday through Friday with the exception of contractual personnel. The Township's hours are 7:00 a.m. to 3:30 p.m., 8:00 a.m. to 4:00 p.m. and 9:00 a.m. to 5:00 p.m. for those employees in applicable departments. However, employees may be assigned to work hours other than the above as necessary to carry out the functions of their departments. This applies, but is not limited to, the employees of the zoning board, municipal court and/or the planning board. Flex time may be implemented where it is deemed appropriate for those departments where the department head and the employees mutually agree. If the Township has an interest in a four (4) day work week, the hours herein above may change accordingly and said hours must be mutually agreed to through negotiations for affected employees.

Any employee required to work any hours beyond the normal working hours above such as, attendance at any council, zoning or planning board meeting, or court session, shall be entitled to overtime pay at time and one half only after the attendance of the usual two meetings per month for those employees involved in planning and zoning meetings. Any evening meetings, employees can report to work at 10 am the following day. These two meetings per month would consist of a maximum of up to seven (7) hours each meeting, any hours worked after the two meetings will be at time and one half.

In some instances, allowances may be made to accommodate family situations. However, all exceptions must be approved by the Department Head and the Township Manager.

A one hour lunch period is allowed during the normal work day. Employees will rotate to permit the respective office to remain open during the lunch periods with the employees rotating their scheduled lunch period. All employees will be permitted two (2) fifteen (15) minute breaks per day, one in the a.m. and one in the p.m. The Township Manager may permit offices to close in an emergency situation or extreme circumstances.

Emergency overtime pay may be granted on an emergency basis by the Township Manager upon recommendation from the head of the department.

ARTICLE III SALARIES

All employees covered by this Agreement who are on a salary basis or hourly basis shall receive the following increases which shall be added to their hourly rate. Longevity is included in the hourly rate:

2017: \$1,000 to all bargaining unit members, retroactively to January 1, 2017.
Minimum salary increased to \$23,500, effective January 1, 2017;

2018: 1.9% increase, retroactive to January 1, 2018. Minimum salary increased to \$23,946.50, effective January 1, 2018;

2019: 1.9% increase, retroactive to January 1, 2019. Minimum salary increased to \$24,401.48, effective January 1, 2019;

2020: 1.9% increase effective January 1, 2020. Minimum salary increased to \$24,865.11, effective January 1, 2020;

2021: 1.9% increase effective January 1, 2021. Minimum salary increased to \$25,337.55, effective January 1, 2021;

2022: 1.9% increase effective January 1, 2022. Minimum salary increased to \$25,818.96, effective January 1, 2022.

ARTICLE IV OVERTIME

- A. Overtime compensation at the rate of time and a half (1-1/2) shall be paid by the Employer to all employees who work in excess of seven (7) hours a day or thirty-five (35) hours a week. The overtime rate for all hours worked on Sunday and holidays will

be double time. Overtime compensation must be authorized by the Department Head or his/her designee.

- B. Employees covered by this Agreement will be compensated at the rate of time and one half (1-1/2) in cash providing there has been approval by his/her designee for authorized overtime hours in excess of the regularly scheduled work week.
- C. For purposes of overtime compensation, all paid time, whether worked or not, as well as approved unpaid Union leave, shall be counted as worked time.
- D. Overtime shall be offered on the basis of seniority and rotated equitably within each department.
- E. Overtime is calculated with salary and longevity included in the base salary.

ARTICLE V LONGEVITY

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

- 10 years to 14 years - base salary is increased by \$600.00.
- 15 years to 19 years - base salary is increased by \$500.00 to a total of \$1,100.00.
- 20 years to 24 years - base salary is increased by \$1,000.00 to a total of \$2,100.00
- 25 years to 29 years - base salary is increased by \$500.00 to a total of \$2,600.00
- 30 years and above - base salary is increased by \$500.00 to a total of \$3, 100.00.

Longevity is paid on the employee's anniversary date, which is the employee's date of hire and is included in the employee's base salary. Longevity is paid only one (1) time in each of the five (5) groups listed above, not each year.

Longevity is not available for employees hired on or after January 1, 2010.

ARTICLE VI OUT OF TITLE PAY

When any employee performs out-of-title work for one day per week at the request of management, he/she shall be compensated within the range of the title work being performed. This compensation shall be at a minimum of 20% greater than the employee's regular rate of pay or the bottom of the range, whichever is greater.

**ARTICLE VII
CALL IN**

Any employee called back to work after the conclusion of his/her normal work shift shall be entitled to a minimum of two (2) hours of compensation, portal-to-portal, at a rate of pay of time and one half (1-1/2). The two (2) hours must be non-contiguous with either the start or finish of the work day.

