BLUE COLLAR SALARIES STEP INCREASE 2013 - 2016

2013	JAN-DEC 2%	INCREASE	<u>.</u>			EE DIFFER		p-4-0-7-4-9-4-10-7-A-10-10-10-10-10-10-10-10-10-10-10-10-10-
			5%	10%	15%	Fixed 5 yr	Fixed 10 yr	Fixed 15 yr
***************************************	Minimum	Maximum						
4	34,713	43,189	2,159	4,319	6,478	500	1,000	1,500
5	36,265	45,046	2,252	4,505	6,757	500	1,000	1,500
6	40,618	50,635	2,532	5,064	7,595	500	1,000	1,500
8	47,490	59,988	2,999	5,999	8,998	500	1,000	1,500
2014	JAN-DEC 1%	INCREASE		SENIO	R EMPLO	YEE DIFFER	RENTIAL	AVIN 801/01 00 1/0 1/0 1/0 00 00 00 00 00 00 00 00 00 00 00 00 0
	Minimum	Maximum	5%	10%	15%	Fived 5 vr	Fixed 10 yr	Fived 15 w
4	35,060	43,621	2,181	4,362	6,543	500	1,000	1,500
5	36,628	45,496	2,275	4,550	6,824	500	1,000	1,500
6	41,024	51,141	2,557	5,114	7,671	500	1,000	1,500
8	47,965	60,588	3,029	6,059	9,088	500	1,000	1,500
2015	JAN-DEC 2%	INCREASE		SENIO	R EMPLO	YEE DIFFER	RENTIAL	
	Minimum	Maximum	5%	10%	15%	Fixed 5 yr	Fixed 10 yr	Fixed 15 y
4	35,761	44,493	2,225	4,449	6,674	500	1,000	1,500
5	37,361	46,406	2,320	4,641	6,961	500	1,000	1,500
6	41,844	52,164	2,608	5,216	7,825	500	1,000	1,500
8	48,924	61,800	3,090	6,180	9,270	500	1,000	1,500
2016	JAN-DEC 2%	INCREASE		SENIO	R EMPLO	YEE DIFFE	RENTIAL	***************************************
	Minimum	Maximum	5%	10%	15%	Fixed 5 vr	Fixed 10 yr	Fixed 15 v
4	36,476	45,383	2,269	4,538	6,807	500	1,000	1,500
5	38,108	47,334	2,367	4,733	7,100	500	1,000	1,500
6	42,681	53,207	2,660	5,321	7,981	500	1,000	1,500
8	49.902	63,036	3,152	6,304	9,455	500	1,000	1,500

BLUE COLLAR EMPLOYEE CHART

EMPLOYEE NAME		TITLE	DATE HIRED	SR EMP DIFF DATE Tier	RESIGNED/TERMINATED	STEP/GRADE
COSTA, MICHAEL ¹	1*	Laborer	March 17, 1986	** %		4-F
CRONRATH III, PAUL	2*	Laborer	January 16, 2014	2024		5-A
DELGADO, HARRY	3*	Laborer	January 20, 2015	2025		5-A
GIORDANO, DOMINICK	4*	Laborer	January 16, 2014	2024		5-A
HORNER, DANIEL	5*	Laborer	January 16, 2014	2024		5-A
LAWRENCE, TIMOTHY	6*	Forman	July 14, 2014	2024		5-A
RANCANI, MICHAEL	7*	Crew Leader	July 14, 2014	2024		5-A
SR EMP DIFFERENTIAL PERMANENT PROVISIONAL	** * *					
TOTAL MEMBERS	7					

^{*} TEN YEARS CONTINUOUS SERVICE = SR EMP DIFFERENTIAL @ \$500 FOR FIVE YEARS, \$1,000 FOR FIVE YEARS AND \$1,500 THEREAFTER.*

¹ Temp 5/6/85; Perm 3/17/86; laid off 12/30/94; Rehired 2/7/00 - Sr Emp Diff & Vaca based on original hire date 3/17/86 - Grandfathered 29 days vacation

CONTRACT BETWEEN

TOWNSHIP OF MOUNT HOLLY

AND

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

AND

LOCAL 1036

BLUE COLLAR UNIT

JANUARY 1, 2013 - DECEMBER 31, 2016

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ARTICLE I - RECOGNITION

The Township of Mount Holly, ("Township") hereby recognizes the Employees of Mount Holly Township, Communications Workers of America, AFL-CIO, hereinafter referred to as "Union" as the exclusive collective negotiations agent for all Blue Collar employees of the Township excluding all managerial executives, confidential employees, supervisors within the meaning of the Act, professional and craft employees, police and non permanent part time employees. A statement of the Officers of the Union shall be filed with the township, shall be maintained in a current condition and shall be updated annually.

ARTICLE II – MANAGEMENT RIGHTS

- 1. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:
- a. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;
- b. To hire all employees subject to the provision of Civil Service Law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
- c. To suspend, demote, discharge or take disciplinary action for good and just cause according to Civil Service Laws.

2. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only by applicable law and the specific and express terms of this Agreement.

ARTICLE III – UNION RIGHTS

- 1. Pursuant to Chapter 123, Public Laws 1974, the Township hereby agrees that all employees' of the Blue Collar bargaining unit shall have the right to freely organize, join and support Communications Workers of America AFL-CIO, for the purpose of engaging in collective negotiations. As a municipal corporation exercising governmental authority under the Laws of the State of New Jersey, the Township undertakes and agrees that it shall not discourage or deprive or coerce any employee of the Bargaining unit in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or by other laws of the State of New Jersey, or conferred by the Constitution of the United States; that it shall not discriminate against any employee of the Bargaining unit with respect to hours, wages, or any other terms and conditions of employment by reason of his or her membership in Communications Workers of America, AFL-CIO, Local 1036, his or her participation in any union activities of the said Union, collective negotiations, or his or her institution of any grievance, complaint or proceeding under this Agreement on behalf of the Union.
- 2. Officers of the Union, as identified on the official statement, shall be permitted a reasonable amount of time to transact joint Union-Township business such as grievance procedures on the premises as long as it does not interfere with the assigned duties of the officers or the employees. No more than two officers of the Union may be absent from their regular duties at any one time to conduct this business and the supervisor of these officers must be notified of their absence from assigned duties prior to this absence.

