

# AGREEMENT

Between

TOWNSHIP OF PEMBERTON

And

TOWNSHIP OF PEMBERTON EMPLOYEES UNION  
LOCAL 2783 AND DISTRICT COUNCIL 71  
AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO

JANUARY 1, 2007 THROUGH DECEMBER 31, 2011



Pemberton Township and Pemberton Twp. Employees Union, Local 2783  
January 1, 2007 through December 31, 2011

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**Preamble**

This Agreement entered into this OCTOBER 2, 2008 by and between the Township of Pemberton (hereinafter "the Township"), a municipal corporation located in the County of Burlington, State of New Jersey, and Pemberton Township Employees Union, Local 2783 (hereinafter "the Union"), affiliated with District Council 71, American Federation of State, County and Municipal Employees, AFL-CIO, represents the complete and final understanding on all bargainable issues between the Township and the Union.

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**ARTICLE I**  
**RECOGNITION**

A. The Township hereby recognizes the Pemberton Township Employees Union, Local 2783, affiliated with District Council 71, American Federation of State, County and Municipal Employees, AFL-CIO, as the exclusive negotiating agent for permanent employees who hold the following titles:

Food Service I	Sr. Permit Clerk/Typing	Mechanic
Food Service II	Sr. Police Records Clerk	Heavy Equip. Operator
Clerk	Senior Clerk Typist	Laborer
Adult Day Care Worker	Senior Tax Clerk	Administrative Secretary
Court Attendant	Senior Water Meter Reader	Senior Clerk
Welfare Investigator	Sr. Code Enforcement Officer	Senior Clerk Steno
Code Enforcement Officer Trainee	Senior Clerk Transcriber	Mechanic
Data Control Clerk	Truck Driver	Cashier
Bldg Service Worker	Park Maintenance Worker	Truck Driver, Heavy
Clerk Typist	Painter/Park Maintenance	Account Clerk
Asst Animal Control Officer	Water Repairer	Carpenter
Data Entry Machine Operator/Typist	Electrician	Senior Plumber
Assessing Clerk	Senior Assessing Clerk	Senior Mechanic
Code Enforcement Officer	Senior Account Clerk	HVAC Mechanic
Tax Clerk	Sr. Maintenance Repair/Plumber	Senior Traffic Maintenance
Police Records Clerk	Sr. Park Maintenance Worker	Clerk Steno
Principal Cashier	Sr. Build Svc. Worker	Water Meter Reader
Animal Control Officer	Principal Account Clerk	Purchasing Assistant
Principal Assessing Clerk	Principal Clerk Transcriber	Equipment Operator
M.V. Operator/Elderly/Handicap	Principal Clerk Typist	Violations Clerk
Water Meter Reader/Repairer	Traffic Maintenance/Truck Driver	TACO
Senior Electrician	Plumber	

B. Any additional job classifications hereinafter adopted by the Township shall be discussed with the Union. Additional titles, except Motor Vehicle Operator/Elderly/Handicap & T.A.C.O. shall be effective January 1, 2009. The two excepted titles shall be recognized when contract is ratified.

**ARTICLE II**  
**MANAGEMENT RIGHTS**

- A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:
1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;
  2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees; and
  3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of the policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

**ARTICLE III**  
**DUES DEDUCTION**

- A. Dues deductions to the Union for members covered by this Agreement shall be made by the Township by said employees authorizing the deduction of dues from their pay. The appropriate Township official shall forward said dues deductions to the Union by the fifteenth (15<sup>th</sup>) day of each month following the monthly pay period from which deductions are made. Employees shall have the authority to withdraw the authorization to the Township to deduct dues on their behalf. Any such written authorization to deduct dues may be withdrawn by the employee at any time by the filing of notice of withdrawal with the Township. The filing of notice of withdrawal shall become effective to halt deductions as of January 1<sup>st</sup> next succeeding the date on which notice of withdrawal is filed. The Union will provide the necessary "check-off authorization forms" and deliver those signed forms to the Township Treasurer or other appropriate Township Official.
- B. If during the life of the Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice of the change on official Union letterhead at least thirty (30) days prior to the effective date of such change.
- C. 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 the Union regarding salary deduction authorization cards submitted by the Union to the Township.

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**ARTICLE IV**  
**AGENCY SHOP**

- A. The Township agrees to deduct the fair share fees from the earnings of those employees who elect not to become a member of the Union and transmit the fees to the majority representative.
- B. The deduction shall commence for each employee who elects not to become a member of the union, thirty days after the date of hire. The Union shall inform the Township of the amount of the fair share assessment in the manner called for in subparagraph C below.
- C. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.
- D. The sum representing the fair share shall not reflect the cost of financial support of political causes of candidates except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.
- E. The Union shall establish and maintain a procedure whereby any individual paying the agency fee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.
- 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.

**ARTICLE V**  
**NO-STRIKE PLEDGE**

- A. The Union covenants and agrees that during the term of this Agreement, neither the Union nor any person acting on 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 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 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, a slowdown or walkout, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees with due process.
- C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Township.
- D. 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 damages or both, in the event of such breach by the Union or its members.
- E. The Township agrees that during the term of this Agreement, there shall be no lock-out under the penalties provided in this Article.



**ARTICLE VI**  
**HOURS AND OVERTIME**

- A. The regular work week shall consist of five consecutive days Monday through Friday for a total of forty (40) hours per week. The regular hours of work for office personnel shall be 8:00 a.m. to 4:30 p.m.

Notwithstanding the above and as otherwise modified for Municipal Court employees in subparagraph I below, the following work hours and shifts shall be applicable as noted:

1. Department of Public Works hours are from 7:00 a.m. – 3:30 p.m.
2. Water Department hours are from 7:00 a.m. – 3:30 p.m.
3. Building Service Workers hours are from 7:00 a.m. - 3:30 p.m. and 3:00 p.m. – 11:30 p.m.
4. Adult Day Care Workers hours are from 7:30 a.m. – 4:00 p.m.
5. Animal Control Officers days and hours are as follows:
  - a. Shift 1 – Friday, Saturday, Sunday and Monday: 7:00 a.m. – 5:30 p.m.
  - b. Shift 2 – Tuesday through Saturday: 7:00 a.m. – 3:30 p.m.
  - c. Shift 3. – Sunday through Thursday: 9:00 a.m. – 5:30 p.m.

Animal Control Officers will work on a rotating shift schedule.

**\*\* Note\*\*** If the Township determines to revise the above work hours it shall notify the Union and the parties shall initiate negotiations.

- B. Overtime requested and authorized by an employee's Department Head or immediate supervisor shall be paid at the rate of one and one-half the employee's regular hourly rate. Overtime shall be paid for all time worked in excess of forty (40) hours per week. For purposes of determining the number of hours an employee has worked in a given work week, paid time off for vacation, holidays, jury duty, sick leave, personal leave and bereavement leave shall be counted as hours worked.
- C. Overtime must be requested and authorized in advance by the employee's Department Head or immediate supervisor. All employees may be required to work a reasonable amount of overtime.

Department of Public Works: The Township will make reasonable efforts to provide for an equitable distribution of overtime work among employees in each job classification within each work unit, after taking into consideration the nature of the work to be performed during the overtime hours and the qualifications and abilities of the employees in the work unit. To the extent reasonable and consistent with the aforesaid objective, overtime shall be distributed among the non-clerical titles via three (3) posted lists: Buildings & Grounds; Streets & Roads; and General List for Scheduled Overtime, and by order of seniority on a rotating basis, except that an employee shall not be removed from a job which said employee is performing on a particular day in order to provide such equitable distribution of overtime. In the event an employee is on paid leave time when overtime is being assigned for a date and time on which the employee will be available for work (i.e., on a date and time when the employee is no longer on paid leave), the Township shall make a good faith attempt to contact the employee via telephone using the employee's telephone number on file with the Public Works Department.

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- D. During emergency event overtime (e.g., snowstorm, hurricane, foul weather or any other related occurrences) there shall be one mechanic on duty, assigned on a rotating basis, when three or more trucks are being utilized.
- E. Any employee required to work on a holiday recognized by this Agreement shall be paid at the rate of one and one-half times the employee's regular hourly rate for all work performed on the holiday, in addition to the employee's regular pay at straight time for the holiday.
- F. Meals During Emergency Overtime. The Township shall provide each employee who works emergency overtime (which shall not include manpower shortages due to employee vacations or other authorized leaves of absence) with a meal allowance of not more than ten (\$10.00) dollars unless provisions have been made by the Township to provide a meal in lieu of a meal allowance. An employee shall be entitled to the aforementioned meal during the emergency after four (4) hours of continuous work beyond the employee's regular work day provided that the overtime assignment is anticipated to last for five (5) or more hours. This provision shall be applicable for each five (5) hour period of continuous work thereafter.
- G. An employee who is recalled to work after completing his or her regular shift and has left the work site shall receive a minimum of two (2) hours pay at a rate of one and one-half times the employee's regular hourly rate of pay for work performed during the recall period. The aforesaid 2-hour minimum shall not apply, however, when the recall occurs at times contiguous to the employee's regular work day.
- H. Two (2) ten (10) minute breaks during the work day shall be provided to each full-time employee, consisting of one break during the first half of the work day and one break during the second half. In addition, each full-time employee shall be entitled to a forty-five (45) minute meal break to be taken at a time agreed to by the employee and his or her immediate supervisor. The 45-minute meal break consists of fifteen (15) minutes paid time and thirty (30) minutes unpaid time.
- I. An employee shall have the option of accruing compensatory time, as opposed to receiving cash overtime, but only with the prior approval of the Department Head and consistent with the provisions of the Fair Labor Standards Act, 29 USC Section 201, et seq. Employees covered by this Agreement may accrue up to a maximum of 240 hours of compensatory time (i.e., 160 clock hours worked). Once an employee has accumulated the maximum he or she shall receive cash overtime for any additional overtime worked until his or her compensatory time level drops below the maximum limitation. Employees shall be permitted to use compensatory time within a reasonable period after making a request unless the use of such time would be "unduly disruptive" to the department. Any accrued time an employee has as of December 31<sup>st</sup>. must be utilized by the employee no later than June 30<sup>th</sup>. Thereafter, any compensatory time earned between January 1<sup>st</sup> and June 30<sup>th</sup> must be used by December 31<sup>st</sup> in the same year. Any compensatory time earned between July 1<sup>st</sup> and December 31<sup>st</sup> must be utilized by June 30<sup>th</sup> of the following year. If an employee is turned down for utilizing time, he or she will be paid for the time. If an employee does not try to schedule use of accrued compensatory time within the allowable time periods, then the time shall be forfeited.
- J. If night court is required, the parties agree to the following terms and conditions:
1. There will be no more than four (4) night courts per month.