**ARTICLE VIII
STANDBY**

Those employees designated for emergency standby duty shall earn two (2) hours per evening during a normal work week and four (4) hours for holidays and weekends at the rate of time and one half (1-1/2).

**ARTICLE IX
GRIEVANCE PROCEDURE**

A. DEFINITIONS:

"Grievance" is:

1. A claimed breach, misinterpretation or improper application of the terms of this Agreement, or
2. A claimed violation, misinterpretation or misapplication of rules or regulations, existing policy, agreements, administrative decisions, or laws applicable to the department, including minor disciplinary actions.

"Working Day" is defined as: Monday through Friday, excluding holidays.

- B. Any grievance or dispute which arises between an employee and Employer shall be processed and settled in strict accordance with the time limits set out herein. It is understood that all of the time limits, unless otherwise expressed, refer to working days and not calendar days.

C. PROCEDURES:

Within ten (10) days of the date of the grievance, or the date in which the grievant should reasonably have known of its occurrence, an employee with a potential grievance must orally present and discuss his/her complaint with his/her immediate supervisor on an informal basis prior to filing a formal Step 1 grievance, whenever time permits . A Union Steward may be present at such discussions.

STEP 1:

A grievance must be filed initially within twenty (20) working days from the date of the occurrence giving rise to the grievance or from the date the grievant should reasonably have known of its occurrence. The grievant or the Union shall prepare his/her grievance in writing on forms approved by each party and submit same to the Department Head who shall schedule, hear and determine the grievance within ten (10) working days after receiving it. Such grievance shall include date of the alleged grievable occurrence, nature of the grievance, pertinent contractual articles allegedly violated and the remedy sought. Failure to submit the required information is grounds for a denial of the grievance.

The decision of the Department Head shall be made in writing and in triplicate, and copies thereof, together with copies of the grievance, shall be served upon the grievant, the Union representatives and the Township Manager within said ten (10) working day period.

In the event that a grievance concerns a group of employees or is unit wide, the informal discussion prior to filing at Step 1 shall be between the Union and the Township Manager.

STEP 2:

Upon receipt of an adverse determination by the Department Head, the grievant or Union representative shall have a period of ten (10) days to appeal such determination to the Township Manager or designee who shall schedule, hear and determine the grievance within fifteen (15) working days after receiving it. The Township Manager or designee shall hear the grievance de novo and issue a decision in writing and in triplicate, and copies thereof, together with copies of the grievance and previous decision, shall be served upon the grievant and the Union representative within said fifteen (15) working day period.

STEP 3:

Upon receipt of an adverse determination of the Township Manager or designee, the Union shall have thirty (30) working days to appeal such determination to arbitration pursuant to the rules of the Public Employee Relations Commission ("PERC"). The cost of the arbitrator shall be borne by the Township and Union equally. Any other cost shall be borne by the party incurring it. The decision of the arbitrator shall be final and binding upon the grievant, Union and Township.

D. GENERAL RULES:

1. A failure to schedule, hear and determine the grievance at any step by the person designated to do so shall cause the matter to proceed immediately to the next step. Said grievance shall be deemed pending in the next step without the necessity of a formal written appeal.

2. Under no circumstances shall the Employer have the right to appeal a grievance adjudicated favorably to the employee, except when a determination is issued by PERC or the New Jersey Civil Service Commission.
3. At all steps in the grievance procedure, the grievant shall have the right to be represented by the Union and only the Union.
4. If the grievant alleges acts by or against the person designated to schedule, hear and decide grievances, the grievance shall be filed with, heard by and determined at the next highest step in the grievance procedure.
5. A group or class grievance may be filed by a member of the affected group or class, or by a representative of the Union; however, any such grievance, shall clearly delineate the group or class involved, and shall, where practicable, list the names and the titles of the individual employees involved.
6. Extensions of time limits may be obtained only by the written consent of the grievant or representative and person designated to hear and determine the grievance.
7. If a grievant accepts a resolution that is not in conflict with this Agreement, it shall be final and binding upon the parties.
8. A grievance settlement at Steps 1-2 shall not be precedent setting, however, it may be introduced as evidence in arbitration.

E. DISCIPLINE:

1. Discipline and discharge shall only be for just cause.
2. Discipline shall be progressive in nature and corrective in intent.
3. The degree of discipline administered by the Employer in a particular case must be reasonably related to: (a) the seriousness of the employee's proven offense; and (b) the record of the employee and his/her service with the Employer.
4. Grievances of minor disciplinary actions (five (5) day suspensions or less) shall be filed directly at Step 2. No discipline which results in loss of pay shall be imposed prior to the employee having a hearing unless there is an imminent threat to health and safety.
5. Provisional employees with 4 months of service or more (but have not yet been regularly appointed) are represented by the CWA and have all rights under the contract with the following exceptions: These employees are not eligible for promotions where civil service regulations prohibit such promotion. They will be

evaluated pursuant to the Township's Employee Evaluation Policy in the Employment Handbook. They have a right to receive a notice akin to the preliminary and final notices of disciplinary action for minor and major discipline and have a right to a review hearing with a Department Head. Any disciplinary appeal will be handled through the grievance/arbitration procedure of the contract. Any employee can be terminated from the provisional title if a veteran is appointed or if Civil Service appointment rules require separation.