3. The Union may have use of meeting room facilities in the Township building after hours when appropriately scheduled through the proper authority.

ARTICLE IV – FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter, and whether or not within the contemplation of either or both the parties at the time they negotiated or signed the Agreement.

ARTICLE V - EMPLOYMENT RESPONSIBILITIES

- 1. Employees of the bargaining unit agree that employment with the Township is their primary employment responsibility and agree to devote their full efforts and energies to their duties and responsibilities as municipal employees.
- 2. No employee of the Bargaining Unit will accept secondary employment which impairs his/her official duties and responsibilities or which impairs his/her efficiency or effectiveness in performing those duties.
- 3. In order to insure that the standard as expressed above in subparagraph 1 is adhered to, the Township Manager may require an employee of the Bargaining Unit to file a statement providing information as to the duties and responsibilities of said secondary employment and the average number of hours worked per week therein. The Township Manager shall review the statement and will approve only those secondary employment positions which do not conflict with official duties and responsibilities or which do not impair the employees' efficiency or effectiveness in performing those duties. The decisions of the Manager in this respect are subject to the grievance procedure.

ARTICLE VI - NO STRIKE PLEDGE

- 1. The Union covenants and agrees that during the term of this Agreement no employee of the Bargaining Unit will cause, authorize, or support any strike, (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other similar action against the Township.
- 2. Participation in a strike, slowdown or walkout by any employee covered under the terms of this Agreement shall be deemed grounds for disciplinary action against such employee or employees' in accordance with the procedures established by law.
- 3. The Union will actively discourage and will take affirmative steps to prevent or terminate any strike, work stoppage, slowdown, walkout or other similar actions by bargaining unit employees' against the Township.
- 4. Nothing contained in this Agreement shall be construed to limit or restrict the Township or the Union in its right to seek and obtain such judicial relief as it may be entitled to have in the event of such breach.

<u>ARTICLE VII – GRIEVANCE PROCEDURE</u>

1. <u>Definition</u>: A grievance is: (1) a complaint that there has been an improper application, interpretation or violation of the specific terms and conditions of this agreement; (2) an improper application, interpretation, or violation of any rules, regulations, codes, policies or administrative decisions applicable to an employee of the Bargaining Unit as defined in Article I; or (3) a disciplinary action that is not subject to a Civil Service hearing and appeal procedures for an employee of the bargaining unit.

- 2. <u>Grievants</u>: Grievances may be filed by an individual employee of the Bargaining Unit, or by the Union itself.
- 3. The aggrieved employee shall continue on his/her assigned duties pending the resolution of the grievance.
- 4. <u>Procedure</u>: The grievant shall invoke the grievance procedure within ten (10) working days after occurrence of the event complained of.
- a. The grievant must first discuss the grievance with his immediate Supervisor. Said discussion must take place within ten (10) working days of the filing of the grievance. The filing of a grievance shall take place by the grievant setting forth his/her grievance in writing, on the grievance form, (see Attachment "A") specifying the nature of the complaint and the remedy desired which shall be filed with the Union, the immediate Supervisor and the Township Manager. The immediate Supervisor must communicate his decision to the grievant and the Union within ten (10) working days of the filing of the grievance.
- b. The Union, within ten (10) working days after receipt of the decision of the immediate Supervisor, may appeal the decision to the Township Manager, or in his absence, that individual responsible for the management of the Township. A meeting must be held within ten (10) working days of the receipt of the appeal. The Appeal must be made in writing and must provide all relevant information in regard to the grievance, including, but not limited to the reasons for dissatisfaction and the remedy sought. The Township Manager, or his designee, must issue a written decision to the Union within ten (10) working days of the meeting stating findings and a decision.

- c. The appeal to the Township Manager shall be the final step in the grievance procedure with regard to grievances for minor disciplinary action of verbal and/or written reprimands or a disciplinary action in which the employee has the right to the hearing and appeal procedures through Civil Service. All other adverse determinations of the Township Manager or his designee shall proceed to Step 5.
- d. 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 in the grievance procedure. Said grievance shall be deemed pending in the next step without the necessity of a formal written appeal. At all steps in the grievance procedure the grievant shall have the right to be represented by the Union and only the Union. Extensions of time limits may be mutually agreed to between the Union and the Township.
- 5. <u>Binding Arbitration</u>: Notice of intent to proceed to binding arbitration must be given by the Union to the Township within thirty (30) calendar days of receipt of the decision of the Township Manager or the expiration of the time for the Township Manager to respond. The parties agree to be bound by the rules, regulations and procedures of the New Jersey State Public Employees Relations Commission concerning the method of choosing an arbitrator. The costs of the arbitrator are to be borne by both sides, (Union and Township) on an equal basis. Any other costs are to be borne by the parties incurring the costs. The decision of the Arbitrator shall be final and binding on all parties, and a written decision rendered within thirty (30) days of the hearing date. The Arbitrator's decision shall be limited to the specific terms of this contract.
- 6. <u>Right of Representation:</u> All grievants shall have the right to be accompanied by a Representative of the Union at all levels of the grievance procedure. The Union Shop Steward or his designee shall be granted reasonable time, with pay, to investigate grievances.