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2. The Deputy Municipal Court Administrator shall work each night session and the other clerks/administrators shall work on a rotating basis.
  3. Employees working a night session shall begin work at 2:30 p.m. and the regular session shall end at 11:00 p.m. Any work beyond 11:00 p.m. shall be considered overtime.
  4. Employees working the night session will receive a 12% shift differential for all hours worked after 4:30 p.m.
  5. Potential side letter agreement (SLA) with the Township Re: implementing a work day schedule that includes weekend hours for Code Enforcement Officers. Issue to remain open. See attached letter from Union.
- K. When the Township appoints by written notice or a Department Head assigns by written notice an employee to temporarily work, for a time specified in the notice, in a higher title in an acting capacity as an interim replacement, with the employee's consent, for a period of twelve (12) calendar days or more, the employee will be paid, retroactively to the first day of his or her temporary appointment or assignment, a rate of pay which would be equal to the rate the employee would receive if he or she were promoted to the higher title. It is not the Township's intention to rotate such assignments solely for the purpose of circumventing this benefit.

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**ARTICLE VII**  
**VACATIONS**

A. The number of years of service to the Township for purposes of vacations will be determined as of January 1<sup>st</sup> of each year, except during the first and last years of service when the determination as to years of service will be the date of appointment and the vacation leave will be pro-rated as to actual time on the job.

B. All employees shall be granted annual vacation leave based upon the following schedule:

<u>Years of Service</u>	<u>Annual Vacation Hours Earned</u>
Date of hire through the third (3 <sup>rd</sup> ) year of service	96 vacation hours (12 vacation days)
Beginning of fourth (4 <sup>th</sup> ) year through tenth (10 <sup>th</sup> ) year of service	120 Vacation hours (15 vacation days)
Beginning of eleventh (11 <sup>th</sup> ) year through fifteenth year of service	160 vacation hours (20 vacation days)
Over fifteen (15) years service	200 vacation hours (25 vacation days)

C. Vacation leave shall be scheduled for the mutual convenience of the Township and its employees. Vacation shall be scheduled by the Department Head or designee so as not to interfere with the efficient operation of the Department.

D. If in any calendar year vacation leave is not used, the unused vacation leave for that year shall be used during the next succeeding year only.

E. Vacation schedules shall be posted on the bulletin board within each department by the Township on January 2<sup>nd</sup> of each year and they shall remain posted until March 15<sup>th</sup> for the employees to select their vacations on a seniority basis in one (1) week blocks. In the event an employee has failed to make a selection by the aforementioned deadline, such employee may, nevertheless, make a vacation selection thereafter without regard to seniority for such vacation time as remains available on the schedule. However, commencing on October 1, 2008, the following procedure shall be implemented:

Vacation schedules shall be posted on the bulletin board within each department by the Township on October 1<sup>st</sup> of each year and they shall remain posted until November 30<sup>th</sup> for the employees to select their vacations for the following year on a seniority basis in one (1) week blocks. In the event an employee has failed to make a selection by the aforementioned deadline, such employee may, nevertheless, make a vacation selection thereafter without regard to seniority for such vacation time as remains available on the schedule.

F. Vacation time may be used in whole or half day increments.

**ARTICLE VIII**  
**LEAVES OF ABSENCE**

**Injury in the line of Duty**

If any employee is injured in the line of duty and unable to work, certification of injury in the line of duty shall be made by the Township's designated physician and if necessary, by the Township insurance carrier physician as well. If an employee sustains an injury while in the Township's employ and on duty, the employee will be continued without loss of pay for a maximum of one (1) year from the date of accident. Such eligibility for this leave is determined by the definition of job injury as set out in the New Jersey Worker's Compensation Law.

**Personal Leave**

The Township shall permit all employees covered by this Agreement to take up to three (3) personal days per year with pay. Employees shall be allowed to request the use of personal days at any time so long as the scheduling of such leave shall not interfere with the efficient operation of the employee's respective department. The approval of personal leave time shall not be unreasonably denied. Personal leave time shall not accrue from year to year. Any personal leave time not used by an employee by December 31<sup>st</sup> shall be forfeited and shall not be compensated for by the Township.

**Bereavement Leave**

The Township shall provide all employees covered by this Agreement with three (3) paid bereavement leave days to be used to attend the funeral or for mourning due to the death of an immediate family member. These days may be taken consecutively commencing on the date of death or the date of the funeral; or they may be taken intermittently during the one month period following the date of death provided that at least one bereavement day is either the date of death or the date of the funeral. Immediate family, as defined for this Article, shall include husband, wife, father, mother, brother, sister, child, step-child, ward, legal guardian, grandchildren, grandmother, grandfather, father-in-law, mother-in-law, stepmother, stepfather, son-in-law, daughter-in-law, sister-in-law, and brother-in-law. Failure to use bereavement leave shall not cause the Township to make any payment for such time not utilized and bereavement leave shall not be cumulative in nature. The Mayor or designee may also grant, in his or her discretion, up to two (2) days additional travel time, if needed, for the employee to travel to and from the funeral.

**Union Leave.**

The Township shall, during the life of this Agreement, provide time off, with pay, to a maximum of two (2) persons (with no more than one from a single department) as designated by the President of the Union, to attend Union business or attend Union conventions at any one time, for a period not to exceed eight (8) working days in the aggregate per year. Said eight (8) day limitation shall be cumulative in nature so that the total combined union leave time of bargaining unit members does not exceed eight (8) days. The Union will be permitted to carry not more than four (days) of unused Union leave time from year to year.

**ARTICLE IX**  
**HEALTH AND WELFARE INSURANCE**

- A. The Township shall continue to provide major medical, prescription drug, dental, life and disability insurance.
- B. A disability income policy will be provided to all full-time permanent employees. The weekly benefits under this policy will be no less than 66 2/3 % of an employee's base earnings, up to a max. of \$502. per week available after the 15<sup>th</sup> day of disability (accident induced) and the 15<sup>th</sup> day of illness up to a max of twenty-six (26) weeks.
- C. The Township shall provide major medical, prescription drug, and dental coverage for employees covered by this Agreement in accordance with the attached schedule.
- D. The Township retains the right to change carriers and/or to self-insure so long as substantially similar benefits are provided.
- E. The Township will pay up to one hundred (\$100.00) dollars per year per family member for an eye exam or prescription glasses. "Family" includes the employee, employee's spouse and dependent children only.
- F. The Township agrees to allow any employee who is eligible for other health care coverage to waive coverage under the municipality's plan to which the employee is entitled by virtue of employment with the municipality. The waiver shall be in such form as the municipality shall prescribe and shall be filed with the municipality. In consideration of the filing of such waiver, the Township will increase from the annual waiver payment \$1,500.00 to \$3,000.00 effective January 1, 2009. In the event that the Township becomes fully insured and pays a premium, the Township will pay to the employee annually an amount of \$3,000.00 or 40% of the amount, whichever is greater, saved by the municipality because of the employee's waiver of coverage. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro-rated basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a declaration with the municipality in such a form as the municipality shall prescribe, that the waiver is revoked. The Union acknowledges that the decision of the Township to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process in accordance with N.J.S.A. 40A:10-17.1.
- G. The Union acknowledges that Employees who are married and both employed by the Township shall not be entitled to the waiver payment because the Plan requires that married employees be covered under one type of coverage (e.g., Husband/Wife; Family).
- H. Benefits upon retirement. The Twp will assume the cost of health benefits coverage and pay all premiums for employees who have retired after twenty-five (25) years or more of service credit in the State of N J Public Employees Retirement System (PERS) and a period of continuous service of 25 years with Pemberton Twp at the time of retirement at the single level of coverage. Retirees will receive the same health benefits under the same terms and conditions as current active employees. On and after July 1, 2008, provided that the Township is fully insured, and paying a premium, a retired employee may purchase coverage for his or her Spouse under the Township's Plan provided that the retiree pays the difference between the premium for Single coverage and the premium for Husband/Wife coverage.

**ARTICLE X**  
**UNIFORM ALLOWANCE**

- A. Upon commencing employment with the Township, each non-clerical employee assigned to the Department of Public Works, Water Department, Animal Control and Code Enforcement Division shall be provided five (5) industrial uniforms. A uniform shall consist of one (1) shirt and one (1) pair of pants. In addition to the shirt and pants, each employee shall receive one (1) winter jacket and foul weather gear as is necessary and required by the Township. Once an employee has received said uniforms, the Township shall replace said uniforms on a "wear-and-tear" basis. In this regard, the employee must bring to the Department Head or his or her immediate supervisor the article of clothing sought to be replaced in order for the Township to determine whether or not the item shall be replaced.
- B. The Township will reimburse employees up to \$100.00 per year for boots during the term of this contract. Employees must bring old boots to their Department Head or immediate supervisor to determine whether the boots should be replaced. This provision shall apply only to non-clerical employees assigned to the Department of Public Works, Water Department, Animal Control and Code Enforcement Division.
- C. The Township shall pay to all employees covered under this Agreement an annual clothing allowance in the amount of one hundred twenty-five (\$125.00) dollars in 2007; and, commencing January 1, 2008, in the amount of one hundred fifty (\$150.00) dollars; and, commencing January 1, 2009, and thereafter, in the amount of two hundred (\$200.00) dollars. The aforesaid annual clothing allowance shall be paid to the employees covered by this agreement by the last pay in November of each year. This clothing allowance shall be prorated on a monthly basis so that if an employee terminates his or her employment with the Township for any reason during the year, the employee shall receive only the amount of clothing allowance payable for the month(s) during which the employee worked for the Township.

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**ARTICLE XI**  
**LONGEVITY AND SALARY**

Longevity

A. For the term of this Agreement, all full-time permanent employees, in addition to their annual salaries, shall be paid upon their base pay each pay period longevity payment as follows:

1. After five (5) continuous years of service = 4%
2. After ten (10) continuous years of service = 6%
3. After fifteen (15) continuous years of service = 8%

B. Salary Increases.

1. For 2007, effective January 1, 2007, the wage rate schedule reflecting hourly rates for all steps in each salary range as attached will increase by 3.00%
2. For 2008, effective January 1, 2008, the wage rate schedule reflecting hourly rates for all steps in each salary range as attached will be increased by 3.50 %
3. For 2009, effective January 1, 2009, the wage rate schedule reflecting hourly rates for all steps in each salary range as attached will be increased by 4.00%
4. For 2010, effective January 1, 2010, the wage rate schedule reflecting hourly rates for all steps in each salary range as attached will be increased by 3.75%
5. For 2011, effective January 1, 2011, the wage rate schedule reflecting hourly rates for all steps in each salary range as attached will be increased by 4.00 %

C. The Township has instituted a payroll plan for payroll every two (2) weeks, that is twenty-six (26) or twenty-seven (27) pay periods per year. The Township will give the employees covered under this Agreement not less than sixty (60) days notice prior to the institution of any change in the payroll plan.

D. Animal Control Officers shall receive a shift differential of twelve (12%) percent of their regular hourly rate of pay for hours worked on weekends (Saturday and Sunday).

E. Building Service Workers who work the second shift shall receive a shift differential of twelve (12%) percent of their regular hourly rate of pay for hours worked during the second shift.



