

AGREEMENT

BETWEEN

TOWNSHIP OF MARLBORO

MONMOUTH COUNTY, NEW JERSEY

and

COMMUNICATIONS WORKERS OF AMERICA
(Blue Collar Unit)

JANUARY 1, 2020 through DECEMBER 31, 2023

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PREAMBLE

THIS AGREEMENT entered into this 6ⁿ day of January, 2022, by and between the TOWNSHIP OF MARLBORO, in the County of Monmouth, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township" and COMMUNICATIONS WORKERS OF AMERICA, hereinafter called the "Union", represents the complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE I
RECOGNITION

A. The Township recognizes the Union as the sole and exclusive collective bargaining agent in all matters pertaining to wages, hours of work and other terms and conditions of employment, consistent with the N.J. Public Employment Relations Act for all employees of the Bargaining Unit as defined in Section B below. In the event the Union believes that any employee not currently in the negotiations unit should be included in the unit by virtue of N.J.S.A. 34:13A- 5.15, upon the request of the Union, the parties agree to meet and confer to discuss the potential inclusion of said individual in the unit. In the event the parties do not agree on whether to include or exclude the employee or employees, either party may resort to the established unit clarification procedures set forth in the Employer Employee Relations Act, N.J.S.A. 34:13A-1, et seq.

B. The bargaining unit shall consist of non-supervisory employees in the Department of Public Works.

C. This Agreement shall govern all wages, hours and other terms and conditions of employment herein set forth.

D. This Agreement will be binding upon all the parties hereto, their successors and assigns.

ARTICLE II

MANAGEMENT RIGHTS

A. The Township of Marlboro hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township Government and its properties and facilities and activities of its employees by utilizing the personnel, method and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees.

4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Township.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

6. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

7. The Township reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Township.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereto and only to the extent that such specific and express terms are in conformance with the Constitution and Laws of New Jersey and of the United States and Ordinances of Marlboro Township.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S.40 and R.S.11 or any other national, state, county or local laws or ordinances.

ARTICLE III

NON-DISCRIMINATION

A. The Township and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, or political affiliation.

B. The Township and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union. The employee may elect to use the grievance procedure as outlined in Article V, herein. The employee/Union agrees to notify the Township of any alleged discrimination/sexual harassment and give the Township 15 days notice to correct such before instituting a grievance. Nothing herein will relieve any party of any duty it has by law to mitigate or correct the alleged discrimination/sexual harassment.

C. The Township and the Union agree that the working environment should 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.

ARTICLE IV

NO-STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or concerted willful absence from his duties of employment); work stoppage, slowdown, walk-out or other job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by any Union member shall be deemed grounds for disciplinary action including possible termination of employment of such employee or employees.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damage, or both, in the event of such breach by the Union or its members.

D. The Township agrees not to lock out its employees.

ARTICLE V

GRIEVANCE PROCEDURE

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

B. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Union.

C. A grievance is defined as:

1. A claimed breach, misinterpretation or improper application of the terms of this agreement, or

2. A claimed violation, misinterpretation or misapplication of rules or regulations, existing policy, agreements, administrative decisions, including any alleged discrimination or sexual harassment claim or any laws applicable to the department, to include major disciplinary actions to the extent these can be considered as grievable by applicable law. Counseling shall not be grievable.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent. The time limits herein may be extended by mutual agreement of the parties.

Step One: The aggrieved shall institute action under the provisions hereof within fifteen (15) calendar days after the event giving rise to the grievance has occurred or fifteen (15) calendar days from the date on which the grievant should reasonably have known of its occurrence, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Superintendent of Public Works for the purpose of resolving the matter

informally. Failure to act within the said fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within ten (10) calendar days after the initial discussion with the Superintendent of Public Works, the grievant or the Union may appeal the decision of the Superintendent of Public Works in writing to the Business Administrator within ten (10) calendar days thereafter. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of the contract allegedly violated, and the remedy requested by the grievant. The Business Administrator shall schedule, appear and respond, in writing, to the grievance within twenty (20) working days of the submission.

Step Three: If the grievance is not settled through Steps One and Two, the Union shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within thirty (30) calendar days after receipt of the decision of the Business Administrator. The costs for the services of the arbitrator shall be borne equally by the Township and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

E. 1. The parties may direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

3. The parties agree that at no time shall they place more than one (1) issue before any one (1) arbitrator at any one (1) time.

F. In the event the aggrieved elects to pursue remedies available through Civil Service, the grievance shall be canceled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the decision rendered by the Governing Body on the grievance. In the event the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be canceled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Union.

G. Disciplinary matters shall be arbitrable as permitted by law.

ARTICLE VI

DUES DEDUCTION AND AGENCY SHOP

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9(e), as amended and subject to the provisions of the Workplace Democracy Enhancement Act (“WDEA”), P.L. 2018, c15.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and verified by the Township Treasurer during the month following the filing of such card with the Township.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

D. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township Clerk.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Clerk. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9(e), as amended.

F. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Township, or in reliance upon the

official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

G. The parties recognize that effective May 18, 2018, the Legislature passed the Workplace Democracy Enhancement Act (“WDEA”), P.L. 2018, c. 15. The parties agree to comply with the WDEA as it may be amended from time to time. In order to implement the applicable provisions of the WDEA, and provided the WDEA remains in full force and effect, the parties agree as follows:

(1) The Union shall have the right to meet with individual employees on the premises of the public employer during the workday to investigate and discuss grievances, workplace-related complaints, and other workplace issues;

(2) The Union shall have the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the employer’s premises to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of an exclusive representative employee organization, and internal union matters involving the governance or business of the exclusive representative employee organization; and

(3) The Union shall have the right to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 and a maximum of 120 minutes, within 30 calendar days from the date of hire, during new employee orientations, or if the employer does not conduct new employee orientations, at individual or group meetings.

(4) On or before January 1, 2021, the Township shall provide the following contact information to the Union: name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the Township, date of hire, and work email address and any personal email address on file with the public employer. Upon request of the Union, but no more frequently than every 120 calendar days thereafter, the Township shall the provide the Union with the following

information for all negotiations unit employees: name, job title, worksite location, home address, work, home and personal cellular telephone numbers, date of hire, and work email address and personal email address on file with the Township.

(5) The Union shall have the right to use the Township's email systems to communicate with negotiations unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the Union.

(6) The Union shall have the right to use government buildings and other facilities that are owned or leased by the Township to conduct meetings with their unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal Union matters involving the governance or business of the union, provided such use does not interfere with governmental operations. Meetings conducted in government buildings pursuant to this section shall not be for the purpose of supporting or opposing any candidate for partisan political office, or for the purpose of distributing literature or information regarding partisan elections. An exclusive representative employee organization conducting a meeting in a government building or other government facility pursuant to this section may be charged for maintenance, security and other costs related to the use of the government building or facility that would not otherwise be incurred by the government entity.

(7) Employees who have authorized the payroll deduction of fees to the Union may revoke such authorization by providing written notice to the Township during the 10 days following each anniversary date of their employment. Within five days of receipt of notice from an employee of revocation of authorization for the payroll deduction of fees, the public employer shall provide notice to the employee organization of an employee's

revocation of such authorization. An employee's notice of revocation of authorization for the payroll deduction of employee organization fees shall be effective on the 30th day after the anniversary date of employment.

H. In the event the WDEA is amended in a manner that is inconsistent with the paragraphs (1) through (7) above, the parties agree that said paragraphs shall be deemed amended to be consistent with the law. In the event the WDEA is repealed or deemed unconstitutional or otherwise unenforceable, in whole or in part, paragraphs (1) through (7) above shall be deemed null and void.