6. Regular appointees in the Working Test Period (as that term is currently defined in Civil Service regulations) are represented by CWA. Their employment rights are determined by Civil Service regulations governing working test periods. Employees in this status are not eligible for consideration for promotions where civil service regulations prohibit such promotions, and will be subject to the 60 and 90 day progress reports as per Civil Service regulations. In determining whether an employee has satisfactorily completed the working test period, consideration will be given to the overall performance of the employee, and all evaluations performed on the employee by the Township, including all evaluations from the date of hire. Discipline and/or termination during the Working Test Period, and the decision an employee has satisfactorily completed the working test period, and any appeal therefrom, are subject to Civil Service regulations (N.J.A.C. 4A:4-5.4(b)) exclusively.
7. Permanent employees (after successful completion of Working Test Period) are represented by CWA in all respects. Following an administrative level disciplinary hearing and determination by the Department Head/ Township Manager, the appeal process shall be subject to the applicable Civil Service procedural rules for major discipline and contract arbitration for minor discipline.

ARTICLE X UNION RIGHTS

- A. A list of new hires will be furnished to the Union within ten (10) days after they have been hired. The list will include name, address, job title, salary, work email and telephone number, and date of hire.
- B. The Employer will provide the Union with an up-to-date seniority list by January 31st of each year.
- C. Representatives of the Union may be permitted to transact Union business on the premises with access to a meeting room at all reasonable times, provided that this shall not interfere with or interrupt normal operations of the service. This shall include the following:
 1. The right to distribute information dealing with Union business;

2. The right to hold Union meetings during lunch hours or break times as well as before and/or after work;
 3. The use of the interoffice and interoffice mail system, including email. Email use shall be limited to use for notification of meetings and dissemination of information in the same way as use of a Union bulletin board;
 4. The allocation of reasonable space for the storage and display of literature and resources pertaining to Union business; and
 5. Accessible and prominent space on a floor area for a Union bulletin board. All information will be given to union shop stewards for posting.
 6. The opportunity to speak with new workers about joining the Union, and provide information concerning Union membership and representation.
 7. A reasonable amount of time to investigate grievances and other workplace issues without loss of pay. Request for such leave shall be made by the authorized union representative to his or her immediate supervisor and shall not be unreasonably denied.
- D. The Township Manager shall notify the Union President or designee in writing no later than close of business the following workday when:
1. A summary Report for Disciplinary Action is submitted;
 2. An annual increment is denied;
 3. A formal corrective action is presented;
 4. A worker is sent home for the day;
 5. An administrative level disciplinary hearing is to be conducted;
 6. When an employee is discharged or suspended.
- E. Employees shall have the right for a Union representative to be present, if the employee so requests, during any meeting at which an employee is being questioned on a matter which may lead to discipline. Further, the employer must notify the employee of this right prior to the meeting.

**ARTICLE XI
PERSONNEL FILES**

- A. Each employee may review the contents of his/her file upon request. A Union representative may accompany said employee while he/she reviews his/her file. The employee shall have the right to respond to any document in his/her personnel file within thirty (30) working days of its receipt by the employee. Such response shall be directed to the appropriate party and shall be included in the employee's personnel file.

- B. Employees shall be given a copy of all documents which are to be included in the personnel file. Additionally, employees will be afforded the opportunity to initial documents prior to such placement in the file. Upon request, current employees will be given a copy of their personnel file without any cost to the employee.
- C. In any disciplinary proceedings commenced by the Township, warnings, reprimands and/or corrective actions (excluding suspensions and demotions) that occurred more than twenty four (24) months prior to the disciplinary action under review shall not be considered, so long as there have not been any warnings, reprimands and/or corrective actions within the twenty-four (24) month period.

**ARTICLE XII
HEALTH BENEFITS**

A. HEALTH INSURANCE:

- 1. The Township shall provide employees with benefits under the New Jersey State Health Benefits Plan (hereinafter "SHBP") which will include benefits for spouse and family as specified in the SHBP. The amount of contribution to be paid by an employee for medical benefits for the employee and any eligible dependents shall be set in accordance with P.L. 2011, c.78 for the term of this Agreement.