**ARTICLE XII**  
**EDUCATIONAL PROVISIONS**

- A. Tuition shall be reimbursed by the Township for all college level equivalent courses and educational training courses commencing January 1, 1987, in which the employee maintains a "C" or better average or a "Passing" grade for those courses graded "Pass/Fail." All course participation must be authorized by the Mayor or Business Administrator in advance and must directly relate to the work responsibilities of the employee.
- B. Upon successful completion of the college level equivalent courses and educational training courses pursuant to Section A, and upon presentation of appropriate verification, the Township will reimburse the employee for the cost of required books purchased for those courses.

**ARTICLE XIII**  
**SAFETY AND HEALTH**

- A. The Township shall maintain safe and healthful working conditions for all employees covered by this Agreement and will provide employees with any wearing apparel, including foul weather clothing, tools or devices that may be reasonably necessary to ensure their health and safety.
- B. The Union shall designate a Safety Committee for each unit of representation. It shall be their responsibility to investigate unsafe or unhealthy conditions on behalf of the Union. They shall meet periodically, as necessary and in accordance with the Union leave provisions contained in Article VIII, to review conditions in general in order to make appropriate recommendations to either or both parties. The Safety Committee member(s) representing the Union shall be permitted a reasonable opportunity to visit work locations throughout the Township's facilities where employees covered by this Agreement perform their duties, for the purpose of investigating safety and health conditions. Said inspections shall be conducted during working hours with no loss of pay for a period not to exceed one (1) hour per week unless additional time is specifically requested and authorized by the Mayor or Business Administrator.
- C. The Township shall provide employees official identification.
- D. The Township shall attempt to schedule two (2) employees on each truck during snow or ice removal duty during night time hours, which are defined as the hours between 10:00 p.m. and 5:00 a.m. However, the Department Head may elect to assign one (1) employee for each truck during this period. This election shall not be subject to a grievance.

**ARTICLE XIV**  
**NON-DISCRIMINATION**

The Township and the Union agree not to discriminate against any individual with respect to hiring, compensation, and/or terms or conditions of employment covered by this Agreement because of such individual's race, color, creed, religion, sex, national origin, handicap or age. The Union and the Township agree not to discriminate against any employee covered by this Agreement because of his/her membership or non-membership in the Union.

**ARTICLE XV**  
**DISCIPLINE**

- A. Appropriate behavior, professionalism, good judgment, and common sense are essential responsibilities of all employees who work for Pemberton Township. With so many diverse people working together and such a range of customers being served, the Township must have "Standards of Conduct" for common guidance and uniformity of expectations. As a condition of employment with the Township, all employees accept responsibility for adhering to the particular rules and guidelines of their individual positions, departments and offices as well as to general rules and standards of behavior.

Generally speaking, a progressive four (4)-step disciplinary process will be followed in cases involving minor violations of standards, rules and guidelines. The process includes a verbal counseling, which shall be confirmed in writing by the employee's supervisor; a written reprimand by the employee's Department Head, immediate supervisor, or Business Administrator; suspension without pay; and termination.

However, the Union acknowledges that progressive discipline shall not prevent the Township, in its sole determination, from taking appropriate disciplinary action in cases involving major violations of standards, rules and guidelines, subject to the employee's hearing and appeal rights. Furthermore, the Union acknowledges that the Township has the authority under civil service rules to immediately suspend an employee pending a hearing subject to the employee's civil service or contractual rights.

- B. (1) Upon completion of 12 consecutive months without repeat incidents and in conjunction with a satisfactory or better performance evaluation, all prior minor disciplinary actions, as defined by the New Jersey Department of Personnel, but not including any suspension without pay, will be removed from the employee's personnel file as well as any official supplementary files.
- (2) Upon completion of 48 consecutive months without repeat incidents and in conjunction with a satisfactory or better performance evaluation, all prior minor disciplinary suspensions without pay of five days or less will be removed from the employee's personnel file as well as any official supplementary files.

**ARTICLE XVI**  
**GRIEVENCE PROCEDURE**

- A. A grievance is a complaint that there has been an improper application, interpretation or violation of this Agreement. Also, included in the scope of items that may be grieved are minor disciplinary actions, which are not permitted to be appealed to the New Jersey Department of Personnel as a matter of right. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss and resolve the matter informally with any appropriate member of the department.
- B. Complaints may be initiated by an employee to his or her supervisor. If the employee's complaint deals with improper action by the employee's supervisor, then the employee or the Union representative may initiate this step with the Department Head or the Township Business Administrator, whichever would be applicable. An earnest effort shall be made to settle the dispute immediately. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the employee or by the authorized Union representative.
- C. When the Union wishes to present a grievance for itself or for an employee or group of employees for settlement or when an aggrieved employee wishes to present a grievance, such grievance shall be presented as follows:
- Step 1      Within seven (7) working days of the event giving rise to the grievance, the aggrieved employee, the President of the Union or his or her duly authorized representative, shall present the grievance in writing to the Department Head or his or her duly designated representative. The Department Head shall answer the grievance within seven (7) working days.
- Step 2      If the grievance is not resolved at Step 1 or if no answer has been received within the time set forth in Step 1, the Union shall present the grievance within seven (7) working days in writing to the Township Business Administrator. This presentation shall set forth the position of the Union and, at the request of either party, discussion may ensue. The Township Business Administrator shall answer the grievance in writing within fifteen (15) working days after receipt of the grievance setting forth the position of the employer.
- Step 3      If the grievance is not resolved at Step 2 or if no answer has been received by the Union within the time set forth in Step 2, the grievance may be presented in writing within ten (10) working days to the Mayor. The final decision of the Mayor shall be given to the Union in writing within twenty (20) working days after the receipt of the grievance, said time period may be extended by consent of the Union.
- Step 4      If the grievance has not been settled by the parties at Step 3 of the grievance procedure or if no answer in writing by the Mayor has been received by the Union within the time provided in Step 3, the Union may invoke arbitration of the grievance in accordance with Article XVII hereof.

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- D. In the event a grievance is not processed in accordance with the time limitations set forth above, unless such time limitations are waived by both parties, the grievance shall be deemed satisfactorily resolved and no further action may be taken pursuant to this Article.

**ARTICLE XVII**  
**ARBITRATION**

- A. Any grievance not settled by the grievance procedure as herein provided, may be referred to an arbitrator as hereinafter provided.
- B. The Union may institute arbitration proceedings when the grievance procedure has been exhausted by requesting the Public Employment Relations Commission to appoint an arbitrator to hear the dispute in the manner set forth in the Rules and Regulations and Statement of Procedure of the Public Employment Relations Commission. A copy of said request shall be forwarded to the Mayor.
- C. The cost for the services of the arbitrator shall be born equally between the Township and the Union. Any other expenses incurred, including but not limited to the presentation of witnesses shall be paid for by the party incurring the same.
- D. The Township and the Union shall be limited to placing one (1) issue before an arbitrator at any one time. The arbitrator shall be prohibited from hearing more than one (1) grievance except by mutual consent of the parties. The arbitrator shall be bound by the provisions of the Agreement and restricted to the application of facts presented to him or her involved in the grievance. The arbitrator shall not have the authority to add to, modify, subtract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The Arbitrator shall set forth his or her findings of fact and reasons for making the award within thirty (30) calendar days after the conclusion of the arbitration hearing, unless agreed to otherwise by the parties.
- E. The arbitrator's decision shall be final and binding on all parties.
- F. In any case where the subject matter of a grievance as defined herein is appealable through either the grievance procedure or an appeal procedure established by the New Jersey Department of Personnel resort to one procedure shall preclude the employee and Union from resorting to the other procedure.

**ARTICLE XVIII**  
**SICK LEAVE**

- A. Sick leave shall be defined as an absence of an employee from post or duty because of illness, accident, or exposure to contagious disease.
- B. Permanent full-time employees shall accrue sick leave on the basis of eight (8) hours per month during the remainder of the first calendar year of employment after initial appointment and one hundred twenty (120) hours in every calendar year thereafter. Permanent part-time employees shall receive sick leave on a prorated basis.
- C. Employees covered under this Agreement have the option of indefinitely accumulating sick leave or, in any given year, requesting payment for any unused sick leave for that year only up to a maximum of 50% (i.e., sixty (60) hours) of that year's sick leave at the employee's rate of pay as of the previous July 1<sup>st</sup>. Payment under this provision shall be made by the last pay in November of each year. However, employees must notify the Township that they are electing to receive payment under this provision, in writing, no later than November 1<sup>st</sup> of each year with the amount of sick leave eligible for payment to be determined as of that date. Furthermore, in order to qualify for payment, an employee must maintain a bank of at least one hundred twenty (120) sick leave hours, not including the hours sought for reimbursement.
- D. Verification of Sick Leave.

An employee who has been absent on sick leave for five (5) or more consecutive work days may be required to submit acceptable medical evidence substantiating the illness.

1. An employee who has been absent on sick leave for periods totaling more than one hundred twenty (120) hours in one calendar year consisting of periods of not less than five (5) days shall have his or her sick leave record reviewed by the appointing authority and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness of a chronic or recurring nature causes recurring absences of one day or less, only one submission of such proof shall be necessary for a period of six (6) months.
2. The appointing authority may require proof of illness of an employee on sick leave whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.
  - a. In case of leave of absence due to exposure to a contagious disease, a certification from the Department of Health shall be required.
  - b. In case of death in the immediate family, reasonable proof shall be required.
  - c. The appointing authority may require an employee who has been absent because of personal illness, as a condition of his or her return to duty, to be examined, at the expense of the agency, by a physician designated by the appointing authority. Such examination shall establish whether the employee is capable of performing his or her normal duties and his or her return will not jeopardize the health of other employees.

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- F. Upon termination in good standing or retirement, an employee is entitled to be reimbursed for fifty (50%) percent of his or her accumulated sick leave up to a maximum of \$5,000. However, any employee who, as of December 18, 2003, accumulated more than \$10,000 in sick leave time may be reimbursed for fifty (50%) percent of his or her accumulated sick leave up to a maximum of \$10,000.
  
- G. Sick leave is permitted to be used in one hour increments. Use of sick leave is permitted for medical, dental or eye examinations for employees and members of their immediate family.