I. In order to implement the foregoing, and while the WDEA, as amended, remains in effect, the Township and the Union agree:

(1) Except as provided for in Article VI and Article VII of this Agreement, employees shall not be compensated for meetings with the Union during the workday to investigate and discuss grievances, workplace-related complaints, and other workplace issues. Notwithstanding the foregoing, the Union's meetings with newly hired employees under this section shall be without charge to the pay or leave time of the employee;

(2) The Union shall not be provided with a Township email address. The provision of this section providing that the Union has the right to use the Township's email system means that the Union may communicate with employees who have Township email addresses, as provided for in this section, using the employees' Township email addresses.

ARTICLE VII

UNION BUSINESS LEAVE

A. Upon prior notice to and approval of the appropriate Township representative, members of the Union Grievance Procedure Committee (not to exceed a total of four (4) employees in number) may be permitted to confer with management in accordance with the Grievance Procedure set forth herein and to attend collective bargaining sessions with the Township representative or representatives, during duty hours without loss of pay, or any other contractual benefit, provided the conduct of said business shall not diminish the effectiveness of the employees' Departments, or require the recall of off-duty employees to bring the Department to its proper effectiveness.

B. 1. A maximum of four (4) stewards and/or officers of the Union shall each be granted up to a maximum of twenty hours annually without loss of pay for the purpose of attending Union conferences and/or seminars and/or other union related activities, including testimony at hearings. Use of such leave must be preceded by permission of the department head who may withhold such permission in his/her discretion if it will seriously impact on the functioning of the department.

2. In order to be eligible for this benefit, the stewards and/or officers must notify the Business Administrator and their immediate supervisor at least one (1) week in advance of said conference and/or seminar.

3. If an employee fails to provide prior verification of the conference and/or seminar, or verification of attendance, said employee shall be charged for said time off from work.

C. An employee attending any meeting covered by this Article on his off-duty time shall do so voluntarily. The employee and the Union understand and agree that any such off-duty time spent shall not be compensated by the Township and shall not be considered "compensable hours" pursuant to the Fair Labor Standards Act.

ARTICLE VIII

BULLETIN BOARD

A. The Union shall have the use of the bulletin boards in the Department of Public Works area for the posting of notices relating to meetings and official business of the Union only.

B. Only material authorized by the signature of the Union President or designee shall be permitted to be posted on said bulletin board.

C. The Township may have removed from the bulletin board any material which does not conform with the intent of the above provisions of this Article.

ARTICLE IX

JOB POSTINGS, ANNOUNCEMENTS AND FILLING OF VACANCIES

A. To provide advancement opportunities for employees within the Department of Public Works, existing or anticipated job vacancies shall be posted on the employee bulletin boards for seven (7) working days. The posting shall include a description of the job, any required qualifications, the location of the vacancies, the salary range, the hours of work and the procedure to be followed by employees interested in making application.

B. When the Township wishes to fill any job vacancies, it shall first request applicants from within the Division in which the vacancy exists, then within the Department of Public Works and then from other sources.

C. Names of appointees shall be posted and a copy of said selections forwarded to the Union.

D. 1. Any employee promoted within the bargaining unit shall have all applicable monies and salary rates applied retroactive to the date of promotion or employment in the respective titles.

2. Whenever the Township creates and/or utilizes a "new" job title from the Civil Service listing, which the Department of Personnel indicates as "available" to all Local Governments to utilize, the Township will notify the Union and the salary range for the job title will be negotiated.

E. "Employees of the Water Division" shall refer to those employees specified in Appendix A (letter agreement dated November 15, 2011) and any employees hired into the Water Division after June 14, 2013.

ARTICLE X

HOURS, OVERTIME & EMERGENCIES

A. With the exception of employees of the Water Division, the normal workweek shall consist of forty (40) hours, comprised of eight-hour days, Monday through Friday. The work week for employees of the Water Division shall consist of 40 hour weeks, Sunday through Saturday. Management at its option may, on five days notice, change the work week of an employee of the Water Division.

B. The hours of work for all bargaining unit employees with the exception of those in the Water Division will be from 7:00 AM to 3:00 PM, which time shall include one-half hour off for lunch, which is paid and which shall be included in the calculations to compute a 40 hour week. Employees will not be required, or expected, to work through the lunch period, except in an emergency.

C. Overtime will be compensated at the rate of time and one half (1 ½) the employees normal hourly rate and shall be paid for all hours worked in excess of forty (40) hours per week. As long as the employee is in pay status, all such hours will be considered as hours worked for purposes of calculating overtime. For employees of the Water Division, hours worked on the sixth or seventh day by an employee in a week which are in excess of forty (40) hours worked shall be compensated at the rate of time and one half (1 ½) the normal hourly rate.

D. Employees shall have the option of accumulating up to eighty-eight (88) hours annually of compensatory time off in lieu of overtime pay. Such accumulation is not replenishable as a rolling amount. Comp time shall be earned at the rate of one and one-half hour for each hour of overtime worked. In order to utilize comp time, an employee must give prior notice, except in case of emergency, and receive approval from the supervisor. Earned compensatory time may be utilized by an employee when calling, at least one half hour, prior to the start of the shift to report an inability to work on a given day except during a Township emergency or during inclement weather. Such approval will not be unreasonably withheld. The

employer shall have the right to cancel approved compensatory time in the event of an emergency or inclement weather.

E. Employees with unused compensatory time at the end of the calendar year shall receive payment for all accumulated comp hours at their normal rate of pay. Up to thirty-two (32) hours of compensatory time earned in November or December that remains unused, may be carried over into the first six months of the next calendar year. Such hours are in addition to the eighty-eight (88) hours in Section D above.

F. When an employee is called to work outside of his normal shift, he shall receive a minimum of two hours work or pay at overtime rate, except in the event of snow removal, at which instance he shall receive a minimum of four hours work or pay at overtime rate.

G. In the event inclement weather causes the closing of municipal offices, all essential employees will receive additional hour for hour compensation or comp time, for all hours worked during the inclement closing, subject to the applicable overtime provisions contained herein.

H. Employees called to report to work during inclement weather conditions will be paid for thirty (30) minutes prior to the time of actually punching the clock. During inclement weather, all employees are expected to work continuously until the weather emergency has subsided, subject to reasonable rest periods and safety concerns. For purposes of this section, inclement weather shall refer to circumstances where all Township roadways require road salt treatment as determined by the Director of Public Works, and/or the Township is subject to hurricane and wind shear conditions as determined by the National Oceanographic and Atmospheric Administration.

I. Employees involved in inclement weather operations, including mechanics, will be provided with reasonable breaks without loss of pay during the weather event. When inclement weather operations require employees to work six or more hours prior to their normal shift time, upon completion of the weather related work said employees may, in the discretion of

the director, be dismissed for the remainder of their normal workday with no loss of pay. Employees who are required to work emergency overtime in excess of 16 hours in length shall receive 4 hours rest period which shall be paid if the employee remains on site and continues to work following the rest period.

J. Except for employees of the Water Division, all hours worked on Sunday will be paid at the rate of time and one-half regardless of whether or not the employee has worked forty hours that week. If an employee is required to work on a holiday he shall receive double time (2X) for all hours actually worked on the holiday. Hours worked on a holiday shall be at premium pay in addition to the normal holiday pay for the day, regardless of whether or not the employee has worked a forty-hour week that week.

K. If Christmas Day or New Years Day fall on a weekend and an employee is called in to work, all hours will be compensated at double time for that day. In such event, if the employee is also called in on the observed day (Friday before or Monday after) and the observed day is not a regularly scheduled day off, the employee will receive double time for both days.

L. At the beginning of each calendar year, overtime rotation lists will be ordered according to seniority within a title and within each division. In addition, a master overtime list for the department, ordered by seniority only, will be maintained. Overtime opportunities will be offered within the division affected. If the division list is exhausted, the master department list will be utilized, regardless of title, provided the employee is capable of performing the work. All overtime assignments shall be evenly distributed amongst all members to the extent practical by utilization of a rotating seniority list.