Premium contributions for health coverage will remain at Tier IV rates. Premium contributions for prescription shall remain at 50%.

- 2. It is agreed that the current health plan (SBHP) shall remain in effect for all employees; however, if the Township elects to change the current health care plan, it must be substantially equal to the level of benefits that are in effect now, so that there is no reduction in the overall level of benefits for employees.
- 3. If an employee leaves Township service, COBRA eligibility for 18 months is as per law. If any employee becomes divorced, family members can pay into the program for up to three (3) years.

B. HEALTH CARE RETIREMENT:

Employees who retire from the Township and qualify shall have the option to retain healthcare through the SHBP retirement plan.

C. DENTAL, OPTICAL, PRESCRIPTION:

- 1. The current prescription and dental plans shall remain in effect; co- pays will be based on what the SHBP offers and cannot be changed through the collective bargaining process. Employee Prescription Plan contribution will be in accordance with P.L. 2011, c.78 or fifty percent (50%) of the premium cost,

whichever is higher. Dental Plan contribution will be fifty percent (50%) of the premium cost.

2. The Township will provide a vision plan with the employee assuming the premium cost of \$25.00 annually. Employees who have had their eyeglasses broken on the job shall be entitled to be reimbursed a replacement of up to \$150.00 (one hundred and fifty dollars) not including the fifty (\$50.00) for the eye exam up to one (1) time in each contract year.
3. If the Township elects to change the coverage of these three (3) plans, it must be substantially similar to these three (3) plans that are in effect now so that there is no reduction in the level of benefits for the employees.

D. **DISABILITY PLAN:**

The Township and the Union have agreed to have the current optional "Disability Insurance Plan" available to all employees with no fees being placed upon them for the administration of this plan. If this optional disability plan is changed, the Township agrees to continue the administration of the new plan without any fees to the employee.

**ARTICLE XIII
SENIORITY**

- A. Seniority is defined as continuous unbroken service with the Employer.
- B. Seniority will be given strong consideration by the Employer with respect to promotion. If there are two (2) or more employees with substantially equal qualifications and ability to perform the work, the employee with the greatest seniority will be given preference.
- C. In cases where the Employer anticipates making lateral transfers or reassignments from one unit/department to another in a given title, volunteers shall be sought first. In the event there are no volunteers, the vacancy shall be filled, subject to qualifications, by inverse order of seniority.
- D. Seniority shall prevail in the selection of vacation schedules and work schedules.
- E. Layoffs due to a reduction in force shall be according to inverse seniority.

**ARTICLE XIV
JOB POSTING/TRANSFERS/LAYOFF**

- A. The Employer shall post on all appropriate bulletin boards and electronic/online internal employee information portals advance notice for ten (10) working days any position to be

filled. The notice will include basic job duties and salary range of the vacant position. A copy of the job posting will also be forwarded to the Local President and shop steward.

B. Names of appointees shall be posted and a copy of said selections forwarded to the Local President.

C. All vacancies within the Township are to be filled by present employees meeting the qualifications of the job vacated, prior to hiring from other sources insofar as permitted under the rules of the New Jersey Civil Service Commission.

D. TRANSFERS:

Employees may request a transfer to another position or department without prejudice or loss of any seniority rights. Such requests will be considered on their merits and said request shall be processed in accordance with Civil Service requirements.

E. LAYOFF:

Should layoffs become necessary, such layoffs are subject to the rules and regulations of the New Jersey Civil Service Commission. No permanent employee shall be laid off until all non-permanent employees have been terminated. All permanent employees shall be given 45 days' notice of layoff or demotion in lieu of layoff. Within each affected job class all temporary employees shall be laid off before any permanent employee.

ARTICLE XV WORKER'S COMPENSATION, SAFETY & HEALTH

A. The Employer shall at all times maintain safe and healthful working conditions and provide employees with protective tools and devices reasonably necessary to ensure their safety and health. The proper use of this equipment is mandatory on the part of the employees. Field personnel shall be reimbursed by voucher (proof of purchase receipt necessary) up to \$100.00 for a boot allowance. The boots must be steel-toed boots safety shoes. Field personnel will wear casual dress of distinctive fashion, to be determined by joint discussion between the employees and management. They will be purchased from the established vendor up to a cost of \$400.00 (four hundred dollars). Each year thereafter, items may be replaced on a fair wear and tear basis up to \$400.00 (four hundred dollars).

B. The parties will set up an advisory Health and Safety Committee composed of two (2) members appointed by the Union and two (2) members appointed by management. The Committee will meet at the discretion of its members and will forward any advisory reports in writing to the Township Manager for mutual resolution.