- 7. <u>Disciplinary Matters</u>: The negotiated grievance procedure shall not be used for disciplinary actions of verbal and/or written reprimands or a disciplinary action in which the employee has the right to the hearing and appeal procedures through Civil Service. In those instances, when discipline action is not verbal and/or written reprimands and the employee does not have the right of appeal to Civil Service, he or she may utilize the grievance procedure.
- 8. Personnel File: All employees' shall have the right to see all documents in their Personnel File. An employee shall be permitted to have copies of any documents in his/her Personnel File at no cost to the employee. Employees' shall be given copies of all disciplinary matters or work documents placed in their file at the time the document is so placed. Prior to placement of a document the employee shall first be given the opportunity to initial same. Such initialing shall not indicate anything other than the employee's review of the document. Upon written release from an employee, a Union Representative may see and copy documents in the employee's Personnel File at no cost to the Union. Employees' shall have the right to respond in writing to anything placed in their Personnel File. The Employer shall acknowledge receipt and placement of such responses as being placed in the employee's Personnel File. The employee may, upon request, have detrimental correspondence or reports removed from the Personnel File and returned to the employee based on the following schedule:
 - 1. Uninvestigated citizens letter 6 months.
 - 2. Official letter of reprimand 12 months, provided there is no reoccurrence.
 - 3. Matters subject to Civil Service action shall, in accordance with Civil Service regulations, not be removed from personnel File.

ARTICLE VIII- LEAVES OF ABSENCE AND MISCELLANEOUS PROVISIONS

1. Definitions:

a. The term "year", as used herein, shall be deemed to be a calendar year from January 1 to December 31.

- b. The term "day" shall be a normal tour of duty and shall be calculated in terms of the hours worked by the employee. All leave shall be credited and utilized in hourly increments.
- c. Permanent part-time employees shall receive a pro-rata share of these leave benefits. Employees serving in such a position will receive a pro-rated share of vacation and sick time as per Civil Service regulations. They shall receive Holiday pay as per Article VIII calculated by their regular work hours (example: their regular work day is for four (4) hours, holiday pay will be for four (4) hours). They shall receive Personal Days as per Article IX calculated the same as Holiday pay. They shall receive Medical Benefits as per Article XII if they are eligible under the State Health Benefits Plan and in accordance with P.L.2011c78 (referred to as Chapter 78). Permanent part time employees shall receive all other benefits of the contract and are included as being represented by the Union under Article I Recognition.

2. Leave Calculations:

Each employee will receive full leave credit at the commencement of the calendar year in which the member's employee's employment anniversary occurs. If the employee terminates during the year, the leave will be recalculated according to the actual time served. The employee will be paid for the unused vacation leave. The employee will reimburse the Township for all leave advanced to him that was not earned prior to his termination.

3. Holidays:

a. Full time employees will receive the following holidays with pay provided the department head determines that absence of the particular employee or employees on the designated holiday will not interfere with the efficient operation of the department. An employee not receiving time off on the designated holiday shall receive time off with pay on such day as the department head determines will not interfere with the department's efficient operation.

New Year's Day Columbus Day
Martin Luther King's Day Veteran's Day

Presidents' Day Thanksgiving Day

Good Friday Day After Thanksgiving

Memorial Day Christmas Eve*
Independence Day Christmas Day*
Labor Day Election Day

Employee's Birthday

- b. If the holiday should fall on a Sunday, the following Monday will be recognized as the holiday; if the holiday should fall on a Saturday, the preceding Friday will be observed.
- c. If a holiday should occur when an employee is on a paid leave of absence, he will be paid for the holiday and it will not be charged to his/her leave time. Any new days granted by the Federal Government as national holidays or days proclaimed by the State Government will be included as paid holidays and included above.
- d. If an employee is on a leave of absence without pay on the days before and after a holiday, he will receive no pay credit for that holiday. However, should he return to his employment the day before, or the day following a holiday, he will receive pay credit for the holiday.

4. Annual Leave (Vacation Leave)

<u>Vacations</u>: Permanent full time personnel will receive vacations with pay at such times as the Department Head determines will not interfere with the efficient operation of the department. In addition, any employee wishing to have his pay check in advance of his vacation may do so at the nearest pay period before his/her vacation.

^{*}Provided, however that if Christmas Day shall fall on a Thursday in any year, the Christmas Holiday shall be Christmas Day and the Day after Christmas, rather than Christmas Eve and Christmas Day.

A. Effective January 1, 2016, the vacation entitlement for all bargaining unit employees shall be as follows:

Years of Employment Days Vacation

0 through 1 1 day per month of employment

After 1 through 5 years 17 days per year

After 6 through 21 years 20 days per year

After 21 years 25 days per year

B. When the new vacation entitlement schedule is implemented on January 1, 2016, no bargaining unit employee shall have his or her vacation entitlement reduced.

Only one person will be allowed to take three weeks vacation at one time. In cases of there being two requests at the same time, seniority shall apply and the request will not be unreasonably denied based on the Township's needs. An employee must submit a specific request in writing for consideration. Unused vacation may be accumulated beyond the calendar year in which it is earned but must be used during the following year. Leave taken is automatically charged against the earliest leave available to the employee.

All vacation requests will be due by March 31st of each year. Seniority will be used for those requests. Any requests of vacation after March 31st will be first come first serve basis.

Annual leave not taken within these time limits shall be eliminated except when an employee is prevented from using his leave due to the work load and/or assignment of the Township. In this instance, the employee shall be reimbursed for this leave rather than its elimination. The employee who is unable to utilize his accumulated vacation leave must notify the Township Manager at least three months prior to the end of the year.

5. Sick Leave

Full time employees shall be entitled to one day of sick leave credit for each month worked during the remainder of the calendar year following full time appointment, and 15 days sick leave credit in each year thereafter.

Sick leave, for the purpose of this paragraph, is defined as absence from work because of illness, accident, exposure to contagious disease, attendance to a member of the immediate family who is seriously ill and requires the employee's care or attendance.