The above notwithstanding,

- (1) in the event of a water emergency, management may call in for overtime employees of the Water Division or employees assigned to the Water Division first, and, management may at its option call in for overtime employees who live or are geographically closest and thereby capable of responding in the shortest period of time without regards to

seniority. In such a case, management shall make every reasonable attempt to equalize overtime within thirty (30) days or the next overtime opportunity.

(2) in the event of inclement weather as defined in Section H, the master department list will be utilized, regardless of title, provided the employee is capable of performing work.

M. An employee who works four hours of overtime, or is called to work at least three (3) hours prior to the start of his shift will be provided with a meal at no cost to the employee or will be reimbursed for a meal at the rate of \$12.00. An employee will receive an additional meal or meal payment of \$15.00 for each additional six (6) hour period of overtime worked. All reimbursement for meals to which an employee may be entitled will be paid by May 1st.

ARTICLE XI

SALARIES

A. Employees shall receive the following increases in base salary, as reflected in Base Salary Schedules A and B:

January 1, 2020 –1.90%

January 1, 2021 –2.40%

January 1, 2022 –2.50%

January 1, 2023 –2.50%

B. INTENTIONALLY LEFT BLANK.

C. “Water Meter Reader/Water Meter Repairer” and “Meter Worker” shall be Pay Grade #3 positions except that all Water Division employees listed in Appendix A shall receive base salary increases as specified in Section A of this article.

D. All employees hired after June 14, 2013 shall be compensated in accordance with Base Salary Schedule B.

E. Any employee promoted within the bargaining unit shall have all applicable monies and salary rates applied retroactive to the date of promotion or employment in the respective titles.

F. Payment for overtime will be made in a check separate from the regular paycheck. It will, however, be paid at the time of the regular paycheck. There shall be a minimum of twenty-four (24) paychecks per year.

G. Whenever an employee in the Blue Collar Unit performs work above his or her title for at least one (1) work day, that employee will receive compensation at the lowest salary in this Agreement for the title which regularly performs such work, for the time the employee remains in the title. The above notwithstanding, when an employee in the Blue Collar Unit performs work above his or her title for snow removal, that employee will receive compensation at the lowest salary in this Agreement for the title which regularly performs such work, for the

time the employee remains in the title. Out of title pay to truck driver from a lower pay grade or classification shall be to the classification Truck Driver A.

H. Effective June 14, 2013, future advancements from Mechanic Helper 1 to Mechanic Helper 2 shall require 12 months experience as Mechanic Helper 1. Advancement from Mechanic Helper 2 to Mechanic 1 shall require 12 months experience as Mechanic Helper 2 plus three (3) non-Township years of service as a mechanic and an ASE certification. Advancement from Mechanic 1 to Mechanic 2 shall require 36 months experience as a Mechanic 1 or 24 months experience as a Mechanic 1 and an ASE certification.

I. Effective June 14, 2013, future advancements from Traffic Maintenance Worker 1 to Traffic Maintenance Worker 2 shall require 12 months experience as Traffic Maintenance Worker 1. Advancement from Traffic Maintenance Worker 2 to Traffic Maintenance Worker 3 shall require 12 months experience as Traffic Maintenance Worker 2.

J. Effective June 14, 2013, future advancements from Water Meter Reader/Water Meter Repairer 1 or Meter Worker 1 to Water Meter Reader/Water Meter Repairer 2 or Meter Worker 2 shall require 12 months experience as Water Meter Reader/Water Meter Repairer 1 or Meter Worker 1. Advancement from Water Meter Reader/Water Meter Repairer 2 or Meter Worker 2 to Water Meter Reader/Water Meter Repairer 3 or Meter Worker 3 shall require 12 months experience as Water Meter Reader/Water Meter Repairer 2 or Meter Worker 2.

K. Effective June 14, 2013, future advancements from Laborer 1 to Laborer 2 shall require 12 months experience as Laborer 1. Advancement from Laborer 2 to Laborer 3 shall require 12 months experience as Laborer 2. Effective November 21, 2017, those hired into the unit with the Laborer title who do not possess a Commercial Driver's License (CDL) shall receive compensation in accordance with Pay Grade #1 of Base Salary Schedule B. Upon presenting proof of a CDL from the State of New Jersey to the Township, the employee shall receive compensation in accordance with Pay Grade #3.

L. Effective January 1, 2014, employees holding the classification of Laborer 3 with 5 years of assignment to the Parks and Building Maintenance Divisions shall advance to Parks Maintenance 1. Such advancement shall take effect the January 1 following the employee's five (5) year anniversary date and shall not be applied retroactively. Effective January 1, 2014, grounds maintenance employees will no longer receive out of title pay of truck driver in accordance with paragraph (G) above when operating equipment which is 30 horsepower or higher.

M. When making promotions the Township shall do so by seniority from among the qualified applicants within the department in which the vacancy or promotional opening exists in accordance with applicable law.

N. Effective June 14, 2013, an employee of the Water Division who earns W1, W2, W3, W4, T1, T2, T3 or T4 water distribution / treatment licenses shall receive a yearly stipend of \$500.00 per license provided that:

- (1) the license remains in good standing;
- (2) employee is assigned to the Water Division.

O. In accordance with the Settlement Agreement in Attachment 3, effective January 1, 2017, five (5) employees moved to the classification Truck Driver 1 at pay grade #12. All future promotions to Truck Driver shall be to the classification Truck Driver A at pay grade #9.

P. There shall be no step progressions for any job title, classification or pay grade except as set forth in Article XI Salaries.

ARTICLE XII

LONGEVITY

A. In addition to the salary noted in Article XI, longevity will be paid as follows, as determined by employment anniversary date:

<u>Years of Service</u>	<u>In Addition to Annual Pay</u>
After five (5) years of service to tenth (10th) year	2 1/2% of salary
From eleventh (11th) year to fifteenth (15th) year inclusive	5% of salary
From sixteenth (16th) year to twentieth (20th) year inclusive	7-1/2% of salary
From twenty-first (21st), and Thereafter	10% of salary

B. All employees of the Public Works Department hired after June 14, 2013 and for employees of the Water Division, longevity will be paid as follows, as determined by employment anniversary date:

<u>Years of Service</u>	<u>In Addition to Annual Pay</u>
After five (5) years of service to tenth (10th) year	\$1,000.00
From eleventh (11th) year to fifteenth (15th) year inclusive	\$1,500.00
From sixteenth (16th) year to twentieth (20th) year inclusive	\$2,000.00
From twenty-first (21st), and thereafter	\$2,500.00

C. The above increment is to be included in periodic annual salary payments.

D. For purposes of pension calculations, longevity is included in base salary.

ARTICLE XIII

HOLIDAYS

A. Employees will receive eight (8) hours pay at their regular hourly rate for each of the following recognized holidays:

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

B. If any of the above listed holidays falls on a Saturday, the employee then gets the preceding Friday off; and if the holiday falls on a Sunday, the employee gets the next day off (Monday).. If the holiday falls on a Saturday and Saturday is a regularly scheduled day of work, the employee will get the last preceding regularly scheduled work day off. If the holiday falls on a Sunday and Sunday is a regularly scheduled day of work, the employee will get the next succeeding regularly scheduled work day off.

C. If the Township Council or Mayor gives or declares a holiday to the other Township employees, then that day is granted to the employees covered by this contract. The term "holiday" does not include emergency closings. This provision does not apply to "Lincoln's Birthday" and "Presidential Election Day - Every 4 years" which are eliminated by this contract.

D. All those holidays which have potentially an observance day different from the actual date of the holiday (i.e., Martin Luther King's Day, Washington's Birthday, Memorial Day, Columbus Day, Veteran's Day, and any other such day which are observed on the Monday before the holiday actually occurs), will be observed on the observance day only, i.e. this is the only day employees will receive off and not the actual holiday.

E. The elimination of "Lincoln's Birthday" and "Presidential Election Day - Every 4 years" shall be effective June 14, 2013.