C. When an employee is injured on duty, he/she shall notify his/her immediate supervisor so that a Departmental Report may be prepared. The employee and his/her immediate

supervisor are also required to prepare an accident report. Under the State Worker Compensation Law, an employee receives compensation for temporary disability at 70% of their weekly wages, which is subject to a maximum compensation as determined by the Commissioner of Labor. The employee has the option of Workman's Compensation running concurrently along with use of sick time and vacation time in order to reach 100% pay. Credit for sick and vacation leave shall continue to accrue to an employee's benefit during a leave of absence without pay for an injury for which the employee is entitled to Worker's Compensation benefits.

- D. Pregnant VDT operators, who are requested to operate a VDT for five (5) hours or more per day, shall be given the opportunity upon request to transfer to non-VDT work during the term of their pregnancy without loss of contractual benefits. Such transfer shall be contingent upon other non-VDT work being available and at the recommendation of the employee's physician.

ARTICLE XVI UNION DUES

- A. The Employer agrees to deduct weekly from the base pay of each employee 1.15 %, who furnishes a written authorization for such deduction in a form acceptable to the Employer, 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 made. Deduction of Union dues made pursuant hereto shall be remitted by the Employer to the CWA, c/o Treasurer, Communications Workers of America, AFL-CIO, at the address designated by the Union, by the tenth (10th) calendar day after such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Local CWA President.
- B. 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 Employer or its agent or servants.
 - 1. In the event that any employee wishes to withdraw his/her authorization for dues deduction, the employee must provide a signed, written notice to the Township during the 10 days following each anniversary date of their employment. Upon receipt of such notice, the Township will provide a copy to the Union within five (5) days. An employee's notice of revocation of authorization for dues deduction shall be effective on the 30th day after the anniversary date of employment.
 - 2. 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.

**ARTICLE XVII
HOLIDAYS**

A. The following holidays will be observed:

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

B. Whenever any above holiday falls on a Sunday, the following day is observed as the holiday. Whenever such holiday falls on Saturday, it shall be granted on the preceding Friday. Additional holidays as established from time to time by gubernatorial proclamation, by appropriate authority, by rule, proclamation or order in a given locality, shall be granted for employees.

C. If a holiday, as indicated above, occurs while an employee is on leave with pay (excluding educational leave), the day shall be recorded as a holiday instead of sick or vacation leave. Holidays do not accrue during any leave of absence. If an employee is absent without pay before and after a holiday, he/she shall not be paid for that particular holiday.

**ARTICLE XVIII
SICK LEAVE/MEDICAL LEAVE**

A. Definition:

Sick leave for purposes herein is defined to mean absence of any employee from duty because of personal illness which prevents him/her from performing the usual duties of his/her position, exposure to contagious disease, doctor's appointment or a short period of emergency attendance upon a member of his/her immediate family (as defined) who is seriously ill and requires the presence of the employee.

Immediate family is defined to include mother and father, mother and father-in-law, brother and sister, spouse, children or foster children, grandmother and grandfather, including a person living in the household in a spousal relationship, or other relative living in the household of the employee, legal ward, grandchild, domestic partner and civil union partner (as defined under NJ State Domestic Partnership and Civil Union

laws), and child of such for whom the employee has legal guardianship and physical custody.

B. Sick leave shall be accrued as follows:

1. During the remainder of the calendar year in which an employee is first appointed, that employee will accumulate sick leave on the basis of one (1) day per month of service, or major fraction thereof.
2. Starting with the second calendar year of employment, an employee shall be entitled to fifteen (15) days sick leave each calendar year on a cumulative basis. Sick leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year and will be prorated when employment is severed.
3. Part-time employees shall receive sick leave on a prorated basis.
4. Sick leave may be utilized in hourly increments.
5. At the end of each calendar year, employees will receive a record of their sick leave.
6. Upon separation of employment from the Township by retirement only, the employee shall receive a maximum of 30 (thirty) days of paid sick leave or paid 30% (thirty percent) of all accumulated sick leave whichever is less not to exceed \$15,000.

C. Each employee shall have the option to sell back to the Township up to ten (10) unused sick days per year valued at their current daily rate and/or equal to 100% subject to the following:

1. The employee must have at least fifteen (15) sick days remaining available for use as of December 31st after the days sold back are subtracted.
2. The sell back request must be submitted in writing to the Employer between December 1st and December 15th.
3. Only unused sick days from the current year's allotment are eligible to be sold back.
4. The Township shall make payment for sick days sold back no later than the third pay in January.
5. Buy back of sick leave is not available for new employees hired on or after January 1, 2010.