**ARTICLE XIX**  
**HOLIDAYS**

A. All employees covered under this Agreement shall celebrate the following paid observed holidays:

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

- A. Holidays that fall on Saturday shall be celebrated on the preceding Friday. Holidays that fall on Sunday shall be celebrated on the following Monday.
- B. Any employee who is required to work on a holiday shall receive premium pay at one and one-half times the employee's regular hourly rate of pay in addition to the employee's regular pay at straight time for the holiday.
- C. In order to qualify for holiday pay, employees must work their scheduled workday immediately preceding and their scheduled workday immediately following the holiday or holiday weekends unless excused by the Department Head. Employees who are on leave of absence without pay will not be eligible for holiday pay.
- D. Holiday pay referred to in subparagraph B of this Article shall not be included in calculation of payments to the retirement system, nor be considered as part of base salary for the purpose of determining longevity or overtime.
- E. The following shall govern overtime compensation for full-time Animal Control Officers who are employed in a seven day coverage operation:
1. If a holiday occurs on a regular workday of an employee, the employee is entitled to overtime compensation for all work performed on that holiday in addition to the regular rate of compensation.
  2. If a holiday occurs on a regular day off, an employee shall be given an additional day off in the same workweek. If, as a result of an emergency, the employee is required to work on the additional day, he or she shall be entitled to overtime compensation for all work performed on the additional day.
  3. If a holiday occurs on a regular workday of an employee and the employee does not report for duty, he or she shall not be eligible for overtime compensation or an alternate day off for that holiday.



**ARTICLE XX**  
**UNION INFORMATION**

- A. The Township shall provide bulletin boards for the unit covered by this Agreement. The bulletin board shall be used for Union business only. Such notices shall be signed by the Union President or his or her designee prior to posting and must be on Union letterhead. Notices of a political nature and notices disrespectful to the Township or officials of the Township shall **NOT** be posted on said bulletin boards.
- B. It is agreed that representatives of the employer and the Union will meet from time to time upon the request of either party to discuss matters of general interest or concern, matters that are not necessarily a grievance as such. Said meetings shall be initiated by written request of either party and shall reflect the precise agenda of the meeting.
- C. The Township will allow membership packets furnished by the Union to be placed in suitable areas so they may be obtained by new employees.

**ARTICLE XXI**  
**SENIORITY**

The Township agrees that it will abide by the New Jersey Department of Personnel regulations concerning seniority matters. Seniority commences as of the date of employment or re-employment if an employee has left the Township's employ. The Township shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification and pay rate of each employee covered by this agreement, and the Township shall furnish copies of the same to the Union upon reasonable request.

**ARTICLE XXII**  
**RESIDENCY REQUIREMENTS**

All employees hired must be a Township resident at the time of hire and remain a resident for at least ten (10) years prior to being allowed to relocate outside the Township.

**ARTICLE XXIII**  
**JOB POSTINGS AND PROMOTIONS**

- A. The Township shall post employment announcements pertaining to newly created positions and vacancies on an official Employment Announcement bulletin board located in the Municipal Building, 500 Pemberton-Browns Mills Road. A copy of each employment notice shall also be provided to Local 2783, and a copy will be attached to each official employee time card at time of posting. The posting of employment announcements on the official Employment Announcement bulletin board shall occur no later than the date on which the Township commences the recruitment process. Current employees who submit an employment application no later than the closing date will not be unreasonably denied the opportunity to be interviewed by the appointing authority's designee. The Township will notify Local 2783's President of appointments to newly created positions and vacancies.
- B. Promotions will be considered upon written request from an employee, an employee's supervisor, AFSCME Union officials, and /or at the initiative of the Township Administration.
- C. The Township may advance employees in job titles based on job duties performed, performance evaluations and in accordance with New Jersey Department of Personnel examinations and procedures. No such requests will be considered unless an employee has been in a job title for a minimum of one (1) year, or the job duties have changed to such an extent that a higher title must be looked at, or a written agreement was promulgated upon hiring that granted such a consideration.

**ARTICLE XXIV**  
**SEPARABILITY AND SAVINGS**

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

**ARTICLE XXV**  
**FULLY BARGAINED AGREEMENT**

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 will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

<b>AFSCME 2007 SALARY RATE</b>			3.00%			
<b>CLASSIFICATION</b>	<b>RANGE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
FOOD SERVICE I	2	7.93	8.20	8.49	8.81	9.04
FOOD SERVICE II	3	8.99	9.31	9.68	10.00	10.30
CLERK	5	***	***	13.39	13.83	14.24
ADULT DAY CARE WORKER	5	***	***	13.39	13.83	14.24
COURT ATTENDANT	7	13.39	13.83	14.24	14.72	15.26
WELFARE INVESTIGATOR	7	13.39	13.83	14.24	14.72	15.26
M.V. OP, ELDERLY & HANDICAPPED	8	13.74	13.83	***	***	***
CODE ENFORCE OFFICER TR	8	13.74	13.83	***	***	***
DATA CONTROL CLERK	10	14.72	15.26	15.73	16.24	16.85
BUILDING SERVICE WORKER	10	14.72	15.26	15.73	16.24	16.85
CLERK-TYPIST	12	15.73	16.24	16.85	17.31	17.96
ASSISTANT ANIMAL CONTROL OFFICER	12	15.73	16.24	16.85	17.31	17.96
CASHIER	12	15.73	16.24	16.85	17.31	17.96
ASSESSING CLERK	12	15.73	16.24	16.85	17.31	17.96
CODE ENFORCE OFFICER	12	15.73	16.24	16.85	17.31	17.96
TAX CLERK	12	15.73	16.24	16.85	17.31	17.96
SENIOR CLERK	12	15.73	16.24	16.85	17.31	17.96
POLICE RECORDS CLERK	12	15.73	16.24	16.85	17.31	17.96
LABORER	12	15.73	16.24	16.85	17.31	17.96
WATER METER READER	12	15.73	16.24	16.85	17.31	17.96
DATA ENTRY MACH OPER/TYP	12	15.73	16.24	16.85	17.31	17.96
WATER METER READER/REPAIRER	13	***	***	17.31	17.96	18.56
ANIMAL CONTROL OFFICER	13	***	***	17.31	17.96	18.56
ACCOUNT CLERK	14	16.77	17.23	17.96	18.56	19.21
CLERK STENOGRAPHER	14	16.77	17.23	17.96	18.56	19.21
VIOLATIONS CLERK	14	16.77	17.23	17.96	18.56	19.21
PURCHASING ASSISTANT	14	16.77	17.23	17.96	18.56	19.21
SENIOR. PERMIT CLERK/TYPING	14	16.77	17.23	17.96	18.56	19.21
SENIOR POLICE RECORDS CLERK	14	16.77	17.23	17.96	18.56	19.21
SENIOR CLERK TYPIST	14	16.77	17.23	17.96	18.56	19.21
SENIOR TAX CLERK	14	16.77	17.23	17.96	18.56	19.21

SENIOR BUILDING SERVICE WORKER	14	16.77	17.23	17.96	18.56	19.21
SENIOR WATER METER READER	14	16.77	17.23	17.96	18.56	19.21
SENIOR CODE ENFORCEMENT OFFICER	14	16.77	17.23	17.96	18.56	19.21
SENIOR CLERK TRANSCRIBER	14	16.77	17.23	17.96	18.56	19.21
TRUCK DRIVER	15	17.31	17.88	18.64	19.29	20.01
PARK MAINTENANCE WORKER	15	17.31	17.88	18.64	19.29	20.01
PAINTER/PARK MAINTENANCE	15	17.31	17.88	18.64	19.29	20.01
WATER REPAIRER	15	17.31	17.88	18.64	19.29	20.01
ELECTRICIAN	15	17.31	17.88	18.64	19.29	20.01
PLUMBER	15	17.31	17.88	18.64	19.29	20.01
CARPENTER	15	17.31	17.88	18.64	19.29	20.01
TRUCK DRIVER, HEAVY	16	***	***	19.21	19.92	20.64
SENIOR ASSESSING CLERK	16	***	***	19.21	19.92	20.64
H.V.A.C. MECHANIC	17	18.47	19.12	19.92	20.64	21.36
SENIOR ACCOUNT CLERK	17	18.47	19.12	19.92	20.64	21.36
SENIOR CLERK STENO	17	18.47	19.12	19.92	20.64	21.36
SENIOR PARK MAINT WORKER	17	18.47	19.12	19.92	20.64	21.36
SENIOR WATER REPAIRER	17	18.47	19.12	19.92	20.64	21.36
TRAFF MAINT/TRUCK DRIVER	17	18.47	19.12	19.92	20.64	21.36
EQUIPMENT OPERATOR	17	18.47	19.12	19.92	20.64	21.36
T.A.C.O.	18	19.12	19.92	20.64	21.57	22.54
PRINCIPAL CASHIER	18	19.12	19.92	20.64	21.57	22.54
PRINCIPAL TAX CLERK	18	19.12	19.92	20.64	21.57	22.54
PRINCIPAL ACCOUNT CLERK	18	19.12	19.92	20.64	21.57	22.54
PRINCIPAL ASSESSING CLERK	18	19.12	19.92	20.64	21.57	22.54
PRINCIPAL CLERK TRANSCRIBER	18	19.12	19.92	20.64	21.57	22.54
PRINCIPAL CLERK TYPIST	18	19.12	19.92	20.64	21.57	22.54
MECHANIC	18	19.12	19.92	20.64	21.57	22.54
HEAVY EQUIPMENT OPERATOR	19	19.12	19.92	21.36	22.22	23.58
SENIOR PLUMBER	20	21.26	22.11	23.04	23.89	24.83
SENIOR CARPENTER	20	21.26	22.11	23.04	23.89	24.83
SENIOR MECHANIC	20	21.26	22.11	23.04	23.89	24.83
SENIOR ELECTRICIAN	20	21.26	22.11	23.04	23.89	24.83
SENIOR TRAFFIC MAINTENANCE	20	21.26	22.11	23.04	23.89	24.83
ADMINISTRATIVE SECRETARY	20	21.26	22.11	23.04	23.89	24.83

<b>AFSCME 2008 SALARY RATE</b>			3.50%			
<b>CLASSIFICATION</b>	<b>RANGE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
FOOD SERVICE I	2	8.21	8.49	8.79	9.12	9.36
FOOD SERVICE II	3	9.30	9.64	10.02	10.35	10.66
CLERK	5	***	***	13.86	14.31	14.74
ADULT DAY CARE WORKER	5	***	***	13.86	14.31	14.74
COURT ATTENDANT	7	13.86	14.31	14.74	15.24	15.79
WELFARE INVESTIGATOR	7	13.86	14.31	14.74	15.24	15.79
M.V. OP, ELDERLY & HANDICAPPED	8	14.22	14.31	***	***	***
CODE ENFORCE OFFICER TR	8	14.22	14.31	***	***	***
DATA CONTROL CLERK	10	15.24	15.79	16.28	16.81	17.44
BUILDING SERVICE WORKER	10	15.24	15.79	16.28	16.81	17.44
CLERK-TYPIST	12	16.28	16.81	17.44	17.92	18.59
ASSISTANT ANIMAL CONTROL OFFICER	12	16.28	16.81	17.44	17.92	18.59
CASHIER	12	16.28	16.81	17.44	17.92	18.59
ASSESSING CLERK	12	16.28	16.81	17.44	17.92	18.59
CODE ENFORCE OFFICER	12	16.28	16.81	17.44	17.92	18.59
TAX CLERK	12	16.28	16.81	17.44	17.92	18.59
SENIOR CLERK	12	16.28	16.81	17.44	17.92	18.59
POLICE RECORDS CLERK	12	16.28	16.81	17.44	17.92	18.59
LABORER	12	16.28	16.81	17.44	17.92	18.59
WATER METER READER	12	16.28	16.81	17.44	17.92	18.59
DATA ENTRY MACH OPER/TYP	12	16.28	16.81	17.44	17.92	18.59
WATER METER READER/REPAIRER	13	***	***	17.92	18.59	19.21
ANIMAL CONTROL OFFICER	13	***	***	17.92	18.59	19.21
ACCOUNT CLERK	14	17.36	17.83	18.59	19.21	19.88
CLERK STENOGRAPHER	14	17.36	17.83	18.59	19.21	19.88
VIOLATIONS CLERK	14	17.36	17.83	18.59	19.21	19.88
PURCHASING ASSISTANT	14	17.36	17.83	18.59	19.21	19.88
SENIOR. PERMIT CLERK/TYPING	14	17.36	17.83	18.59	19.21	19.88
SENIOR POLICE RECORDS CLERK	14	17.36	17.83	18.59	19.21	19.88
SENIOR CLERK TYPIST	14	17.36	17.83	18.59	19.21	19.88
SENIOR TAX CLERK	14	17.36	17.83	18.59	19.21	19.88