ARTICLE XIV

HEALTH AND LIFE INSURANCE

A. The Township shall continue to provide health insurance coverage for all full time employees, and their dependents, through the New Jersey State Health Benefits Plan. However, the members of the bargaining unit will contribute 4% of their health insurance premiums for Dependent coverage capped at no more than \$250.00 annually for the life of this agreement. Such contributions shall be made pre-tax through the payroll system. Such contributions shall not commence until every employee of Marlboro enrolled in the New Jersey State Health Benefits Plan is subject to the same provisions. In the event a lower contribution is negotiated or mandated, such reduced rate will apply to members of this bargaining unit as well. In the event the Township considers leaving the New Jersey State Health Benefits Program the parties will meet to discuss the impact. However, in no event will employee contributions exceed \$250.00 annually for the life of this contract. All employees shall be bound by the health insurance contribution requirements of P.L.2010, Chapter 2 and P.L.2011, Chapter 78, and contributions shall continue in accordance with the Chapter 78 Grid in Attachment 2.

B. For all employees hired into the unit prior to November 21, 2017, the base health benefits plan shall be NJ Direct 15 offered by the State Health Benefits Program. If an employee exercises his or her option to enroll in NJ Direct 10 or other plans offered by the State Health Benefits Program with a premium which exceeds that of NJ Direct 15, the employee shall pay the difference in premium costs between the base plan (NJ Direct 15) and the selected plan. For all employees hired into the unit on or after November 21, 2017, the base health benefits plan shall be NJ Direct 2035 offered by the State Health Benefits Program. If an employee exercises his or her option to enroll in NJ Direct 15 or other plan offered by the State Health Benefits Program with a premium which exceeds that of NJ Direct 2035, the employee shall pay the difference in premium costs between the base plan (NJ Direct 2035) and the selected plan.

C. The Township has the right to change insurance carriers or institute a self-insurance program so long as equivalent or better benefits are provided.

D. The Township shall continue to provide fully paid dental insurance coverage in a plan equivalent or better than the plan currently in effect. The deductible for dental claims shall be not more than \$50.00 per family / \$150.00 per family. The annual per person, maximum dental coverage shall be \$1,400.00 for 2004. The annual maximum shall increase to \$1,500.00 in 2005 and increase to \$1,600.00 in 2006.

E. The Township shall provide a group life insurance policy for each employee in the amount of \$20,000.00.

F. If at any time the Township is considering changes to any insurance policies referred to in this agreement, the union shall be so notified and provided ample opportunity to review and discuss any possible changes.

G. For all employees hired into the unit prior to November 21, 2017, employees who wish to waive coverage under the Township health insurance plan shall be entitled to an opt-out incentive payment of at least \$3,600.00 or a greater amount if adopted by the Township which shall be consistent with the terms of P.L.2010, Chapter 2 and P.L.2011, Chapter 78. Employees who wish to participate may be required to show proof of alternative coverage. This provision shall not apply to employees hired into the unit on or after November 21, 2017.

H. Retirement Planning Payments & Credits

1. For all employees hired prior to June 14, 2013, the Township will pay annually to each qualified retiree, as that term is later defined, a sum of \$4,000.00 per year from the time of retirement until the retiree reaches age sixty-five (65).

2. This payment shall be made each year on or before March 1st. In the first year of retirement, a pro-rated portion of the \$4,000.00 will be made within sixty (60) days of the retirement effective date.

3. The retiree may use this payment to purchase health insurance, or for any other reason in his or her sole discretion. Each qualified retiree shall be responsible for the selection of, enrollment in any and all administration associated with such insurance coverage if the money is used for such. The Township shall have no responsibility in regard to any health insurance.

4. There shall be no obligation of the Township to make payments once the qualified retiree reaches the age of sixty-five (65) except as hereafter may be provided. In the year of the qualified retiree's sixty-fifth (65th) birthday, the Township's payment shall be a prorated portion of \$4,000.00 which represents the portion of the year between January 1st, and the birthday.

5. "Qualified Retiree" as used herein means a person within the bargaining unit who has worked full time for the Township for at least twenty (20) years and is at least age sixty-two (62) or who has worked full time for the Township for twenty-five (25) years. Employees hired after January 1, 2005 must have twenty-five years of service and have reached the age of fifty-five (55) or have twenty years of service and have reached the age of sixty-two (62) before being entitled to the credits in Section 7 below.

6. "Full time" as used herein means working normally and on average throughout the year for at least 40 hours per week.

7. Employees who continue to work for the Township after attaining twenty-five (25) years of service or after attaining age 62 with at least twenty (20) years of service, shall be credited with \$4,000.00 for each full year an employee works beyond the date of first eligibility under such parameters, which shall accumulate from year to year to a maximum of fifteen years of credit. It shall not accumulate beyond when an employee reaches age sixty-five (65) however and the year he or she turns sixty-five (65) will be prorated so that the credit is only given for that portion of the year from the anniversary of the first eligibility date and the employee's sixty-fifth (65th) birthday. At the employee's retirement or at age sixty-five (65),

whichever occurs later, the employee may draw from the accumulated credited amount, a sum of up to \$4,000.00 per year.

8. In the event of the employee's death, any remaining amount of accumulated credit may be drawn upon by the employee's surviving spouse in the same manner.

ARTICLE XV

VACATION

A. Annual vacation leave with pay shall be earned at the following rate as determined on January 1 of each year:

<u>YEARS OF SERVICE</u>	<u>VACATION ENTITLEMENT</u>
1 - 5 years	12 working days
6 - 10 years	15 working days
11 - 15 years	18 working days
16 - 20 years	21 working days
over 20 years	25 working days

B. As set forth in Appendix A, employees of the Water Division shall maintain their annual vacation entitlement as of their date of hire with the Township. Employees of the Water Division who have an annual vacation entitlement in excess of the vacation entitlement schedule in Section A of this article above shall be held at that level until reaching the next step in the vacation entitlement schedule.

C. Vacation allowance should be taken during the current year and reasonable efforts will be made to give the employee the time of his choosing. Unused vacation days may only be carried over for one year.

D. 1. Vacation requests must be submitted to the Department Head by the 15th of March of each calendar year.

2. Vacation requests will be scheduled and approved in accordance with seniority.

3. If, because of the pressure of work, the Township determines that vacations must be carried forward, said vacations will be scheduled on a priority basis by the Business Administrator as soon as possible with the concurrence of the employee.

E. Employees who terminate their employment with the Township or whose employment is terminated by the Township shall only be entitled to pay for those vacation days actually earned up to their termination date, on an annual pro-rata basis.

F. For the purpose of this Section only, vacation days shall accrue on a pro-rated monthly basis. Any month in which an employee is absent for more than fifty (50%) of his or her scheduled work days due to disciplinary suspension, said employee shall not accrue any vacation time for that month. If an employee fails to return from a leave of absence without pay said employee shall be considered not to have accrued any vacation time during said leave of absence.

G. All employees hired after June 14, 2013 shall receive vacation in accordance with the schedule below:

<u>YEARS OF SERVICE</u>	<u>VACATION ENTITLEMENT</u>
1 - 5 years	12 working days
6 - 10 years	12 working days
11 - 15 years	15 working days
16 - 20 years	15 working days
over 20 years	20 working days

ARTICLE XVI
PERSONAL DAYS

A. All employees are entitled to a maximum of four (4) Personal Days per year to attend to personal or family matters that cannot be attended to outside of normal working hours. Such days are non-accumulative, and may be used in half-day increments.

B. Requests for use of Personal time should be made at least forty-eight (48) hours in advance except in the case of emergency. Requests for Personal Days shall not be unreasonably withheld. Personal leave will not be granted if it interferes with the personnel needs of the department.

ARTICLE XVII

SICK LEAVE

A. All permanent employees, or full time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.

B. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, or for the attendance of the employee upon a member of the immediate family who is seriously ill. The definition of "immediate family" will be those same persons as listed in Article XVIII entitled "Bereavement Leave" as well as any relative of the employee residing in the employee's household.

C. Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during this period of illness.

D. The minimum sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter.

E. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes.

F. All employees hired prior to June 14, 2013 shall be reimbursed for accrued sick leave at the time of termination of his employment, upon the basis of fifty (50%) percent of accumulated sick time, provided, however, the Township shall not be responsible for any amount exceeding fifteen thousand (\$15,000.00) dollars.

G. On January 15 of 2010, 2011 and 2012, employees in the blue collar unit who bank between eleven (11) and fifteen (15) sick days of the annual sick leave allotment the prior calendar year may cash out the difference between fifteen (15) sick days and number of sick days

the employee used on the basis of two sick days for one day of pay. Employees who bank between six (6) and ten (10) sick days of the annual sick leave allotment the previous calendar year may cash out the difference between fifteen (15) sick days and the number of sick days the employee used on the basis of three sick days for one day of pay.

H. If an employee is absent for reasons that entitled him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

1. Failure to so notify his supervisor may be cause of denial of the use of sick leave for the absence and constitute cause for disciplinary action.

2. Absence without notice for five (5) consecutive days shall constitute a resignation.

I. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

J. An employee who has been absent on sick leave for periods totaling fifteen (15) days in one (1) calendar year consisting of periods of less than five (5) days, may be required to submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less, in which case only (1) certificate shall be necessary for a period of six (6) months.

K. The Township may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

L. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

M. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee

is capable of performing his duties and that the return will not jeopardize the health of other employees.

N. For the purpose of this Section only, sick days shall accrue on a pro-rated monthly basis. Any month in which an employee is absent for more than fifty (50%) of his or her scheduled work days due to disciplinary suspension, said employee shall not accrue any sick time for that month. If an employee fails to return from a leave of absence without pay, said employee shall be considered not to have accrued any sick time during said leave of absence.

O. As set forth in a letter dated November 15, 2011 attached as Appendix A, the employees of the Water Division shall carry over any accumulated sick leave credited by the MTMUA as of their date of hire with the Township.

ARTICLE XVIII

BEREAVEMENT LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay, but in no event to exceed five (5) consecutive work days.

B. The term "immediate family" shall include spouse, father, mother, stepmother, stepfather, son, daughter, stepson, stepdaughter, brother, sister, stepbrother and stepsister.

C. In the event of death of the employee's mother-in-law, father-in-law, or grandparent, the employee shall be granted time off without loss of pay, but in no event to exceed four (4) consecutive work days.

D. If additional time is needed by an employee to fulfill obligations in the event of a death in the family, he or she shall be permitted, with the approval of the Department Head, to utilize his or her accrued time off (vacation days, compensatory days, personal days) as extended bereavement leave.

E. In the event of a death of an employee's aunt, uncle, or first cousin, the employee, upon the approval of the Department Head, shall be permitted to utilize his or her personal accrued time (vacation days, compensatory days, personal days), solely for the purpose of attending the funeral.

F. In the event of a death of a brother-in-law or sister-in-law, the employee shall be granted time off without loss of pay which may commence between the day of death up to and including the day of the funeral, but in no event to exceed two (2) consecutive work days.

G. If extenuating circumstances exist, the Department Head and/or the Business Administrator may, at their sole discretion, extend the bereavement leave. In addition, the Department Head and/or Business Administrator may, at their sole discretion, allow a bereavement period for persons not listed above who are related to the employee.

ARTICLE XIX

INJURY LEAVE

A. In the event an employee becomes disabled by reason of a service-connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to one (1) year.

B. Any employee who is injured, whether slight or severe, while working, must immediately, or as soon as practically possible, report said injury to the Director of Public Works.

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

D. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Township may reasonably require the employee to present such certificate from time to time.

E. If the Township does not accept the certificate of the physician by the insurance carrier, the Township shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Township.

F. In the event the Township appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee disputes the determination of the Township appointed physician. Then the Township and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the Township and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

G. The Township, at its option, and upon certification by the Township appointed physician, may extend the disability pay for no more than one (1) additional year. The Township appointed physician must certify that the employee is incapable of performing his duties for the additional time period.

H. In the event any employee is granted said injury leave, the Township's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability or other payments received from other sources provided by the Township.

I. If the Township can prove that an employee has abused his privileges under this Article, the employee will be subject to disciplinary action by the Township. If the employee is found to be in violation of this Article, he shall be subject to disciplinary action by the Township to the extent which is provided within this Agreement and any Ordinance in effect governing the Township of Marlboro.

ARTICLE XX

JURY DUTY

A. Any regular full-time employee who loses time from his or her job because of jury duty as certified by the Clerk of the Court shall be paid by the Township the difference between his or her daily base rate of pay (up to a maximum of the normal number of hours per day) and the daily jury fee subject to the following conditions:

1. The employee must notify his or her supervisor immediately upon receipt of a summons for jury service.

2. The employee has not voluntarily sought jury service.

3. No employee is attending jury duty during vacation and/or other time off from Township employment.

4. The employee submits adequate proof of the time served on the jury and the amount received for such service.

B. If, on any given day, an employee is attending jury duty, he or she is released by the Court prior to 11 o'clock a.m., that employee shall be required to return to work by 12 o'clock noon that day in order to receive pay for that day.

ARTICLE XXI

CLOTHING AND EQUIPMENT

A. All employees, except mechanics, will be given an initial issue of clothing at the time they are hired. This shall include the following:

<u># of items</u>	<u>Item Name</u>
1 pair	Boots
6 pair	Pants
6 sets	Shirts, short or long sleeve
1	Jacket, winter, or coveralls
1	Jacket, spring, summer and/or fall
1 set	Rain wear, two piece
1 set	Rubber boots
7	Tee shirts

B. On or about January 1st of each year, each employee, except Mechanics, will receive by separate check a Uniform Allowance in the amount of \$700.00. Employees receiving uniform allowance are required to report to work in proper attire. Failure to do so may result in discipline and/or the employee being sent home for the day without pay.

C. All employees will receive an annual Safety Shoe Allowance in the amount of \$180.00. Employees are required to report to work in proper footwear. Failure to do so may result in discipline and/or the employee being sent home for the day without pay. Worn out boots will be replaced, as needed, up to the same dollar amounts.

D. Mechanics will receive an annual allowance of \$100.00 for winter coats/coveralls by separate check on or about January 1st of each year.

E. New employees in the first month of January following their date of hire, will receive a pro-rated share of the \$700.00 allowance, based upon the number of months, or major

part thereof, worked in their first calendar year of employment. For example, an employee hired on February 8th would have a store credit of 11/12ths of the applicable amount in the January following the date of hire.

F. A cleaning and maintenance service will be continued for Mechanics. At the time of hire, mechanics will have the following items supplied to them:

<u># of items</u>	<u>Item Name</u>
1	winter jacket
1	winter coverall
1 pair	rubber boots
1 set	rain gear
7	tee shirts (to be issued annually)

Mechanics will have the above items replaced, when worn out, with the approval of the supervisor.

ARTICLE XXII

PENSION PLAN

A. The Township shall continue for the lifetime of this Agreement to pay the Township's portion of the pension costs under the Public Employees Retirement System of New Jersey.

ARTICLE XXIII

SAFETY AND HEALTH

A. As practicable, the Township shall attempt at all times to maintain safe and healthy working conditions.

B. The Township will provide employees with wearing apparel, prescription safety glasses, tools or devices reasonably necessary as determined by the Township in order to insure their safety and health.

C. Any safety equipment supplied to the employee by the Township must be worn and/or utilized by the employee. If the employee fails to wear and/or utilize such equipment or apparel, he or she shall be subject to disciplinary action, up to and including discharge.

D. All safety and health rules will be abided by. Failure to abide by said rules shall be deemed just cause for disciplinary action, up to and including termination.