D. Catastrophic Illness

1. An employee shall be eligible to receive donated sick or vacation leave if the employee:
 - a. Has completed at least one year of continuous service with the Township.
 - b. Has exhausted all accrued sick, vacation, personal or administrative leave, all sick leave injury benefits, if any, and all compensatory time off;
 - c. Has not, in the two year period immediately preceding the employee's need for donated leave, been disciplined for chronic or excessive absenteeism, chronic or excessive lateness or abuse of leave; and
 - d. Either:
 - i. Suffers from a catastrophic health condition or injury
 - ii. Is needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury, or
 - iii. Requires absence from work due to the donation of an organ (which shall include, for example, the donation of blood marrow).
2. For purpose of this section a "catastrophic health condition or injury" shall be defined as follows:
 - a. With respect to an employee, a "catastrophic health condition or injury is either:
 - i. A life threatening condition or combination of conditions; or
 - ii. A period of disability required by his or her mental or physical health of the employee or the health of the employee's fetus which requires the care of a physician who provides a medical verification of the need or employee's absence from work for 60 or more work days.
 - b. With respect to an employee's immediate family member, a "catastrophic health condition or injury" is either:
 - i. A life threatening condition or combination of conditions; or

- ii. A period of disability required by his or her mental or physical health which requires the care of a physician who provides a medical verification of the need for the family member's care by the employee for 60 or more work days.
- 3. A Township employee may request that the Township Manager approve his or her participation in the program, as a leave recipient or leave donor. The employee's supervisor may make such a request on behalf of the employee for his or her participation in the program as a leave recipient.
 - a. The employee or supervisor requesting the employee's acceptance as a leave recipient shall submit to the Township Manager medical verification from a physician or other licensed health care provider concerning the nature and anticipated duration of the disability resulting from either the catastrophic health condition or injury or the donation of an organ, as the case may be.
 - b. When the Township Manager has approved an employee as a leave recipient, the Township Manager shall, with the employee's consent, post or circulate the employee's name along with those of other eligible employees in a conspicuous manner to encourage the donation of leave time, and shall provide notice to all negotiations representatives in the Township.
 - i. If the employee is unable to consent to this posting or circulation, the employee's family may consent on his or her behalf.
- 4. A leave recipient must receive at least 5 sick days or vacation days or a combination thereof from one or more leave donors to participate in the donated leave program. A leave donor shall donate only whole sick days or whole vacation days, and may not donate more than 10 such days to any one recipient.
 - a. A leave recipient shall receive no more than 180 sick days or vacation days, and shall not receive any such days on a retroactive basis.
 - b. A leave donor shall have remaining at least 20 days of accrued sick leave if donating sick leave and at least 12 days of accrued vacation leave if donating vacation leave.
 - c. A leave donor shall not revoke the leave donation.
- 5. While using donated leave time the recipient shall accrue sick leave and vacation leave and be entitled to retain such leave upon his or her return to work.
 - a. Any unused, donated leave shall be returned to the leave donors on a prorated basis upon the leave recipient's return to work, except that if the

proration of leave days results in less than one day per donor to be returned, that leave time shall not be returned.

- b. Upon retirement, the leave recipient shall not be granted supplemental compensation on retirement for any unused sick days which he or she had received through the leave donation program.
- c. An employee shall be prohibited from threatening or coercing or attempting to threaten or coerce another employee for the purpose of interfering with the rights involving donating, receiving, or using donated leave time. Such prohibited acts shall include, but not limited to, promising to confer or conferring a benefit such as an appointment or promotion or making a threat to engage in, or engaging in, an act of retaliation against an employee.

**ARTICLE XIX
VACATION**

Full-time employees of the Township are entitled to an annual vacation as follows:

Years of Employment	Vacation Days
From 0 years and upon completion of 12 months	1 working day for each month of employment
From 1 year and upon completion of 7 years	12 working days
From 8 years and upon completion of 16 years	15 working days
From 17 years and upon completion of 20 years	20 working days
21 years or more	23 working days

Years of Employment shall be defined as the employee's anniversary date.

Part-time employees are eligible for vacation leave on a prorated basis using the above schedule. Accumulation of vacation leave carried over at the end of the year may not exceed 10 days, unless prior approval is received from the Township Manager.

Vacation leave may be taken from time to time in minimum units of one half days. At the time of separation from service, an employee shall be entitled to any vacation pay accumulated and not

previously used at 100% and will be prorated at the time of separation. At the end of each calendar year, employees will receive a record of their vacation leave.

ARTICLE XX RETIREMENT

- A. All employees who retire from the Township shall be paid all accumulated sick time with a maximum of thirty (30) days' pay or 30% percent of the accumulated sick leave, whichever is less.
- B. To be eligible to retire, the employee must have ten (10) years of service with the Township.
- C. Employees who retire from the Township shall have the option to remain in the Township's Health Care Plan. The full annual current rate must be paid for by the employee.