SENIOR BUILDING SERVICE WORKER	14	17.36	17.83	18.59	19.21	19.88
SENIOR WATER METER READER	14	17.36	17.83	18.59	19.21	19.88
SENIOR CODE ENFORCEMENT OFFICER	14	17.36	17.83	18.59	19.21	19.88
SENIOR CLERK TRANSCRIBER	14	17.36	17.83	18.59	19.21	19.88
TRUCK DRIVER	15	17.92	18.51	19.29	19.97	20.71
PARK MAINTENANCE WORKER	15	17.92	18.51	19.29	19.97	20.71
PAINTER/PARK MAINTENANCE	15	17.92	18.51	19.29	19.97	20.71
WATER REPAIRER	15	17.92	18.51	19.29	19.97	20.71
ELECTRICIAN	15	17.92	18.51	19.29	19.97	20.71
PLUMBER	15	17.92	18.51	19.29	19.97	20.71
CARPENTER	15	17.92	18.51	19.29	19.97	20.71
TRUCK DRIVER, HEAVY	16	***	***	19.88	20.62	21.36
SENIOR ASSESSING CLERK	16	***	***	19.88	20.62	21.36
H.V.A.C. MECHANIC	17	19.12	19.79	20.62	21.36	22.11
SENIOR ACCOUNT CLERK	17	***	***	20.62	21.36	22.11
SENIOR CLERK STENO	17	***	***	20.62	21.36	22.11
SENIOR PARK MAINT WORKER	17	19.12	19.79	20.62	21.36	22.11
SENIOR WATER REPAIRER	17	19.12	19.79	20.62	21.36	22.11
TRAFF MAINT/TRUCK DRIVER	17	19.12	19.79	20.62	21.36	22.11
EQUIPMENT OPERATOR	17	19.12	19.79	20.62	21.36	22.11
T.A.C.O.	18	19.79	20.62	21.36	22.32	23.33
PRINCIPAL CASHIER	18	19.79	20.62	21.36	22.32	23.33
PRINCIPAL TAX CLERK	18	19.79	20.62	21.36	22.32	23.33
PRINCIPAL ACCOUNT CLERK	18	19.79	20.62	21.36	22.32	23.33
PRINCIPAL ASSESSING CLERK	18	19.79	20.62	21.36	22.32	23.33
PRINCIPAL CLERK TRANSCRIBER	18	19.79	20.62	21.36	22.32	23.33
PRINCIPAL CLERK TYPIST	18	19.79	20.62	21.36	22.32	23.33
MECHANIC	18	19.79	20.62	21.36	22.32	23.33
HEAVY EQUIPMENT OPERATOR	19	19.79	20.62	22.11	23.00	24.41
SENIOR PLUMBER	20	22.00	22.88	23.85	24.73	25.70
SENIOR CARPENTER	20	22.00	22.88	23.85	24.73	25.70
SENIOR MECHANIC	20	22.00	22.88	23.85	24.73	25.70
SENIOR ELECTRICIAN	20	22.00	22.88	23.85	24.73	25.70
SENIOR TRAFFIC MAINTENANCE	20	22.00	22.88	23.85	24.73	25.70
ADMINISTRATIVE SECRETARY	20	22.00	22.88	23.85	24.73	25.70

<b>AFSCME 2009 SALARY RATE</b>			4.00%			
<b>CLASSIFICATION</b>	<b>RANGE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
FOOD SERVICE I	2	8.54	8.83	9.14	9.48	9.73
FOOD SERVICE II	3	9.67	10.03	10.42	10.76	11.09
CLERK	5	***	***	14.41	14.88	15.33
ADULT DAY CARE WORKER	5	***	***	14.41	14.88	15.33
COURT ATTENDANT	7	14.41	14.88	15.33	15.85	16.42
WELFARE INVESTIGATOR	7	14.41	14.88	15.33	15.85	16.42
M.V. OP, ELDERLY & HANDICAPPED	8	14.79	14.88	***	***	***
CODE ENFORCE OFFICER TR	8	14.79	14.88	***	***	***
DATA CONTROL CLERK	10	15.85	16.42	16.93	17.48	18.14
BUILDING SERVICE WORKER	10	15.85	16.42	16.93	17.48	18.14
CLERK-TYPIST	12	16.93	17.48	18.14	18.64	19.33
ASSISTANT ANIMAL CONTROL OFFICER	12	16.93	17.48	18.14	18.64	19.33
CASHIER	12	16.93	17.48	18.14	18.64	19.33
ASSESSING CLERK	12	16.93	17.48	18.14	18.64	19.33
CODE ENFORCE OFFICER	12	16.93	17.48	18.14	18.64	19.33
TAX CLERK	12	16.93	17.48	18.14	18.64	19.33
SENIOR CLERK	12	16.93	17.48	18.14	18.64	19.33
POLICE RECORDS CLERK	12	16.93	17.48	18.14	18.64	19.33
LABORER	12	16.93	17.48	18.14	18.64	19.33
WATER METER READER	12	16.93	17.48	18.14	18.64	19.33
DATA ENTRY MACH OPER/TYP	12	16.93	17.48	18.14	18.64	19.33
WATER METER READER/REPAIRER	13	***	***	18.64	19.33	19.98
ANIMAL CONTROL OFFICER	13	***	***	18.64	19.33	19.98
ACCOUNT CLERK	14	18.05	18.54	19.33	19.98	20.68
CLERK STENOGRAPHER	14	18.05	18.54	19.33	19.98	20.68
VIOLATIONS CLERK	14	18.05	18.54	19.33	19.98	20.68
PURCHASING ASSISTANT	14	18.05	18.54	19.33	19.98	20.68
SENIOR. PERMIT CLERK/TYPING	14	18.05	18.54	19.33	19.98	20.68
SENIOR POLICE RECORDS CLERK	14	18.05	18.54	19.33	19.98	20.68
SENIOR CLERK TYPIST	14	18.05	18.54	19.33	19.98	20.68
SENIOR TAX CLERK	14	18.05	18.54	19.33	19.98	20.68

SENIOR BUILDING SERVICE WORKER	14	18.05	18.54	19.33	19.98	20.68
SENIOR WATER METER READER	14	18.05	18.54	19.33	19.98	20.68
SENIOR CODE ENFORCEMENT OFFICER	14	18.05	18.54	19.33	19.98	20.68
SENIOR CLERK TRANSCRIBER	14	18.05	18.54	19.33	19.98	20.68
TRUCK DRIVER	15	18.64	19.25	20.06	20.77	21.54
PARK MAINTENANCE WORKER	15	18.64	19.25	20.06	20.77	21.54
PAINTER/PARK MAINTENANCE	15	18.64	19.25	20.06	20.77	21.54
WATER REPAIRER	15	18.64	19.25	20.06	20.77	21.54
ELECTRICIAN	15	18.64	19.25	20.06	20.77	21.54
PLUMBER	15	18.64	19.25	20.06	20.77	21.54
CARPENTER	15	18.64	19.25	20.06	20.77	21.54
TRUCK DRIVER, HEAVY	16	***	***	20.68	21.44	22.21
SENIOR ASSESSING CLERK	16	***	***	20.68	21.44	22.21
H.V.A.C. MECHANIC	17	19.88	20.58	21.44	22.21	22.99
SENIOR ACCOUNT CLERK	17	19.88	20.58	21.44	22.21	22.99
SENIOR CLERK STENO	17	19.88	20.58	21.44	22.21	22.99
SENIOR PARK MAINT WORKER	17	19.88	20.58	21.44	22.21	22.99
SENIOR WATER REPAIRER	17	19.88	20.58	21.44	22.21	22.99
TRAFF. MAINT/TRUCK DRIVER	17	19.88	20.58	21.44	22.21	22.99
EQUIPMENT OPERATOR	17	19.88	20.58	21.44	22.21	22.99
T.A.C.O.	18	20.58	21.44	22.21	23.21	24.26
PRINCIPAL CASHIER	18	20.58	21.44	22.21	23.21	24.26
PRINCIPAL TAX CLERK	18	20.58	21.44	22.21	23.21	24.26
PRINCIPAL ACCOUNT CLERK	18	20.58	21.44	22.21	23.21	24.26
PRINCIPAL ASSESSING CLERK	18	20.58	21.44	22.21	23.21	24.26
PRINCIPAL CLERK TRANSCRIBER	18	20.58	21.44	22.21	23.21	24.26
PRINCIPAL CLERK TYPIST	18	20.58	21.44	22.21	23.21	24.26
MECHANIC	18	20.58	21.44	22.21	23.21	24.26
HEAVY EQUIPMENT OPERATOR	19	20.58	21.44	22.99	23.92	25.39
SENIOR PLUMBER	20	22.88	23.80	24.80	25.72	26.73
SENIOR CARPENTER	20	22.88	23.80	24.80	25.72	26.73
SENIOR MECHANIC	20	22.88	23.80	24.80	25.72	26.73
SENIOR ELECTRICIAN	20	22.88	23.80	24.80	25.72	26.73
SENIOR TRAFFIC MAINTENANCE	20	22.88	23.80	24.80	25.72	26.73
ADMINISTRATIVE SECRETARY	20	22.88	23.80	24.80	25.72	26.73