E. The Township and the Union shall form a safety committee consisting of representatives of the Governing Body and bargaining unit employees. It shall be their joint responsibility to investigate and correct the working conditions and to recommend corrective action concerning unsafe and unhealthy conditions. The committee shall meet as necessary to review conditions in general and make recommendations when appropriate.

ARTICLE XXIV

ADHERENCE TO CIVIL SERVICE RULES

A. The Township and the Union agree to be bound by all Civil Service Rules and Regulations.

ARTICLE XXV

JOB RELATED COURSES

A. The Township agrees to pay for the tuition and books required when an employee enrolls in a job related course. The Township also agrees to give the employee the Township approved mileage allowance for attending said job related courses.

B. To be eligible for this benefit, the employee must receive prior approval from his or her immediate supervisor, and then from the Business Administrator. Approval of this benefit shall be at the final and sole discretion of the Business Administrator.

ARTICLE XXVI
PERSONNEL FILES

A. The Township shall establish personnel files or confidential records which shall be maintained under the direction of the Business Administrator or his designated representative.

B. Upon prior notice to an authorization of the Business Administrator or his designated representative, all employees shall have access to their individual personnel file. Any such request shall not be unreasonably denied.

C. The Township shall not insert any adverse material into any file of the employee unless the employee has had an opportunity to review, sign and receive a copy of and comment in writing upon the adverse material, unless the employee waived these rights.

D. The employee shall have the right to respond in writing to any complaint, negative report, or disciplinary warning entered into his individual personnel file, and said response shall also be placed in the employee's individual personnel file.

ARTICLE XXVII

CDL LICENSE

A. The Township shall reimburse an employee for the cost of obtaining and renewing a commercial driver's license if such is a condition of an employee's employment.

B. All new employees hired after June 14, 2013 must possess a CDL. All existing employees with the exception of Traffic Maintenance Worker shall be required to take the exam annually until he or she passes the exam.

ARTICLE XXVIII

HEALTH TESTS

A. The Township shall provide for an employee in Public Works the costs of one (1) annual test for Lyme's disease, provided the cost of the test to the Township shall not be more than \$100.00 per employee. Additionally, all new employees will be offered the opportunity to have a hepatitis B vaccination provided at no cost to the employee. All employees will be given the opportunity to take a follow-up test to determine if there is a need for booster shots, at no cost to the employee. In the event that a booster shot is necessary, the Township will pay the full cost.

ARTICLE XXIX

SENIORITY

A. For the purposes of this agreement, seniority is defined as the length of continuous employment with the township commencing from the date of hire as a full time employee.

B. All benefits and other terms and conditions of employment that are based upon years of service shall be measured from the date of hire with the township. Breaks in service may be bridged for purposes of earned time and economic benefits, upon written agreement between the authorized parties.

C. Traditional principles of seniority shall apply to employees covered by this agreement.

D. An employee's length of service shall not be reduced by time lost due to authorized leave of absence.

ARTICLE XXX

IRS SECTION 125 PLAN

A. The Township will establish an IRS Section 125 Plan no later than July 1, 2000. Employees will thereafter be permitted to set aside a portion of the salary into a pre-tax account to be utilized for child care, elder care, and/or health care expenses.

ARTICLE XXXI

MAINTENANCE OF STANDARDS

A. All terms and conditions of this Agreement shall remain in full force and effect while a successor agreement is being negotiated until a new agreement is reached.

ARTICLE XXXII

SEPARABILITY & SAVINGS

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

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

ARTICLE XXXIII

FULLY BARGAINED PROVISION

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

C. Except as specifically stated elsewhere in this Agreement, the Township and the Union, for the life of this Agreement, agree that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement or with respect to any matter or subject referred to or covered in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

D. This Agreement may be modified in whole or in part by the parties by an instrument in writing only executed by both parties.

ARTICLE XXXIV
MISCELLANEOUS

All grievances, arbitrations and unfair practice charges pending as of November 21, 2017 shall be withdrawn and marked settled.

ARTICLE XXXV

TERM AND RENEWAL

A. This Agreement shall be in full force and effect as of January 1, 2020 and shall remain in effect to and including December 31, 2023. This Agreement shall continue in full force and effect from year to year thereafter. Should the parties hereto fail to reach an agreement for a new contract before the termination of this contract, the terms and conditions of this contract shall continue until the new one is signed changing the terms and conditions retroactive to January 1, 2024.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Marlboro Township, New Jersey on this _____ day of _____, 2022.

COMMUNICATIONS WORKERS OF
AMERICA, LOCAL NO. 1075

MARLBORO TOWNSHIP
MONMOUTH COUNTY, NJ

By: Local President

MAYOR

By: Staff Representative

ATTEST:

Union Negotiating Team

CLERK

ARTICLE XXXV

TERM AND RENEWAL

A. This Agreement shall be in full force and effect as of January 1, 2020 and shall remain in effect to and including December 31, 2023. This Agreement shall continue in full force and effect from year to year thereafter. Should the parties hereto fail to reach an agreement for a new contract before the termination of this contract, the terms and conditions of this contract shall continue until the new one is signed changing the terms and conditions retroactive to January 1, 2024.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Marlboro Township, New Jersey on this _____ day of _____, 2022.

COMMUNICATIONS WORKERS OF AMERICA, LOCAL NO. 1075

MARLBORO TOWNSHIP
MONMOUTH COUNTY, NJ

Kevin P. Tarrow
By: Local President

Juan J. Pellicci
MAYOR

Dylan J. Wilkerson
By: Staff Representative 1/6/21

ATTEST:

Thomas Lawrence
Union Negotiating Team

Susan A. Ryan
CLERK

Jay T. Tenney
Craig H. Hoke

William E. Kopp

APPENDIX A

LETTER AGREEMENT DATED NOVEMBER 15, 2011

TOWNSHIP OF MARLBORO

1979 TOWNSHIP DRIVE
MARLBORO, NJ 07746-2299

www.marlboro-nj.gov

Mayor

Jonathan L. Hornik

Telephone:

(732) 536-0200

Business Administrator

Jonathan A. Capp

Fax:

(732) 536-9652

November 15, 2011

Kevin Tauro, Vice President Local Government
Communications Workers of America Local No. 1038
58 First Avenue, Suite 202
Atlantic Highlands, New Jersey 07716

SUBJECT: Marlboro Township
COMMUNICATIONS WORKERS OF AMERICA
LOCAL NO. 1038 (Blue Collar Unit)

Dear Mr. Tauro:

As you know, the Township of Marlboro (Township) and Communications Workers of America Local No. 1038 (Blue Collar Unit) are parties to a collective bargaining agreement that expires on December 31, 2011. This letter is to confirm that the Township and CWA Blue Collar Unit have engaged in negotiations on the terms of compensation for the titles "Water Meter Reader/Water Meter Repairer" (WTR MTR RDR/WTR MTR RPRER) and "Meter Reader" (MTR RDR) and have reached an agreement as follows:

The titles "Water Meter Reader/Water Meter Repairer" (WTR MTR RDR/WTR MTR RPRER) and "Meter Reader" (MTR RDR) are included within the CWA Blue Collar Unit and are subject to all of the terms and conditions of the collective bargaining agreement dated January 1, 2008 - December 31, 2011, except as otherwise amended or supplemented by this letter agreement dated November 15, 2011.

ARTICLE X: HOURS, OVERTIME & EMERGENCIES

- The work week for employees of the Water Utility shall consist of forty (40) hours, comprised of eight-hour days, Sunday through Saturday. Management at its option may, on five days notice, change the work week of an employee of the Water Division.
- For employees of the Water Division, hours worked on the sixth or seventh day worked by an employee in a week which are in excess of forty (40) hours worked shall be compensated at the rate of time and one half (1 ½) the normal hourly rate.