ARTICLE XXI PREGNANCY DISABILITY /CHILD CARE AND FAMILY LEAVE

- A. Pregnancy, disability leave, child care leave and leave under the New Jersey Paid Family Leave Act shall be granted in compliance with New Jersey Civil Service Commission regulations and in accordance with state and federal statutes and regulations.
- B. Leave without pay for permanent employees for this purpose may be granted for a maximum of one (1) year upon written request to the Township Manager. Provisional employees shall be granted leave for a maximum of sixty (60) days for this purpose. Except for reasons of health and safety or inability to perform her job, the pregnant employee shall be permitted to work provided the attending physician approves and so advises in writing.
- C. During any leave, including pregnancy disability leave, employees shall be required to exhaust all accumulated unused leave days prior to the leave becoming unpaid leave as set forth in the FMLA/NJFLA. This includes, where applicable, sick days, vacation and personal days.
- D. The Township Manager may grant to permanent employee fathers of newborn children and newly adoptive parents a leave of absence without pay not to exceed one (1) year any one time. Such requests shall also be made in writing to the Township Manager. Such leave is subject to the same terms and conditions applicable to all other personal leaves without pay.

- E. The Employer agrees to be bound by all provisions of the Family Leave Act, Chapter 261, Laws of New Jersey, approved January 4, 1990 and those provided under the Federal Family Leave Act that are applicable.

**ARTICLE XXII
BEREAVEMENT LEAVE**

- A. Bereavement leave, without loss of regular pay, shall be granted to all members covered by the terms of this Agreement for a death in the family for five (5) working days for death of an immediate family member and two (2) working days for death in the family
- B. For the purpose of this Article, death in the immediate family shall be defined as: spouse, or person living in a spousal relationship, parent, sibling, child, step-child, step-parent, any other relative who lives in the home of the employee at the time of death, legal ward, domestic partner and civil union partner (as defined under NJ State Domestic Partnership and Civil Union laws) and child of such for whom the employee has legal guardianship and physical custody.

Death in the family is defined as the death of a grandparent, all in laws, aunt, uncle, niece, nephew or grandchildren .

- C. If an employee needs to take additional time off other than what is allotted for in Paragraphs A and/or B of this article, they shall be able to utilize available vacation, personal or sick days.

**ARTICLE XXIII
PERSONAL LEAVE**

Each employee covered by this Agreement shall receive one (1) personal day with pay after two (2) years of service, an additional personal day with pay after five (5) years of service and another additional day with pay after ten (10) years of service (A total of three (3) days off with pay). Personal days may not be accumulated. Personal days shall be based on the anniversary date of hire and not the calendar year. One (1) floating personal leave day will be added to all employee's leave schedule after they have completed one year of service with the Township.

Personal days may be used in cases of an emergency with less than twenty four (24) hours notification. "Emergency" is defined as an event which could not be anticipated and over which an employee had no control. Personal Leave may be utilized in hour increments.

**ARTICLE XXIV
UNION LEAVE**

- A. Designated agents of the Union shall be allowed reasonable time off from their normal employment duties, without loss of pay, to engage in Union activity provided that such activity shall not substantially interfere with or interrupt the normal operations of the Employer. It is understood that all Union activity, of whatever kind or nature, shall take place only within the parameters of prearranged schedules, and at the locations listed therein, mutually agreed to by the Union and the Employer.

- B. The Union shall be granted an aggregate of twenty-two (22) paid and twenty-two (22) unpaid days leave time per annum to attend to Union business. Use of such days shall be at the sole discretion of the Union provided the Union gives two (2) days written notice. If less than two (2) days written notice is given, the leave time may be denied. Such denial shall not be arbitrarily or capriciously applied.

**ARTICLE XXV
OTHER LEAVES OF ABSENCE**

A. JURY DUTY/WITNESS DEMAND-SUBPOENA:

Should an employee be obligated to serve as a juror, he/she shall receive full pay from the Employer for all time spent on jury duty.

Any remuneration received by the employee from the court for such service will not be deducted from the wages received for the corresponding workdays.

B. LEAVE WITHOUT PAY:

1. Upon request, an employee may be granted an unpaid leave of absence for a period not to exceed one (1) year at any one time. Such leave may not be unreasonably denied.
2. Any employee taking an unpaid leave of absence shall have the option to continue his/her health benefit coverage under Cobra.

C. OTHER LEAVES:

All other proper and authorized leaves as provided in the Rules of the New Jersey Civil Service Commission shall be recognized and instituted as part of this Agreement.

D. MILITARY LEAVE:

Any employee who is a member of the National Guard or a reserve component of any United States Armed Forces will be granted a Military leave of absence with pay in order to fulfill his/her annual training obligation. Such leave of absence will be in addition to your vacation.