A certificate from the employee's physician may be required; or, if the absence is because of the need for attending to a member of the immediate family, a certificate from a physician in attendance may be required by the Township Manager whenever such requirement appears reasonable. In addition, a certificate from the employee's physician will be in any event required if the employee is absent due to illness for more than three (3) consecutive days.

In case of an illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty for one (1) day or less, only one medical certificate shall be required for every six (6) month period as a sufficient proof of need of leave of absence of the employee; provided, however, the certificate must specify the nature of the illness, identify its adverse symptoms and state that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

Unused sick leave will accumulate to the credit of the employee from year to year to be used when needed.

In order to recognize those employees who use a minimum of sick leave and encourage work attendance, the Township shall reimburse employees upon retirement for 1/2 of their accumulated sick leave in an amount not to exceed (65) days pay. Retirement in this context means the receipt of retirement benefits in accordance with the Public Employees' Retirement System (PERS).

6. Bereavement Leave:

Five paid days bereavement leave will be granted when death occurs in the immediate family, namely, the death of a spouse, child, step child, parent, step mother, step father, mother or father-in-law, brother, sister, grandparents or grandchild, including spousal relationship or significant other of the employee, Domestic Partner and Civil Union Partner. If an employee must travel out of State one extra paid day will be allowed for travel, however an employee may use other paid time if needed when traveling out of State. If bereavement leave occurs during vacation, that vacation will stop and bereavement leave will begin. The vacation log will be adjusted to correct the time if necessary.

7. Union Business:

Time off with pay, and without reduction to the Union Shop Steward's vacation, sick leave or personal days is allowed for up to five (5) days.

8. Military Leave:

In accordance with the provisions of Statute, employees who are members of the National Guard required to undergo annual field training shall be entitled to leave of absence with pay for the duration of the field training. Such employees will be paid during the period of local emergency when ordered to active duty for a period not exceeding two (2) weeks.

Employees who volunteer or are ordered into the armed forces during time of war may be granted military leave without pay for the period of actual military service with the right to return to the employee's position upon release from active duty.

9. Maternity Leave:

A maternity leave of absence must be requested in writing and may be taken for a period of only three (3) calendar months from the date of birth of the infant.

Accumulated sick leave may be utilized during pregnancy, prior to the birth of the child and after Maternity Leave, when a physician's certificate is furnished indicating that the employee is unable to work for reasons of health.

The Township cannot guarantee to hold the employee's position open beyond the expiration date of the maternity leave of absence. The Township shall comply with all rules and regulations of the Family and Medical Leave Act (FMLA) under this Article.

10. Jury Duty:

Employees who are summoned for service as jurors will be excused on days they are required to be present in court. If the employee is not required to be present for jury duty for the entire work day, he must return to work immediately upon dismissal. All employees shall receive full pay for time served during jury duty less any juror's allowance.

11. Leave Of Absence Without Pay:

An appointing authority may grant permanent employees' a leave of absence without pay for a period not to exceed one year. A leave may be extended beyond one year for exceptional circumstances upon request of the appointing authority and written approval of the Civil Service Commission.

12. Injury Leave:

Employees who are injured in the line of duty and must be absent from work and supply a medical certificate substantiating that the injury precludes their performing any work shall be given injury leave with pay.

ARTICLE IX - PERSONAL DAYS

1. Each permanent full time employee shall be allowed up to four (4) days paid leave which may be used for personal business. This leave may be taken in hourly increments.

- 2. Each employee desiring to take a personal leave day shall notify his supervisor at least twenty-four (24) hours in advance of his or her intent to do so. The Supervisor may waive this 24 hour notice in emergency circumstances.
- 3. Personal days are to be used only to conduct business that cannot normally be accomplished after working hours or on weekends. Examples of such business are litigation and court appearances, financial settlements, consultation with lawyers, graduations, emergency breakdowns at home, conferences at school, religious services, etc., but not necessarily held to these examples.
- 4. No employee shall take a personal leave day on the business day immediately preceding or following a paid holiday or vacation day, except in the case of an emergency.
- 5. Personal leave days must be used during the calendar year and cannot be accumulated.

ARTICLE X -HEALTH & SAFETY AND CLOTHING

- 1. The Employer shall at all times maintain safe and healthful working conditions.
- a. All safety problems shall be reported to the Employer, who shall investigate the problem and render a response in writing to the employee with a copy to the Union within 20 calendar days. Upon receipt of a negative decision by the Employer, the Union may, at its discretion, utilize the grievance procedure. The time frame for filing the grievance shall begin upon receipt of the Employers' negative decision, even if the occurrence is outside the ten (10) working days listed in Article VII, #4 Procedure.

2. Public Works (Blue Collar) employees shall be provided with the following items of work clothing:

Pants 5 pair annually

Summer Shirts 3 annually Winter Shirts 3 annually

Safety Shoes 2 pair annually (total amount not to exceed

\$165.00 per year, paid on submission of receipt(s)

prior to November 1st of each year)

Safety Glasses Non-prescription lenses only

Rain Gear, Rubber Boots & One set will be replaced when worn out or Pullover Boots damaged excessively by on the job activity

Jacket 1 annually Hooded Sweat Jacket 1 annually

- a. Any articles provided by the Employer are to be worn only during working hours. Articles are the property of Mount Holly Township, but the sole responsibility of the employee. Articles lost shall be paid for by the employee who was assigned the articles. Prior to the issuance of the final paycheck of an employee, the employee must account for all Township property assigned to him. Replacements shall be provided upon the employee turning in the item to be replaced.
- b. Work uniform shall be worn by Public Works employees and the Township shall provide such clothing. Such uniforms as listed above shall be provided by the Township. The Township shall designate the source, style, materials and all other features and aspects of the uniform.
- c. Uniforms may not be worn other than while on duty for the Township. Safety equipment and uniforms must be worn as prescribed by the Township. All safety and health rules must be obeyed by the employees.