<b>AFSCME 2010 SALARY RATE</b>			3.75%			
<b>CLASSIFICATION</b>	<b>RANGE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
FOOD SERVICE I	2	8.86	9.16	9.48	9.84	10.09
FOOD SERVICE II	3	10.03	10.41	10.81	11.16	11.51
CLERK	5	***	***	14.95	15.44	15.90
ADULT DAY CARE WORKER	5	***	***	14.95	15.44	15.90
COURT ATTENDANT	7	14.95	15.44	15.90	16.44	17.04
WELFARE INVESTIGATOR	7	14.95	15.44	15.90	16.44	17.04
M.V. OP, ELDERLY & HANDICAPPED	8	15.34	15.44	***	***	***
CODE ENFORCE OFFICER TR	8	15.34	15.44	***	***	***
DATA CONTROL CLERK	10	16.44	17.04	17.56	18.14	18.82
BUILDING SERVICE WORKER	10	16.44	17.04	17.56	18.14	18.82
CLERK-TYPIST	12	17.56	18.14	18.82	19.34	20.05
ASSISTANT ANIMAL CONTROL OFFICER	12	17.56	18.14	18.82	19.34	20.05
CASHIER	12	17.56	18.14	18.82	19.34	20.05
ASSESSING CLERK	12	17.56	18.14	18.82	19.34	20.05
CODE ENFORCE OFFICER	12	17.56	18.14	18.82	19.34	20.05
TAX CLERK	12	17.56	18.14	18.82	19.34	20.05
SENIOR CLERK	12	17.56	18.14	18.82	19.34	20.05
POLICE RECORDS CLERK	12	17.56	18.14	18.82	19.34	20.05
LABORER	12	17.56	18.14	18.82	19.34	20.05
WATER METER READER	12	17.56	18.14	18.82	19.34	20.05
DATA ENTRY MACH OPER/TYP	12	17.56	18.14	18.82	19.34	20.05
WATER METER READER/REPAIRER	13	***	***	19.34	20.05	20.73
ANIMAL CONTROL OFFICER	13	***	***	19.34	20.05	20.73
ACCOUNT CLERK	14	18.73	19.24	20.05	20.73	21.46
CLERK STENOGRAPHER	14	18.73	19.24	20.05	20.73	21.46
VIOLATIONS CLERK	14	18.73	19.24	20.05	20.73	21.46
PURCHASING ASSISTANT	14	18.73	19.24	20.05	20.73	21.46
SENIOR. PERMIT CLERK/TYPING	14	18.73	19.24	20.05	20.73	21.46
SENIOR POLICE RECORDS CLERK	14	18.73	19.24	20.05	20.73	21.46
SENIOR CLERK TYPIST	14	18.73	19.24	20.05	20.73	21.46
SENIOR TAX CLERK	14	18.73	19.24	20.05	20.73	21.46

SENIOR BUILDING SERVICE WORKER	14	18.73	19.24	20.05	20.73	21.46
SENIOR WATER METER READER	14	18.73	19.24	20.05	20.73	21.46
SENIOR CODE ENFORCEMENT OFFICER	14	18.73	19.24	20.05	20.73	21.46
SENIOR CLERK TRANSCRIBER	14	18.73	19.24	20.05	20.73	21.46
TRUCK DRIVER	15	19.34	19.97	20.81	21.55	22.35
PARK MAINTENANCE WORKER	15	19.34	19.97	20.81	21.55	22.35
PAINTER/PARK MAINTENANCE	15	19.34	19.97	20.81	21.55	22.35
WATER REPAIRER	15	19.34	19.97	20.81	21.55	22.35
ELECTRICIAN	15	19.34	19.97	20.81	21.55	22.35
PLUMBER	15	19.34	19.97	20.81	21.55	22.35
CARPENTER	15	19.34	19.97	20.81	21.55	22.35
TRUCK DRIVER, HEAVY	16	***	***	21.46	22.24	23.04
SENIOR ASSESSING CLERK	16	***	***	21.46	22.24	23.04
H.V.A.C. MECHANIC	17	20.63	21.35	22.24	23.04	23.85
SENIOR ACCOUNT CLERK	17	20.63	21.35	22.24	23.04	23.85
SENIOR CLERK STENO	17	20.63	21.35	22.24	23.04	23.85
SENIOR PARK MAINT WORKER	17	20.63	21.35	22.24	23.04	23.85
SENIOR WATER REPAIRER	17	20.63	21.35	22.24	23.04	23.85
TRAFF MAINT/TRUCK DRIVER	17	20.63	21.35	22.24	23.04	23.85
EQUIPMENT OPERATOR	17	20.63	21.35	22.24	23.04	23.85
T.A.C.O.	18	21.35	22.24	23.04	24.08	25.17
PRINCIPAL CASHIER	18	21.35	22.24	23.04	24.08	25.17
PRINCIPAL TAX CLERK	18	21.35	22.24	23.04	24.08	25.17
PRINCIPAL ACCOUNT CLERK	18	21.35	22.24	23.04	24.08	25.17
PRINCIPAL ASSESSING CLERK	18	21.35	22.24	23.04	24.08	25.17
PRINCIPAL CLERK TRANSCRIBER	18	21.35	22.24	23.04	24.08	25.17
PRINCIPAL CLERK TYPIST	18	21.35	22.24	23.04	24.08	25.17
MECHANIC	18	21.35	22.24	23.04	24.08	25.17
HEAVY EQUIPMENT OPERATOR	19	21.35	22.24	23.85	24.82	26.34
SENIOR PLUMBER	20	23.74	24.69	25.73	26.68	27.73
SENIOR CARPENTER	20	23.74	24.69	25.73	26.68	27.73
SENIOR MECHANIC	20	23.74	24.69	25.73	26.68	27.73
SENIOR ELECTRICIAN	20	23.74	24.69	25.73	26.68	27.73
SENIOR TRAFFIC MAINTENANCE	20	23.74	24.69	25.73	26.68	27.73
ADMINISTRATIVE SECRETARY	20	23.74	24.69	25.73	26.68	27.73

<b>AFSCME 2011 SALARY RATE</b>			4.00%			
<b>CLASSIFICATION</b>	<b>RANGE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
FOOD SERVICE I	2	9.21	9.53	9.86	10.23	10.49
FOOD SERVICE II	3	10.43	10.83	11.24	11.61	11.97
CLERK	5	***	***	15.55	16.06	16.54
ADULT DAY CARE WORKER	5	***	***	15.55	16.06	16.54
COURT ATTENDANT	7	15.55	16.06	16.54	17.10	17.72
WELFARE INVESTIGATOR	7	15.55	16.06	16.54	17.10	17.72
M.V. OP, ELDERLY & HANDICAPPED	8	15.95	16.06	***	***	***
CODE ENFORCE OFFICER TR	8	15.95	16.06	***	***	***
DATA CONTROL CLERK	10	17.10	17.72	18.26	18.87	19.57
BUILDING SERVICE WORKER	10	17.10	17.72	18.26	18.87	19.57
CLERK-TYPIST	12	18.26	18.87	19.57	20.11	20.85
ASSISTANT ANIMAL CONTROL OFFICER	12	18.26	18.87	19.57	20.11	20.85
CASHIER	12	18.26	18.87	19.57	20.11	20.85
ASSESSING CLERK	12	18.26	18.87	19.57	20.11	20.85
CODE ENFORCE OFFICER	12	18.26	18.87	19.57	20.11	20.85
TAX CLERK	12	18.26	18.87	19.57	20.11	20.85
SENIOR CLERK	12	18.26	18.87	19.57	20.11	20.85
POLICE RECORDS CLERK	12	18.26	18.87	19.57	20.11	20.85
LABORER	12	18.26	18.87	19.57	20.11	20.85
WATER METER READER	12	18.26	18.87	19.57	20.11	20.85
DATA ENTRY MACH OPER/TYP	12	18.26	18.87	19.57	20.11	20.85
WATER METER READER/REPAIRER	13	***	***	20.11	20.85	21.56
ANIMAL CONTROL OFFICER	13	***	***	20.11	20.85	21.56
ACCOUNT CLERK	14	19.48	20.01	20.85	21.56	22.32
CLERK STENOGRAPHER	14	19.48	20.01	20.85	21.56	22.32
VIOLATIONS CLERK	14	19.48	20.01	20.85	21.56	22.32
PURCHASING ASSISTANT	14	19.48	20.01	20.85	21.56	22.32
SENIOR. PERMIT CLERK/TYPING	14	19.48	20.01	20.85	21.56	22.32
SENIOR POLICE RECORDS CLERK	14	19.48	20.01	20.85	21.56	22.32
SENIOR CLERK TYPIST	14	19.48	20.01	20.85	21.56	22.32
SENIOR TAX CLERK	14	19.48	20.01	20.85	21.56	22.32

SENIOR BUILDING SERVICE WORKER	14	19.48	20.01	20.85	21.56	22.32
SENIOR WATER METER READER	14	19.48	20.01	20.85	21.56	22.32
SENIOR CODE ENFORCEMENT OFFICER	14	19.48	20.01	20.85	21.56	22.32
SENIOR CLERK TRANSCRIBER	14	19.48	20.01	20.85	21.56	22.32
TRUCK DRIVER	15	20.11	20.77	21.64	22.41	23.24
PARK MAINTENANCE WORKER	15	20.11	20.77	21.64	22.41	23.24
PAINTER/PARK MAINTENANCE	15	20.11	20.77	21.64	22.41	23.24
WATER REPAIRER	15	20.11	20.77	21.64	22.41	23.24
ELECTRICIAN	15	20.11	20.77	21.64	22.41	23.24
PLUMBER	15	20.11	20.77	21.64	22.41	23.24
CARPENTER	15	20.11	20.77	21.64	22.41	23.24
TRUCK DRIVER, HEAVY	16	***	***	22.32	23.13	23.96
SENIOR ASSESSING CLERK	16	***	***	22.32	23.13	23.96
H.V.A.C. MECHANIC	17	21.46	22.20	23.13	23.96	24.80
SENIOR ACCOUNT CLERK	17	21.46	22.20	23.13	23.96	24.80
SENIOR CLERK STENO	17	21.46	22.20	23.13	23.96	24.80
SENIOR PARK MAINT WORKER	17	21.46	22.20	23.13	23.96	24.80
SENIOR WATER REPAIRER	17	21.46	22.20	23.13	23.96	24.80
TRAFF MAINT/TRUCK DRIVER	17	21.46	22.20	23.13	23.96	24.80
EQUIPMENT OPERATOR	17	21.46	22.20	23.13	23.96	24.80
T.A.C.O.	18	22.20	23.13	23.96	25.04	26.18
PRINCIPAL CASHIER	18	22.20	23.13	23.96	25.04	26.18
PRINCIPAL TAX CLERK	18	22.20	23.13	23.96	25.04	26.18
PRINCIPAL ACCOUNT CLERK	18	22.20	23.13	23.96	25.04	26.18
PRINCIPAL ASSESSING CLERK	18	22.20	23.13	23.96	25.04	26.18
PRINCIPAL CLERK TRANSCRIBER	18	22.20	23.13	23.96	25.04	26.18
PRINCIPAL CLERK TYPIST	18	22.20	23.13	23.96	25.04	26.18
MECHANIC	18	22.20	23.13	23.96	25.04	26.18
HEAVY EQUIPMENT OPERATOR	19	22.20	23.13	24.80	25.81	27.39
SENIOR PLUMBER	20	24.69	25.68	26.76	27.75	28.84
SENIOR CARPENTER	20	24.69	25.68	26.76	27.75	28.84
SENIOR MECHANIC	20	24.69	25.68	26.76	27.75	28.84
SENIOR ELECTRICIAN	20	24.69	25.68	26.76	27.75	28.84
SENIOR TRAFFIC MAINTENANCE	20	24.69	25.68	26.76	27.75	28.84
ADMINISTRATIVE SECRETARY	20	24.69	25.68	26.76	27.75	28.84