When an employee, not on probation, has been called to active duty (other than annual training), or induction into the Military or Naval Forces of the United States, he/she will automatically be granted an indefinite leave of absence without pay for the duration of such active Military service.

**ARTICLE XXVI
CONTINUING EDUCATION**

Full-time employees are entitled to receive reimbursement for course work taken at an accredited institution if all of the following conditions are met: (1) the course work is related to the improvement of the employee's job skills; and (2) the course work is approved by the Township Manager and the employee receives a "C" grade or better. A maximum of three credit hours per

semester will be subject to being reimbursed. In addition to the above, full-time employees are eligible for reimbursement for non-accredited job related courses subject to the conditions above.

**ARTICLE XXVII
PROFESSIONAL ASSOCIATIONS**

Employees will be entitled to joining Professional Associations and organizations and be reimbursed for the dues provided they are related directly to the employee's position, they are identified in the Department's operating request and they are approved by the Supervisor in advance of becoming a member. Employees may also attend conventions and meetings related to the organizations if they satisfy the same criteria. However, the Township will not pay for an employee to stay overnight at conferences except in extreme circumstances and with the prior approval of the Township Manager.

When traveling to conferences, employees should attempt to utilize Township vehicles. In instances where this is not possible, the Township will reimburse for mileage at the IRS rate plus all related tolls.

**ARTICLE XXVIII
LIABILITY INSURANCE/LIFE INSURANCE**

A. During the term of this Agreement, the Township shall continue the existing liability insurance coverage for employees covered by this Agreement during the performance of their duties.

B. LIABILITY CLAIMS INDEMNIFICATION:

Employees covered by this Agreement shall be entitled to defense and indemnification as provided in N.J.S.A . 59:10-1 et seq and N.J.S .A. 59: 10A.1 et seq except that the duty and authority of the Attorney General described in said statutes shall be exercised by the Employer 's designated counsel.

It is understood that the Employer's insurance coverage will not only pay damages or claims, but will also defend that person in court if any employee acts negligently within the scope of employment.

C. LIFE INSURANCE COVERAGE :

Life insurance coverage is provided to each Township employee in an amount equal to his/her salary, up to a maximum of \$50,000.00.

ARTICLE XXIX - EQUAL TREATMENT

The Employer agrees that there will be no discrimination practiced upon or shown employees for any reasons of sex, age, nationality, race, religion, marital status, political status, political affiliation, national origin, color, handicap, union membership, union activities, or the exercise of any concerted rights or activities or any other legally protected class, and sexual orientation, gender expression (as defined under NJ State Law). The Township 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 agreed that verbal and/or physical harassment of an employee is inappropriate. 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 based.

**ARTICLE XXX
BOOT/SHOE ALLOWANCE**

Effective January 1, 2019, an annual boot/shoe allowance of \$200.00 will be paid to all field personnel.

**ARTICLE XXXI
CONTRACT RE-OPENER**

The Township and Union agree to re-open the contract for the purpose of negotiating the terms and conditions of employment for all employees affected by any changes in Civil Service Rules and Regulations or the departure of the Township in the Civil Service System.

**ARTICLE XXXII
EFFECTIVE DATES OF AGREEMENT**

A. DURATION AND EFFECT:


This Agreement shall remain in full force and effect through December 31, 2022. All terms and provisions of this Agreement are retroactive to January 1, 2017, and shall assume full force and effect beginning on that date and continuing thereon to expiration of this Agreement.

B. RENEWAL:

This Agreement shall automatically renew itself on January 1, 2023, and continue from that point, on a year to year basis, unless one or more of the parties hereto shall notify the other parties hereto in writing, at least ninety (90) calendar days prior to the scheduled expiration date of this Agreement. In the event that such notice is given, negotiations for

a new Agreement shall begin no later than sixty (60) days prior to the scheduled expiration date of this Agreement.

COMMUNICATIONS WORKERS
OF AMERICA




Adam Liebtog

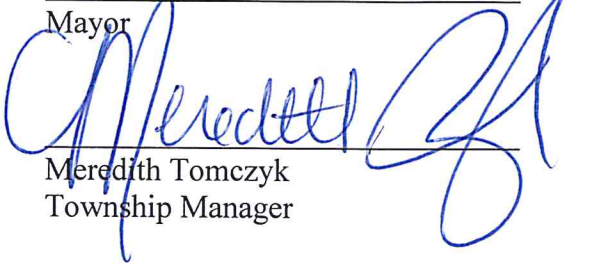




TOWNSHIP OF MOUNT LAUREL



Mayor



Meredith Tomczyk
Township Manager