<u>ARTICLE XI – SENIORITY</u>

- 1. In vacation scheduling, employees with the greatest amount of seniority shall be given preference provided that the assigned work schedule permits this preference.
- 2. An employee's length of service shall not be reduced by time lost due to the authorized leave of absence.
- 3. If a question arises concerning two or more employees' who were hired on the same date, seniority preference shall be determined according to the date that their permanent Civil Service status was established. If this date is the same, preference shall be given in alphabetical order of the employee's last name.
- 4. The employer shall maintain an accurate, up-to-date employee record showing the date of temporary, provisional and permanent employment, classification and pay rate. Employees shall be furnished copies of these upon request with a copy to the Union.
- 5. Seniority is defined as an employees' total length of service with the Employer, commencing with his or her permanent date of employment.

ARTICLE XII- MEDICAL BENEFITS/INSURANCE BUY-BACK/RETIREMENT & EYE CARE

1. Medical Plan:

The Township shall provide the following medical insurance for each permanent full time employee, spouse and child: State Health Benefits Plan (SHBP) or its equivalent. Employees may choose any plan within the State Health Benefits Plan (SHBP) with no cost being paid by the employee except for the following employee contributions listed herein;

- a. Beginning on January 1, 2013 employee contribution for Medical and Prescription drug benefits for employee and any eligible dependent shall be set in accordance with P.L.2011c78. Upon expiration of P.L.2011c78 the Township and the Union agree to meet and negotiate terms of employee contribution rates; all provisions and employee contribution rates shall remain in effect until a new settlement agreement has been reached.
- b. It is understood by the Union that the Township may change this health care plan during the course of this contract provided the plan's benefits are equal to or better than the New Jersey State Health Benefits plan and the Union is notified at least one hundred and twenty (120) calendar days prior to the implementation of plan change.

Medical Benefit Health Insurance Buy-Back:

Any permanent full time employee who participates in the State Health Benefits Plan (SHBP) or another group plan as a dependent may waive coverage under the Township Plan. As an incentive to waive coverage the Township will reimburse the employee 25% (twenty-five) percent of the cost of the plan up to \$5,000 as provided by law. The employee may resume coverage upon their request according to the SHBP Plan. Payment for each calendar year shall be made during the first pay in June and the first pay in November for the prior waived periods.

Health Insurance On Retirement:

Employees who are eligible for a qualified retirement under PERS rules and regulations and retire there under, may participate at Township's expense in the medical insurance program, at the applicable levels of coverage at the time of retirement (coverage for themselves, spouse and child, if applicable), less any contribution requirement under P.L.2011c78, for four (4) years from the date of retirement.

Eye Care:

Beginning on January 1, 2016, the Employer shall reimburse full time employees' up to one hundred dollars (\$100.00) every two (2) years, for eye care costs.

ARTICLE XIII- PAY PLAN, EVALUATION - SALARY INCREASES, TITLE INCREASES, SENIOR EMPLOYEE DIFFERENTIAL ADJUSTMENTS, STIPENDS:

1. Salary Increases Contract term – January 1, 2013 through December 31, 2016. All increases are retro to 1/1 of each calendar year. All employees' shall receive the percentage increases to their base pay as listed below:

2013	2%	Increase	Effective	1/1/13
2014	1%	Increase	Effective	1/1/14
2015	2%	Increase	Effective	1/1/15
2016	2%	Increase	Effective	1/1/16

The Titles for ranges 1 through 6A, salaries, minimums and maximums for each grade and stipends are listed in Attachment "B". Employee Title, date of hire, senior employee differential adjustment date, percentage amount and lump sum amounts are listed in Attachment "C".

- 2. Prior to implementation of any evaluation systems, the Township shall consult with the Union in regard to the process, form, substance and content.
- 3. Employees hired after January 1, 2002 shall not receive increment/step movement. This shall not apply to any laid-off employees who are rehired pursuant to an existing re-employment list. Entry level salaries for all grades for 2002 and beyond shall be negotiated pursuant to the elimination of steps for new hires.
- 4. Whenever an employee is promoted, his/her salary shall be increased to the entrance level of the new position or pursuant to attached salary ordinance, whichever is greater, provided that his/her salary cannot exceed the maximum salary of the new position. At no time shall an employee being promoted receive less than his total salary (base plus senior employee differential adjustment) he/she previously received or would have received in the year he/she was promoted.

5 TIRE SERVICE REPAIRER TITLE STIPEND:

When an employee performs work in the Tire Service Repairer Title, he shall receive a stipend of \$1.50 per tire.

6. SENIOR EMPLOYEE DIFFERENTIAL ADJUSTMENT INCREASES FOR EMPLOYEES HIRED BEFORE JANUARY 1, 1989:

When an employee has remained at the maximum pay rate of one or more grades for forty eight (48) months of service, an adjustment equal to 5% (five percent) of the maximum pay for their grade shall be paid to the employee, which adjustment shall be in addition to the maximum established for their grade.

When an employee has remained at the maximum pay rate of one or more grades for one hundred eight (108) months of service, an additional adjustment equal to another 5% (for a total of 10%) shall be paid to the employee, which adjustment shall be in addition to the maximum pay for their grade.

When an employee has remained at the maximum pay rate of one or more grades for one hundred and sixty eight (168) months of service, an additional adjustment equal to another 5% (for a total of 15%) shall be paid to the employee, which adjustment shall be in addition to the maximum pay for their grade.

7. Senior Employee Differential Adjustments For Employees hired on or after January 1, 1989:

When an employee has remained at the maximum pay rate of one or more grades for 48 months of service, an adjustment equal to \$500 (five hundred dollars) shall be paid to the employee, which adjustment shall be in addition to the maximum established for their grade.

When an employee has remained at the maximum pay rate of one or more grades for 108 months of service, an additional adjustment equal to \$500 (five hundred dollars) for a total of \$1,000.00 (one thousand dollars) shall be paid to the employee, which adjustment shall be in addition to the maximum established for their grade.