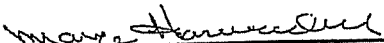
Pemberton Township and Pemberton Twp. Employees Union, Local 2783  
January 1, 2007 through December 31, 2011

**ARTICLE XXVI**  
**DURATION OF AGREEMENT**

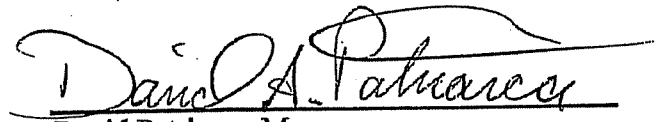
This Agreement shall be in full force and effect as of January 1, 2007 through December 31, 2011, or until a new agreement is executed. All wage increases scheduled to take effect on January 1, 2007 and January 1, 2008 shall be retroactive and paid in paychecks separate from regular pay, and shall be paid by the next payroll following ratification of contract by both parties not later than ninety (90) days. This Agreement shall be subject to renegotiation by both parties under the terms and conditions as specified by the State of New Jersey Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Pemberton Township, New Jersey, on this 2 day of OCT, 2008

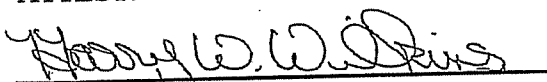
Pemberton Township Employees  
Association, Local 2783 and  
District Council 71, American Federation  
of State, County and Municipal Employees,  
AFL-CIO

  
Marge Howardell, Union Rep.

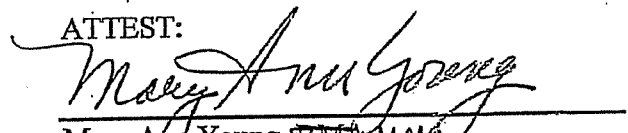
Township of Pemberton  
County of Burlington  
State of New Jersey

  
David Patriarca, Mayor

ATTEST:

  
Harry Wilkins, President  
AFSCME Local 2783

ATTEST:

  
Mary Ann Young, ~~EMA~~ MMC  
Township Clerk

**PEMBERTON TOWNSHIP**  
**SUMMARY OF BENEFITS**      **EFFECTIVE DATE: November 1, 2008**

	In-Network	Out-of-Network Benefits	Remarks Special Instructions, Limitations, etc.
<b>MAJOR MEDICAL DEDUCTIBLE</b>			
Per Person	\$0	\$250/yr	
Maximum per Family	\$0	\$500/yr	2 persons must satisfy
<b>OUT-OF-POCKET MAXIMUM</b>			
Per Person	\$400/yr	\$1250/yr	
Maximum per Family	\$1000/yr	\$2500/yr	2 persons must satisfy
<b>Hospital (Facilities) Inpatient</b>			
Major Medical Deductible	\$0	\$250/yr	
Copayment/Coinsurance	100%	80%	
<b>Hospital (Facilities) Outpatient</b>			
<b>Emergency Room (Emergency)</b>			
Major Medical Deductible	\$0	\$0	
Copayment/Coinsurance	\$25 copay 100%	\$25 copay 100%	
<b>Emergency Room Physician (Emergency)</b>			
Major Medical Deductible	\$0	\$0	
Copayment/Coinsurance	100%	100%	
<b>Emergency Room (Non Emergency)</b>			
Major Medical Deductible	\$0	Not Covered	
Copayment/Coinsurance	\$100 copay 100%		
<b>Emergency Room Physician (Non Emergency)</b>			
Major Medical Deductible	\$0	Not Covered	
Copayment/Coinsurance	100%		
<b>Ambulatory Surgery</b>			
Major Medical Deductible	\$0	\$250/yr	
Copayment/Coinsurance	\$100 copay 90%	80%	
<b>Other Facilities (Freestanding)</b>			
<b>Surgicenter</b>			
Major Medical Deductible	\$0	\$250/yr	
Copayment/Coinsurance	100%	80%	
<b>Skilled Nursing/Rehabilitation</b>			
Major Medical Deductible	\$0	\$250/yr	60 day calendar year = c/y
Copayment/Coinsurance	100%	80%	
<b>Other Facilities (freestanding) Cont.</b>			

**PEMBERTON TOWNSHIP**  
**SUMMARY OF BENEFITS**      **EFFECTIVE DATE: November 1, 2008**

	In-Network	Out-of-Network Benefits	Remarks Special Instructions, Limitations, etc.
<b>Birth Centers</b>			
Major Medical Deductible	\$0	\$250/yr	
Copayment/Coinsurance	100%	80%	
<b>Urgent Care Center</b>			
Major Medical Deductible	\$0	\$250/yr	
Copayment/Coinsurance	\$15 copay 100%	80%	
<b>Hospice</b>			
Major Medical Deductible	\$0	\$250/yr	6 Months Lifetime Maximum
Copayment/Coinsurance	100%	80%	
<b>Diagnostic X-ray/Testing</b>	Separate Per Provider Per day copay		
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	\$5 copay 100%	80%	
<b>Diagnostic Lab</b>	Separate Per Provider Per day		
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	\$5 copay 100%	80%	
<b>Hospital Services – Other</b>			
<b>Diagnostic X-ray/Testing (Inpatient)</b>			
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	100%	80%	
<b>Diagnostic Lab (Inpatient)</b>			
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	100%	80%	
<b>Diagnostic X-ray/Testing (Outpatient)</b>			
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	90%	80%	
<b>Diagnostic Lab (Outpatient)</b>			
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	90%	80%	
<b>Hospital Services – Other Cont.</b>			

**PEMBERTON TOWNSHIP**  
**SUMMARY OF BENEFITS**      **EFFECTIVE DATE: November 1, 2008**

	In-Network	Out-of-Network Benefits	Remarks Special Instructions, Limitations, etc.
<b>Pre Admission Testing</b>			
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	100%	80%	
<b>Physician Services</b>			
<b>Primary Care Physician (Inpatient)</b>			
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	100%	80%	
<b>Primary Care Physician (Outpatient)</b>			
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	\$5 copay 90%	80%	
<b>Primary Care Physician (Office)</b>			
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	\$5 copay 100%	80%	
<b>Consultation (Inpatient)</b>			
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	100%	80%	
<b>Specialists (Inpatient)</b>			
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	100%	80%	
<b>Specialists (Outpatient)</b>			
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	90%	80%	
<b>Specialists (Office)</b>			
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	\$10 copay 100%	80%	
<b>Second Surgical Opinion</b>			
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	100%	80%	
<b>Surgery (Inpatient)</b>			
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	100%	80%	
<b>Physician Services Cont.</b>			
<b>Surgery (Outpatient)</b>			
Major Medical Deductible	\$0	\$250	



**PEMBERTON TOWNSHIP**  
**SUMMARY OF BENEFITS**      **EFFECTIVE DATE: November 1, 2008**

	In-Network	Out-of-Network Benefits	Remarks Special Instructions, Limitations, etc.
Copayment/Coinsurance	90%	80%	
<b>Surgery (Freestanding)</b>			
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	100%	80%	
<b>Surgery (Office)</b>			
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	100%	80%	
<b>Assistant Surgeon (Inpatient)</b>			
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	100%	80%	
<b>Assistant Surgeon (Outpatient)</b>			
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	90%	80%	
<b>Anesthesia (Inpatient)</b>			
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	100%	80%	
<b>Anesthesia (Outpatient)</b>			
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	90%	80%	
<b>Skilled Nursing Visit (Physician)</b>			
Major Medical Deductible	\$0	\$250	60 visits c/y
Copayment/Coinsurance	100%	80%	
<b>Diagnostic X-ray/Testing (Office)</b>			
	Separate \$5 copay per Provider Per day		
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	\$5 copay 100%	80%	
<b>Diagnostic Lab (Office)</b>			
	Separate \$5 copay per Provider Per day		
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	\$5 copay 100%	80%	
<b>Mental/Nervous</b>			
<b>Inpatient</b>			
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	100%	80%	

**PEMBERTON TOWNSHIP**  
**SUMMARY OF BENEFITS**      **EFFECTIVE DATE: November 1, 2008**

	In-Network	Out-of-Network Benefits	Remarks Special Instructions, Limitations, etc.
Calendar Year Maximum	35 days c/y		
Lifetime Maximum	N/A	N/A	
<b>Outpatient</b>			
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	\$15 copay 100% for every visit	80%	
Calendar Year Maximum	20 visits c/y		
Lifetime Maximum	N/A	N/A	
<b>Substance Abuse</b>			
<b>Inpatient</b>			<b>Lifetime Maximum Combined In Patient &amp; Out Patient  In Network &amp; Out of Network</b>
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	100%	80%	
Calendar Year Maximum	35 days c/y		
Lifetime Maximum	\$50,000		
<b>Outpatient</b>			
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	\$15 copay 100% for every visit	80%	
Calendar Year Maximum	20 visits c/y		
Lifetime Maximum Combined	\$50,000		
<b>Well Care</b>			
<b>Well Child Care</b>			<b>Combined \$500 c/y</b>
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	\$5 copay 100%	80%	
<b>Immunizations (Children)</b>			<b>Combined \$500 c/y</b>
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	\$5 copay 100%	80%	
<b>Immunizations (Adults)</b>			<b>Combined \$500 c/y</b>
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	\$5 copay 100%	80%	
<b>Well Care Cont.</b>			
<b>Routine Physical</b>			<b>Combined \$500 c/y</b>
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	\$5 copay 100%	80%	

**PEMBERTON TOWNSHIP**  
**SUMMARY OF BENEFITS**      **EFFECTIVE DATE: November 1, 2008**

	In-Network	Out-of-Network Benefits	Remarks Special Instructions, Limitations, etc.
<b>Routine Gyn Exam</b>			
Major Medical Deductible	\$0	\$250	Combined \$500 c/y
Copayment/Coinsurance	\$5 copay 100%	80%	
<b>Routine Pap Smear</b>			
Major Medical Deductible	\$0	\$250	Combined \$500 c/y
Copayment/Coinsurance	\$5 copay 100%	80%	
<b>Routine Mammogram</b>			
Major Medical Deductible	\$0	\$250	Combined \$500 c/y
Copayment/Coinsurance	\$5 copay 100%	80%	
<b>Prostate Exam</b>			
Major Medical Deductible	\$0	\$250	Combined \$500 c/y
Copayment/Coinsurance	\$5 copay 100%	80%	
<b>Prostate Screening</b>			
Major Medical Deductible	\$0	\$250	Combined \$500 c/y
Copayment/Coinsurance	\$5 copay 100%	80%	
<b>Diagnostic X-ray/Testing (Outpatient)</b>			
Major Medical Deductible	\$0	\$250	Combined \$500 c/y
Copayment/Coinsurance	90%	80%	
<b>Diagnostic Lab (Outpatient)</b>			
Major Medical Deductible	\$0	\$250	Combined \$500 c/y
Copayment/Coinsurance	90%	80%	
<b>Diagnostic X-ray/Testing (Freestanding)</b>			
Major Medical Deductible	\$0	\$250	Combined \$500 c/y
Copayment/Coinsurance	100%	80%	
<b>Well Care Cont.</b>			
<b>Diagnostic lab (Freestanding)</b>			
Major Medical Deductible	\$0	\$250	Combined \$500 c/y
Copayment/Coinsurance	100%	80%	
<b>Diagnostic X-ray/Testing (Office)</b>			