- In the event of a water emergency, management may call in for overtime employees of the Water Division first, and, management may, at its option call in for overtime employees who live or are geographically closest and thereby capable of responding in the shortest period of time without regards to seniority. In such a case, management shall make every reasonable attempt to equalize overtime within thirty (30) days or the next overtime opportunity.

ARTICLE XI: SALARIES

- "Water Meter Reader/Water Meter Repairer" (WTR MTR RDR/WTR MTR RPRER) and "Meter Reader" (MTR RDR) shall be Pay Grade #3 positions except that all Water Division employees listed in Schedule A shall receive increases as specified in Section C and D of this article, a 2% increase in base salary effective July 1, 2010 and retroactive to July 1, 2010, and a 3% increase in base salary effective March 1, 2011 and retroactive to March 1, 2011.

ARTICLE XII: LONGEVITY

- There shall be no longevity for existing employees of the Water Division. Any new hires will receive longevity according to the contract.

ARTICLE XVII: VACATION

- Employees of the Water Division listed in Schedule A shall maintain their annual vacation entitlement and carry over any unused vacation credited by the MTMUA as of their date of hire with the Township as set forth in Schedule A. Employees who have an annual vacation entitlement in excess of the vacation entitlement schedule in Section A shall be held at that level until reaching the next step in the vacation entitlement schedule.

ARTICLE XIX: SICK LEAVE

- The Water Division employees listed on Schedule A shall carry over any accumulated sick leave credited by the MTMUA as of their date of hire with the Township as set forth in Schedule A.

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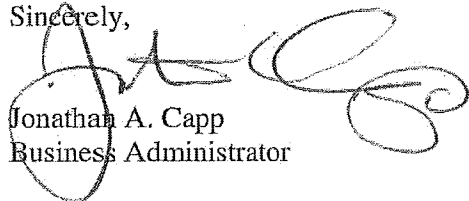
Marlboro Township

COMMUNICATIONS WORKERS OF AMERICA

LOCAL NO. 1038 (Blue Collar Unit)

The parties agree to be bound by these terms and they will be incorporated in the collective bargaining agreement at the time of its next renewal. All provisions of the existing contract not referred to in this Memorandum of Agreement remain unchanged. If you are in agreement with the terms as proposed, please arrange to have this document executed and returned to my attention.

Sincerely,


Jonathan A. Capp
Business Administrator

FOR:

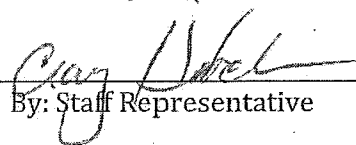
COMMUNICATIONS WORKERS OF

AMERICA, LOCAL NO. 1038 (Blue Collar Unit)

(X SEE ATTACHED - FAXED OVER 11/29/11)

By: Local President
vice CH

Date

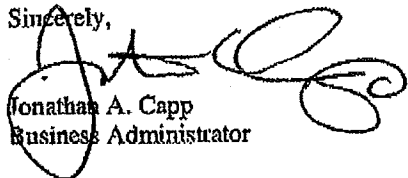

By: Staff Representative

11-23-11
Date

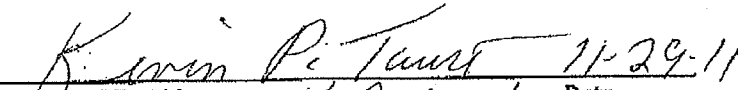

Page 3
Marlboro Township
COMMUNICATIONS WORKERS OF AMERICA
LOCAL NO. 1038 (Blue Collar Unit)

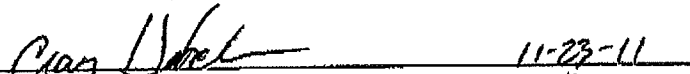
The parties agree to be bound by these terms and they will be incorporated in the collective bargaining agreement at the time of its next renewal. All provisions of the existing contract not referred to in this Memorandum of Agreement remain unchanged. If you are in agreement with the terms as proposed, please arrange to have this document executed and returned to my attention.

Sincerely,


Jonathan A. Capp
Business Administrator

FOR:
COMMUNICATIONS WORKERS OF
AMERICA, LOCAL NO. 1038 (Blue Collar Unit)


By: Local President Kevin P. Tauri 11-29-11
vice  V.P. Local Gov, Date


By: Staff Representative Craig Weber 11-23-11
Date

SCHEDULE A

**FORMER EMPLOYEES OF THE MARLBORO TOWNSHIP MUNICIPAL UTILITIES
AUTHORITY (MTMUA) EMPLOYED BY THE TOWNSHIP OF MARLBORO**

Employee & ID	Annual Vacation Allotment	Accrued Vacation	Accrued Sick
Smith Wayne 099190	187.5	54.375	1800.000
Baeder Matthew 099191	135.0	39.375	616.875
Cassano Jason 099188	187.5	31.875	736.875
Barry Michael 099189	112.5	31.875	15.000

Notes: As of April 16, 2010
Expressed in hours

ATTACHMENT 1
BASE SALARY SCHEDULES
A and B

BLUE COLLAR

BASE SALARY SCHEDULE A

GRADE	TITLE	1/1/2020	1/1/2021	1/1/2022	1/1/2023
		1.90%	2.40%	2.50%	2.50%
Pay Grade #1	Building Maintenance Worker 1	42,222	43,235	44,316	45,424
Pay Grade #2	Building Maintenance Worker 2	45,474	46,565	47,729	48,922
Pay Grade #3	Laborer 1, Traffic Maintenance Worker 1, Water Meter Reader/Water Meter Repairer 1, Meter Worker 1	47,255	48,389	49,599	50,839
Pay Grade #4	Building Maintenance Worker 3, Animal Control Officer 1, Water Meter Reader/Water Meter Repairer 2, Meter Worker 2	48,586	49,752	50,996	52,271
Pay Grade #5	Laborer 2, Traffic Maintenance Worker 2, Animal Control Officer 2, Water Meter Reader/Water Meter Repairer 3, Meter Worker 3	51,366	52,599	53,914	55,262
Pay Grade #6	Laborer 3, Traffic Maintenance Worker 3, Animal Control Officer 3	53,520	54,804	56,174	57,578
Pay Grade #7	Mason, Mechanics Helper 1, Parks Maintenance Worker 1, Public Works Repairer 1, Maintenance Repairer	55,866	57,207	58,637	60,103
Pay Grade #8		57,570	58,952	60,426	61,937
Pay Grade #9	Parks Maintenance Worker 2, Truck Driver A	59,329	60,753	62,272	63,829
Pay Grade #10	Parks Maintenance Worker 3	62,916	64,426	66,037	67,688
Pay Grade #11		64,805	66,360	68,019	69,719
Pay Grade #12	Equipment Operator, Mechanics Helper 2, Senior Traffic Maintenance Worker 1, Truck Driver 1, Senior Park Maintenance Worker	66,874	68,479	70,191	71,946
Pay Grade #13	Senior Traffic Maintenance Worker 2, Truck Driver 2	77,570	79,432	81,418	83,453
Pay Grade #14	Heavy Equipment Operator 1	79,995	81,915	83,963	86,062
Pay Grade #15	Mechanic 1	84,068	86,086	88,238	90,444
Pay Grade #16	Heavy Equipment Operator 2, Mechanic 2	85,831	87,891	90,088	92,340

BLUE COLLAR

BASE SALARY SCHEDULE B (Employees Hired After June XX, 2013)