When an employee has remained at the maximum pay rate of one or more grades for 168 months of service, an additional adjustment equal to \$500 (five hundred dollars) for a total of \$1,500.00 (one thousand five hundred dollars) shall be paid to the employee, which adjustment shall be in addition to the maximum established for their grade.

- 8. The senior employee differential adjustment for all employees who are eligible during the calendar shall be paid simultaneously with the salary advancement noted in Section XIII above.
- 9. If an employee is demoted or reclassified to a lower grade, his pay will be adjusted downward in accordance with Civil Service procedure.
- 10. Senior employee differential adjustment payments are due and payable April 1^{st} of each contract year.
- 11. During the life of this contract, there shall be no reclassifications of any employees' position, unless so ordered by Civil Service.
- 12 If an individual retires during the year, he/she will receive the remaining portion of the senior employee differential adjustment in a lump sum payment.

ARTICLE XIV - VOLUNTEER FIREMAN:

The Township shall grant time off from work with pay for municipal employees who are members of a volunteer fire company serving the municipality or volunteer drivers of municipal owned or operated ambulances when such employees are called to respond to alarms occurring during the hours of their employment, as established under N.J.S. 40A:9-160.1, Source Laws 1971, Chapter 200, effective July 1, 1971. Employees engaged in assignments as defined below that would make added expenses for the Township, other than wages, would not be permitted to leave for fire or ambulance emergency unless said employee was directed to do so by his immediate supervisor or replaced by non-member of the volunteer fire company or emergency squad. Assignments such as, but not limited to, the following:

- 1. In the act of hauling or spreading hot patch of asphalt.
- 2. Pouring concrete.
- Any emergency assignment that would jeopardize the life or property of the citizens of the Township.

Employees responding to such alarms shall report back to their job sites immediately without delay when dismissed by the person in charge of such emergency.

<u>ARTICLE XV – HOURS OF WORK, OVERTIME, MEAL ALLOWANCE:</u>

1. The regular work day shall be eight (8) hours each day, from 7:00 a.m. to 3:00 p.m., which includes a paid one half (1/2) hour lunch from 11:00 a.m. to 11:30 a.m. each day. The regular work week shall be Monday to Friday. The total weekly hours in the work week shall be forty (40) hours.

Beginning on May 1^{st} and continuing through September 1^{st} of each calendar year the daily work hours may, at the discretion of the Supervisor, be 6:00 a.m. to 2:00 p.m. with a one half (1/2) hour paid lunch from 11:00 a.m. to 11:30 a.m. for the Summer schedule.

The Township may vary the work day in individual departments to reflect the work assignments of the Township, however, the total weekly hours of an employee will not exceed those indicated above.

- 2. Overtime shall be paid at the rate of one and one half times the regular straight time rate for all hours worked beyond forty (40) hours for Public Works employees in a work week. Also, overtime shall be paid at a rate of one and one half times the regular straight time rate for all hours worked beyond the regular work hours in any one work day provided that the employee completes a regular work week via work attendance or paid leave. Compensatory leave may be provided in lieu of overtime payments at the employees' discretion. An employee's overtime rate shall be established by dividing the employee's annual base salary by 2080 hours (40 hours x 52 weeks).
- 3. Employees called into work from home on an emergency call-in outside their regular work day shall be guaranteed a minimum of three (3) hours pay at their overtime rate, so long as the call-in is not contiguous with the employees' regular shift.
- 4. Overtime shall be distributed equally insofar as practical among the employees' who are qualified and able to perform the required work.
- 5. In reference to overtime hours for snow and ice control during the winter Months' in November, those employees who are willing to operate the various pieces of Township equipment and perform related tasks shall sign up for winter overtime. The Township shall develop a list of qualified employees to operate the

various pieces of equipment and the overtime insofar as practical shall be rotated by seniority among these qualified employees.

Employees who sign up for overtime in November shall be available for the work when it is assigned to them.

6. MEAL ALLOWANCE:

All employees' shall be eligible for meal allowances which shall be paid to the employee within the pay period in which the meal(s) were taken and shall be applied in the following manner:

a. Meal Allowance:

Employees working overtime shall receive a meal allowance of fifteen dollars (\$15.00) after working four (4) consecutive hour segment, with a maximum meal allowance of forty-five dollars (\$45.00) after working three (3) four (4) consecutive hour segments, so long as the four (4) hour segment does not overlap with the employee's regularly scheduled shift.

XVI CDL LICENSE

The Township will pay for the cost of the licenses and renewal of any CDL. Effective January 1, 2015 and paid retroactively to January 1, 2015, any employee who is currently certified with a CDL A, CDL B, or CDL A and B License, will have their hourly rate increased by the amounts listed below which shall be included in their base pay. These rate increases shall be applied to their current hourly rate before the 2015 negotiated salary increase is applied and shall be included in the retroactive pay raise for 2015.

- a. Employee Certified with a CDL "A" License: \$1.50 per hour added to their current hourly base rate.
- b. Employee Certified with a CDL "B" License: \$1.25 per hour added to their current hourly base rate.
- c. Employee Certified with a CDL "A" and "B" License: \$2.75 per hour added to their current hourly base rate.

Employees' who have not yet been certified by January 1, 2015 for any CDL but has either applied for any CDL or is planning on applying for any CDL shall receive the rate increases listed above, which shall be added to their current hourly base rate, effective on the date they became certified.

ARTICLE XVII – AGENCY SHOP:

1. Purposes of Fee:

All eligible non-member employees in this Bargaining Unit will be required to pay to the majority representative 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 representative.

2. Amount of Fee:

Prior to the beginning of each contract year, the Union will notify the employer 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.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

3. Deduction and Transmission of Fee:

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

The mechanics of the deduction for 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 day following reentry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals reemployed in this Bargaining unit from a re-employment list, for employees returning from leave without pay, and for previous employee members who become eligible for the representation fee because of non-member status.