**PEMBERTON TOWNSHIP**  
**SUMMARY OF BENEFITS**      **EFFECTIVE DATE: November 1, 2008**

	In-Network	Out-of-Network Benefits	Remarks Special Instructions, Limitations, etc.
Major Medical Deductible	\$0	\$250	Combined \$500 c/y
Copayment/Coinsurance	100%	80%	
<b>Diagnostic lab (Office)</b>			
Major Medical Deductible	\$0	\$250	Combined \$500 c/y
Copayment/Coinsurance	100%	80%	
<b>Other Services</b>			
<b>Ambulance</b>			
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	100%	80%	
<b>Chiropractic</b>			
Major Medical Deductible	\$0	\$250	26 visits c/y
Copayment/Coinsurance	\$15 copay 100%	80%	
<b>Durable Medical Equipment</b>			
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	100%	80%	
<b>Medical Supplies</b>			
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	100%	80%	
<b>Home Health Care</b>			
Major Medical Deductible	\$0	\$250	60 visits c/y
Copayment/Coinsurance	100%	80%	
<b>Private Nursing</b>			
Major Medical Deductible	\$0	\$250	30 visits c/y
Copayment/Coinsurance	100%	80%	
<b>Bereavement Counseling</b>			
Major Medical Deductible	Included in Hospice Benefit	Included in Hospice Benefit	
Copayment/Coinsurance			
<b>Respite Care</b>			
Major Medical Deductible	Included in Hospice Benefit	Included in Hospice Benefit	
Copayment/Coinsurance			
<b>Other Services Cont.</b>			
<b>TMJ</b>			
Major Medical Deductible	Not Covered	Not Covered	
Copayment/Coinsurance			
<b>Infertility</b>			
Major Medical Deductible	Not covered	Not covered	

**PEMBERTON TOWNSHIP**  
**SUMMARY OF BENEFITS**      **EFFECTIVE DATE: November 1, 2008**

	In-Network	Out-of-Network Benefits	Remarks Special Instructions, Limitations, etc.
Copayment/Coinsurance			
Cardiac Rehabilitation			
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	100%	80%	
Physical Therapy			
Major Medical Deductible	\$0	\$250	30 visits c/y
Copayment/Coinsurance	\$5 copay 100%	80%	
Occupational Therapy			
Major Medical Deductible	\$0	\$250	30 visits c/y
Copayment/Coinsurance	\$5 copay 100%	80%	
Speech Therapy (Restorative only)			
Major Medical Deductible	\$0	\$250	30 visits c/y
Copayment/Coinsurance	\$5 copay 100%	80%	
Speech Therapy (Non Restorative)			
Major Medical Deductible	Not Covered	Not Covered	
Copayment/Coinsurance			
Chemotherapy			
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	100%	80%	
Radiation Therapy			
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	100%	80%	
Dialysis			
Major Medical Deductible	\$0	\$250	
Copayment/Coinsurance	100%	80%	
<b>Routine Vision</b>			
Vision Exam			1 visit Annually
Major Medical Deductible	\$0		
Copayment/Coinsurance	\$5 copay 100%		
Vision Hardware			
Major Medical Deductible	\$0		\$100 maximum

**PEMBERTON TOWNSHIP**  
**SUMMARY OF BENEFITS**      **EFFECTIVE DATE: November 1, 2008**

	In-Network	Out-of-Network Benefits	Remarks Special Instructions, Limitations, etc.
Copayment/Coinsurance	100%		
<b>Dental</b>			
Dental Deductible	\$0		
Preventive Services	100% of R & C		<b>\$2000 Calendar Year Max</b>
Basic	80% of R&C		
Major	70% of R&C		
Denture replacement	50% of R&C		
Orthodontia Services	70% of R&C		<b>\$2500 Lifetime Maximum</b>
<b>Prescription</b>			
See page 11			

**PEMBERTON TOWNSHIP**  
**SUMMARY OF BENEFITS**      **EFFECTIVE DATE: November 1, 2008**

**LIMITING AGE DEPENDENT CHILD:**

Non-student – To age 23  
Full-time student – N/A

**COORDINATION OF BENEFITS:** Normal liability

**TIMELY FILING:** 6 months

**APPEAL FILING LIMITATION:** 6 months TO

**TOTAL LIFETIME PLAN MAXIMUM** \$5,000,000

**PRE-CERTIFICATION PENALTY** 100%

**WAITING PERIOD:** 1<sup>st</sup> of month after 90 days of employment for probationary ("working test period") employees; 1<sup>st</sup> of month after month of hire for employees who are not subject to a probationary period.

**PRE-EXISTING CONDITION DEFINITION/LIMITATION:** A Pre-existing Condition is any Sickness or Injury, regardless of its cause, for which medical advice, diagnosis, care or treatment was recommended or received within the 3 month period ending on the Covered Person's Enrollment Date. However, a Pre-existing Condition exclusion cannot apply to: (1) a pregnancy; or (2) a newborn, an adopted child under age 18, or a child placed for adoption under age 18, if the child becomes covered with 30 days of birth, adoption or placement for adoption. (Note that this exception does not apply if the child has a break in prior coverage of 63 or more consecutive days).

A Pre-existing Condition is covered only if: The expense is incurred after the Covered Person has been covered under the Plan for at least twelve (12) consecutive months.

**AUTOMOBILE INSURANCE:** Primary

**PRE-CERTIFICATION:**

**Pre-certification does not guarantee payment or benefit eligibility. Final determination for payment of benefits and/or benefit eligibility is the responsibility of the plan administrator.**

**STANDARD PRE-CERTIFICATION LIST**

Pre-certification is required for the conditions and procedures listed below. Please call (800) 272-5995.

If medical care is received and you or one of your dependents fails to request a pre-certification authorization for any of the conditions and procedures listed, *benefits will be reduced as described in the Summary of Benefits section*, unless (for all treatment procedures), it is demonstrated that a medical emergency existed and the treatment could not be delayed for the time necessary to obtain a pre-certification authorization. However, approval must be obtained as soon as reasonably possible. **No benefits will be payable for confinement, treatment, or service that is not for Medically Necessary Care.**

**ALL HOSPITAL ADMISSIONS**

**CARDIOVASCULAR CONDITIONS**

Carotid endarterectomy  
Coronary angiography

**ALL SAME DAY SURGERY**

**GASTROINTESTINAL CONDITIONS**

Cholecystectomy  
Colonoscopy  
Gastric surgery for obesity

**PEMBERTON TOWNSHIP**  
**SUMMARY OF BENEFITS**      **EFFECTIVE DATE: November 1, 2008**

Coronary artery bypass surgery  
Heart transplant  
Heart-lung transplant  
Angioplasty (PTCA)

**GYNECOLOGIC CONDITIONS**

Dilation/Curettage  
Endometrial Ablation  
Hysterectomy  
Hysteroscopy  
Laparoscopy  
Mammoplasty  
Myomectomy

**ORTHOPEDIC CONDITIONS**

Bunionectomy  
Carpal tunnel release  
Knee arthroscopy  
Laminectomy  
Spinal fusion

**URINARY CONDITIONS**

Cystoscopy

**OTHER CONDITIONS**

Durable Medical Equipment  
Home Care Services  
Home IV Therapy  
IV Antibiotics for Lymes Disease  
Mandibular Surgery

Hemorrhoidectomy  
Lipectomy  
Liver transplant  
Pancreas transplant  
Upper gastrointestinal endoscopy  
ERCP

**OPHTHALMOLOGIC CONDITIONS**

Blepharoplasty

**OTOLARYNGOLOGIC CONDITIONS**

Adenoidectomy  
Rhinoplasty  
Septoplasty  
Tonsillectomy  
Tympanotomy tube insertion

**IMAGING-LUMBOSACRAL SPINE**

CAT Scan  
MRI  
Myelogram

**MATERNITY MUST BE PRE-CERTIFIED WITHIN 30 DAYS OF DIAGNOSIS OF PREGNANCY, AND AGAIN WITHIN 12 HOURS OF DELIVERY.**

Failure to pre-certify will result in a 100% penalty (you will not be reimbursed for expenses). If you have any doubt as to whether pre-certification is needed, make the call.

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**PRESCRIPTION DRUG COVERAGE**

<u>Pharmacy:</u> 30 day supply	<u>Mail Order:</u> 90 day supply
Generic: \$5	\$5
Preferred: \$10	\$15
Non-Formulary: \$25	\$35

Certain drugs may require pre-certification.



**PEMBERTON TOWNSHIP**  
**SUMMARY OF BENEFITS**      **EFFECTIVE DATE: November 1, 2008**

\* Physician office and specialist office visit copays to double effective January 1, 2010. (e.g., \$5 to \$10); prescription copays increase January 1, 2010 by \$3 in each category

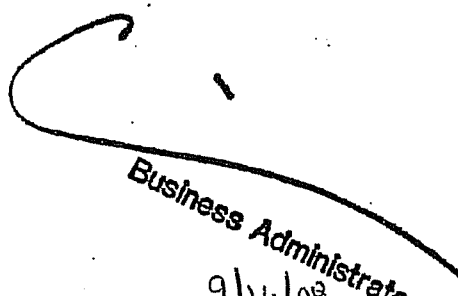
\*\* Payroll deduction to be phased out effective January 1, 2010 when higher copay becomes effective.

\*\*\* Part-time employees entitled to health benefits as follows:

26-30 hours (average) per week: Employee to contribute via payroll deduction 30% of premium  
More than 30 hours but less than 35 (average) hours per week: Employee to contribute 15% of premium

Less than 26 hours – ineligible

\*\*\*\* In addition, the Union agrees that should the PBA, SOA, and CWA locals agree to enter the State Health Benefits Program or a similar third party health benefits program (that is, similar in terms of co-payments, deductibles, coinsurance, out-of-pocket maximums, in-network and out-of-network benefits, plan terms and conditions, etc.), Local 2783 will be bound to the same program as the other locals, except to the extent of any premium cost sharing that may be negotiated by the other locals, in which case, the Union and the Township will reopen this agreement for the purposing of negotiating any proposed premium cost sharing.

  
Business Administrator  
9/24/08