GRADE	TITLE	1/1/2020	1/1/2021	1/1/2022	1/1/2023
		1.90%	2.40%	2.50%	2.50%
Pay Grade #1	Building Maintenance Worker 1, Laborer (No CDL)	39,554	40,503	41,516	42,554
Pay Grade #2	Building Maintenance Worker 2	42,644	43,667	44,759	45,878
Pay Grade #3	Laborer 1, Traffic Maintenance Worker 1, Water Meter Reader/Water Meter Repairer 1, Meter Worker 1	44,336	45,400	46,535	47,698
Pay Grade #4	Building Maintenance Worker 3, Water Meter Reader/Water Meter Repairer 2, Meter Worker 2	45,599	46,693	47,860	49,057
Pay Grade #5	Laborer 2, Traffic Maintenance Worker 2, Water Meter Reader/Water Meter Repairer 3, Meter Worker 3	48,241	49,399	50,634	51,900
Pay Grade #6	Laborer 3, Traffic Maintenance Worker 3	50,287	51,494	52,781	54,101
Pay Grade #7	Mason, Mechanics Helper 1, Parks Maintenance Worker 1, Public Works Repairer 1, Maintenance Repairer	52,516	53,776	55,120	56,498
Pay Grade #8		54,134	55,433	56,819	58,239
Pay Grade #9	Parks Maintenance Worker 2, Truck Driver A	55,806	57,145	58,574	60,038
Pay Grade #10	Parks Maintenance Worker 3	59,213	60,634	62,150	63,704
Pay Grade #11		61,008	62,472	64,034	65,635
Pay Grade #12	Equipment Operator, Mechanics Helper 2, Senior Traffic Maintenance Worker 1, Truck Driver 1, Senior Park Maintenance Worker, Water Treatment Plant Operator	62,973	64,484	66,096	67,748
Pay Grade #13	Senior Traffic Maintenance Worker 2, Truck Driver 2	73,135	74,890	76,762	78,681
Pay Grade #14	Heavy Equipment Operator 1	75,438	77,249	79,180	81,160
Pay Grade #15	Mechanic 1	79,308	81,211	83,241	85,322
Pay Grade #16	Heavy Equipment Operator 2, Mechanic 2	80,983	82,927	85,000	87,125

ATTACHMENT 2
HEALTH INSURANCE CONTRIBUTION SCHEDULE
CHAPTER 78 GRID

EXHIBIT 2

ID	Ch78Cov_Type	Ch78_Salary_BegRng	Ch78_Salary_EndRng	Ch78_Pct
1	Family	0	24999	0.03
2	Family	25000	29999.99	0.04
3	Family	30000	34999.99	0.05
4	Family	35000	39999.99	0.06
5	Family	40000	44999.99	0.07
6	Family	45000	49999.99	0.09
7	Family	50000	54999.99	0.12
8	Family	55000	59999.99	0.14
9	Family	60000	64999.99	0.17
10	Family	65000	69999.99	0.19
11	Family	70000	74999.99	0.22
12	Family	75000	79999.99	0.23
13	Family	80000	84999.99	0.24
14	Family	85000	89999.99	0.26
15	Family	90000	94999.99	0.28
16	Family	95000	99999.99	0.29
17	Family	100000	109999.99	0.32
18	Family	110000	1000000	0.35
19	Employee Only/Single	0	19999.99	0.045
20	Employee Only/Single	20000	24999.99	0.055
21	Employee Only/Single	25000	29999.99	0.075
22	Employee Only/Single	30000	34999.99	0.1
23	Employee Only/Single	35000	39999.99	0.11
24	Employee Only/Single	40000	44999.99	0.12
25	Employee Only/Single	45000	49999.99	0.14
26	Employee Only/Single	50000	54999.99	0.2
27	Employee Only/Single	55000	59999.99	0.23
28	Employee Only/Single	60000	64999.99	0.27
29	Employee Only/Single	65000	69999.99	0.29
30	Employee Only/Single	70000	74999.99	0.32
31	Employee Only/Single	75000	79999.99	0.33
32	Employee Only/Single	80000	94999.99	0.34
33	Employee Only/Single	95000	1000000	0.35
34	Emp+ Spouse/Partner	0	24999.99	0.035
35	Emp+ Spouse/Partner	25000	29999.99	0.045
36	Emp+ Spouse/Partner	30000	34999.99	0.06
37	Emp+ Spouse/Partner	35000	39999.99	0.07
38	Emp+ Spouse/Partner	40000	44999.99	0.08
39	Emp+ Spouse/Partner	45000	49999.99	0.1
40	Emp+ Spouse/Partner	50000	54999.99	0.15
41	Emp+ Spouse/Partner	55000	59999.99	0.17
42	Emp+ Spouse/Partner	60000	64999.99	0.21
43	Emp+ Spouse/Partner	65000	69999.99	0.23
44	Emp+ Spouse/Partner	70000	74999.99	0.26
45	Emp+ Spouse/Partner	75000	79999.99	0.27
46	Emp+ Spouse/Partner	80000	84999.99	0.28
47	Emp+ Spouse/Partner	85000	99999.99	0.3
48	Emp+ Spouse/Partner	100000	1000000	0.35
49	Parent + Child	0	24999.99	0.035
50	Parent + Child	25000	29999.99	0.045
51	Parent + Child	30000	34999.99	0.06
52	Parent + Child	35000	39999.99	0.07
53	Parent + Child	40000	44999.99	0.08
54	Parent + Child	45000	49999.99	0.1

EXHIBIT 2

ID	Ch78Cov_Type	Ch78_Salary_BegRng	Ch78_Salary_EndRng	Ch78_Pct
55	Parent + Child	50000	54999.99	0.15
56	Parent + Child	55000	59999.99	0.17
57	Parent + Child	60000	64999.99	0.21
58	Parent + Child	65000	69999.99	0.23
59	Parent + Child	70000	74999.99	0.26
60	Parent + Child	75000	79999.99	0.27
61	Parent + Child	80000	84999.99	0.28
62	Parent + Child	85000	99999.99	0.3
63	Parent + Child	100000	1000000	0.35

ATTACHMENT 3
TRUCK DRIVER A
SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT

Marlboro Township and CWA Local 1015
AR-2016-209

The Parties having met and discussed the issues raised in the above captioned matter and the following shall constitute the complete agreement of the parties:

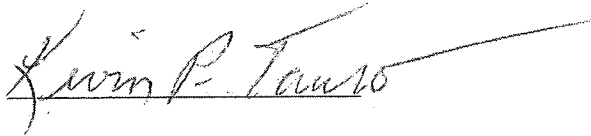
- 1) The following employees will be move to the Truck Driver 1 classification effective January 1, 2017:

William Koopman
Darren Cleary
Barry Tinsley II
Freddy Gonzalez
Mark Pitts

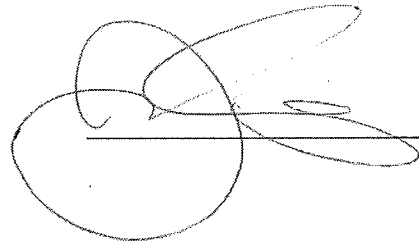
- 2) There shall be no step progressions for any job title, classification or pay grade except as set forth in Article XI of the collective bargaining agreement
- 3) Out of title pay to truck driver from a lower pay grade or classification shall be to Truck Driver A
- 4) All truck drivers promoted in the future shall be to the classification Truck Driver A
- 5) This settlement does not preclude the parties from negotiating as to any issue outlined above in the future
- 6) The grievance shall be deemed withdrawn.

Date: 12/15/2016

CWA Local 1075



Township of Marlboro



Michel Fischetti, Arbitrator



ATTACHMENT 4

ANNUAL SALARIED EMPLOYEES

All full time employees covered by this agreement are annual salaried employees who are paid 24 times per year, each pay representing 1/24th of the annual salary as adjusted by longevity, on or about the 15th and on or about the last day of each month. Permanent part time employees shall be paid on or about the 15th and on or about the last day of each month. Compensation for part time employees is held back one pay period and paid on the next succeeding payroll date. This also applies to overtime compensation for full time employees.

For example:

- i. Joe Smith, a permanent part time employee, works 40 hours between 1/1/17 and 1/15/17. Joe Smith receives payment for 40 hours worked on the payroll of 1/31/17.
- ii. Mary Brown, a full time employee works 10 hours overtime between 1/1/17 and 1/15/17. Mary Brown receives payment for 10 hours overtime on the payroll of 1/31/17.