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

4. Demand and Return System:

The representation fee in lieu of dues only shall be available to the Union if the procedures 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 employees 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 representative.

The employee shall be entitled to a review of the amount of the 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 Township. 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.

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.

5. Legal Requirements:

The provisions of this clause are further conditional upon all other requirements set by Statute.

ARTICLE XVIII – UNION DUES

The Employer agrees to deduct twice monthly from the base pay of each employee 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 Union to the Township 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 Township to the Union, Communications Workers of America, AFL-CIO, Local 1036, c/o Secretary-Treasurer, 1 Lower Ferry Road, West Trenton, NJ 08628 by the tenth (10) day of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made.

The Union 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 Township or its agent or servants.

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 15th of any given year. Dues shall be halted beginning with the first pay period of each calendar year. The Township will immediately supply the Union a copy of any request to halt dues.

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 XIX Family And Medical Leave:

The Township shall comply with all rules and regulations of the Family and Medical Leave Act (FMLA). The Township agrees that an employee's seniority with the Township shall not be affected if they use Family or Medical Leave. No employee shall have any loss of benefits, salary increases, bonus payments or other negotiated benefits while on unpaid or paid family medical leave. If an employee believes their FMLA rights are being violated they shall use the grievance and arbitration procedure of the contract for relief if they chose to.

ARTICLE XX – LABOR/MANAGEMENT COMMITTEE:

The Township and the Union shall implement a labor management committee. The committee shall consist of two (2) members from the Township and two (2) from the Union. The Labor/Management committee shall meet four (4) times per year, unless an emergency occurs, at which time they shall immediately set a date for a meeting within five (5) days or less to discuss a variety of matters that will not include health and safety issues but will include such items that relate to conditions of employment such as equipment, upgrades, computer, programs, etc.

ARTICLE XXI – LIFE INSURANCE:

The Township provides life insurance for its employees who are insured under the Township's health coverage. The insurance company is Life Insurance Company of North America, but may be changed at the discretion of the Township provided that the level of benefit is equal to or greater than that currently provided.

ARTICLE XXII - P.E.R.S. (PUBLIC EMPLOYMENT RETIREMENT SYSTEM):

The employees of the Township are enrolled in the Public Employment Retirement System. The Township and the employees shall abide by all rules and regulations of the P.E.R.S. system.

ARTICLE XXIII - EQUAL TREATMENT/NON DISCRIMINATION:

The Township agrees that there will be no discrimination or favoritism practiced upon or shown employees for any reason of sex, age, nationality, race, religion, marital status, political origin, color, handicap, association membership, association activities, Union membership and Union activities, or the exercise of any concerted rights or activities.

ARTICLE XXIV - CIVIL SERVICE OPT OUT:

The Employer shall advise the Union if it is considering opting out of Civil Service. The parties agree to negotiate the impact of opting out of Civil Service prior to the opt out taking effect.

LAYOFF, RECALL AND FURLOUGH:

The Township agrees to notify the Union of consideration of layoffs or furloughs of any bargaining unit employees. The Township and Union shall meet to discuss alternatives to any layoff or furlough plan. Such meeting shall include a copy of the proposed layoff plan to Civil Service Commission.

ARTICLE XXV— EDUCATION BENEFITS:

The Township finds that continuing education for its employees is a worthwhile pursuit. To this end, the Township is prepared to assist in helping its employees defray the costs of work-related educational courses.

The Township may pay for the credit fees charged by an approved educational institute. Courses and costs must be presented in a written memo to the Department Head and Township Manager prior to enrollment for their approval.

No payments will be made without the Township Manager's written approval. Courses must be directly related to an individual's job. There must be adequate money in the budget for course work. Payments are one time only.

ARTICLE XXVI – EMERGENCY WORK PROCEDURES:

Emergency day procedure request will be as follows: It shall be the Township Manager's responsibility to make decisions as to the necessity of employees to report to work. She/he shall contact all Department Heads to notify them of any decision. If she/he decides an employee need not report to work, that employee shall not have his pay docked.

ARTICLE XXVII – PERSONNEL CHANGES:

Provided they are qualified, present employees shall have the first option on any opening in the Township. Appointment to a new position shall be consistent with applicable Civil Service rules and regulations and the Township's salary classifications.

ARTICLE XXVIII - SEPARABILITY PROVISION:

- 1. The Township and Union recognize the authority of the Federal and State Governments dealing with economic controls. Therefore, salary or wage increases or other economic changes will be implemented to the extent that such implementation is not prohibited by law.
- 2. If any provision of this Agreement or any application is held to be invalid by legislative changes or by a court of competent jurisdiction, such provision shall be inoperative, and the Union and the Employer will immediately meet and negotiate any such change to the agreement, but all such other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIX – TERMS OF AGREEMENT:

- 1. This Agreement shall govern all employees in the Bargaining Unit employed by the Township on the date of execution of this Agreement and thereafter. Employees who have retired, resigned or been terminated prior to the execution of this Agreement shall not be entitled to the benefits of the Agreement to any new or increased level, such as any retroactive salary payment.
- 2. The term of the Agreement shall be from January 1, 2013 through December 31, 2016.

CWA LOCAL 1036 MOUNT HOLLY BLUE COLLAR UNIT

26 HIGH STREET, MT. HOLLY, NEW JERSEY 08060 PH:609 267-1640 FAX 609 267-0483

GRIEVANCE FORM

NAME OF GRIEVANT:	STEWARD:
ADDRESS:	DEPT:
***************************************	GRIEVANT SIGN:
	WORK PHONE:
DA	TE GRIEVANCE OCCURRED:
CONTRACT ARTICLES(S) VIOLATED:_	· · · · · · · · · · · · · · · · · · ·
	AND ANY OTHERS THAT MAY APPLY
DATE GRIEVANCE WAS PRESENTED	ORALLY TO SUPERVISOR:
DATE GRIEVANCE WAS PRESENTED	IN WRITING TO SUPERVISOR:
DATE GRIEVANCE WAS HEARD BY S	UPERVISOR:
DATE GRIEVANCE WAS PRESENTED	TO TOWNSHIP MANAGER:
DATE GRIEVANCE WAS HEARD BY T	OWNSHIP MANAGER:
TOWNSHIP MANAGER DECISION:	
CATE ADDITOATION EILED:	

2013	JAN-DEC 2% INCREASE	NCREASE	1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	SENIOF	REMPLOY	SENIOR EMPLOYEE DIFFERENTIAL	RENTIAL	******
			5%	10%	15%	Fixed 5 yr	0 VT	Fixed 15 vr
:	Winimum	Maximum						
·	34,713	43,189	2,159	4,319	6,478	500	1.000	1.500
40	36,265	45,046	2,252	4,505	6,757	500	1,000	1.500
	40,618	50,635	2,532	5,064	7,595	200	1.000	1.500
&	47,490	59,988	2,999	5,999	8,998	200	1,000	1,500
2014	JAN-DEC 1% INCREASE	NCREASE		SENIOF	EMPLOY	SENIOR EMPLOYEE DIFFERENTIAL	KENTIAL	
	Minimum	Maximum	5%	10%	15%	Fixed 5 vr	Fixed 10 vr	Fixed 15 vr
4	35,060	43,621	2,181	4,362	∵Ω	500	3	1.500
LO:	36,628	45,496	2,275	4,550	6.824	200	1,000	1,500
	41,024	51,141	2,557	5,114	7,671	200	1,000	1.500
ος ;	47,965	60,588	3,029	6,059	9,088	200	1,000	1,500
2015	IAN DEC 2% INCOEASE			10				ŧ
	0/7 010 NE			S S	K EMPLOY	SENIOR EMPLOYEE DIFFERENTIAL	KENTIAL	
	Minimum	Maximum	2%	40%	15%	Fixed 5 yr	ixed 5 yr Fixed 10 yr	Fixed 15 vr
	35,761	44,493	2,225	4,449	6,674	500	4	1,500
ان ما	37,361	46,406	2,320	4,641	6,961	200	1,000	1,500
	41,844	52,164	2,608	5,216	7,825	200	1,000	1.500
; ;	48,924	61,800	3,090	6,180	9,270	200	1,000	1,500
2016	JAN-DEC 2% INCREASE	NCREASE		SENIOF	EMPLOY	SENIOR EMPLOYEE DIFFERENTIAL	RENTIAL	· .
		Maximum	5%	10%		Fixed 5 vr	, L	Fixed 15 vr
	36,476	45,383	2,269	4,538	<u></u>	500		2 22 1
ro.	38,108	47,334	2,367	4,733	7,100	500	1,000	1 200
9	42,681	53,207	2,660	5,321	7.981	200	1,000	1.500
ec;	49 902	A2 026			1111			1

ATTACHMENT "B"

SALARY SCHEDULE -INCREASES, GRADES, RANGES, TITLES, STIPENDS, SENIOR EMPLOYEE DIFFERENTIAL ADJUSTMENTS -PERCENTAGES AND FIXED AMOUNTS, MINIMUM & MAXIMUMS

BLUE COLLAR EMPLOYEE CHART

EMPLOYEE NAME		<u> </u>	DATE HIRED	SR EMP DIFF DATE Tier	RESIGNED/TERMINATED	STEP/GRADE
COSTA, MICHAEL ¹	dinex.	Laborer	March 17, 1986	% **		4
CRONRATH III, PAUL	**	Laborer	January 16, 2014	2024		. «
DELGADO, HARRY	*	Laborer	January 20, 2015	2025		₹.6
GIORDANO, DOMINICK	*	Laborer	January 16, 2014	2024		€.5
HORNER, DANIEL	ξ O	Laborer	January 16, 2014	2024		₫.
LAWRENCE, TIMOTHY	* ©	Forman	July 14, 2014	2024		. ბ
RANCANI, MICHAEL	* P•••	Crew Leader	July 14, 2014	2024		5.A
SR EMP DIFFERENTIAL PERMANENT PROVISIONAL	新					
TOTAL MEMBERS	~					

^{*} TEN YEARS CONTINUOUS SERVICE = SR EMP DIFFERENTIAL @ \$500 FOR FIVE YEARS, \$1,000 FOR FIVE YEARS AND \$1,500 THEREAFTER.*

¹ Temp 5/6/85; Perm 3/17/86; laid off 12/30/94; Rehired 2/7/00 - Sr Emp Diff & Vaca based on original hire date 3/17/86 - Grandfathered 29 days vacation

ATTACHMENT "C" EMPLOYEE NAME, TITLE AND HIRE DATE

SIGNATURE SHEET

IN WITNESS WHEREOF, this Agreement of <u>September</u> 2015.	has been executed as of the <u>35</u> day
FOR THE UNION	FOR THE TOWNSHIP OF
COMMUNICATIONS WORKERS OF	MOUNT HOLLY
AMERICA, AFL-CIO	
Alam Calstap	
ADAM LIEBTAG, PRESIDENT	MAYOR
James Me Osey (
CWA INTERNATIONAL REPRESENTATIVE	ERIC BERRY, TOWNSHIP MANAGER
ANTHONY TALLARICO, ASSISTANT	999
TO THE PRESIDENT	
Florence Mc Hamara	
FLORENCE MCNAMARA	
STAFF REPRESENTATIVE	
Mild C	
MICHAEL RANCANI	
SHOP STEWARD/NEGOTIATOR	
nike H. Costo	
MICHAEL COSTA	

SHOP STEWARD/NEGOTIATOR