

AGREEMENT

Between

TOWNSHIP OF PEMBERTON

And

**GOVERNMENT WORKERS UNION
TOWNSHIP OF PEMBERTON EMPLOYEES**

JANUARY 1, 2021 THROUGH DECEMBER 31, 2024

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Preamble

- A. This Agreement entered into this day of October, 2022, by and between the Township of Pemberton (hereinafter the “Township” or “Employer”), a municipal corporation located in the County of Burlington, State of New Jersey, and the Government Workers Union (hereinafter the “Union”).

- B. This Agreement has as its purpose the following objectives:
 - 1. To achieve and thereafter maintain a harmonious relationship characterized by mutual respect and cooperation.
 - 2. The establishment of an equitable, peaceful and fair procedure for the resolution of grievances.
 - 3. The establishment of rates of pay, hours of work and other terms and conditions of employment.
 - 4. The Employer and the Union enter into this Agreement with the expectation that its implementation will enhance the ability of both to serve the interests of its constituents.
 - 5. The parties recognize and endorse the responsibility of the Employer to provide the highest quality services to its residents. The parties further subscribe to the traditional principles of professional ethics.
 - 6. The Employer and the Union have entered into collective negotiations and mutually agree as follow.

ARTICLE I
RECOGNITION

- A. The Township hereby recognizes the Government Workers Union as the exclusive negotiating agent for full-time and part-time (those working 25 hours or less per week) permanent employees in the titles set forth in Appendix 1. To be covered by this Agreement, a part-time employee must work an average of 12 hours or more per week.
- B. Any additional job classifications hereinafter adopted by the Township shall be discussed with the Union. Confidential employees, non-permanent employees, and all other Township employees in titles not listed in Subpart A, above in non-blue collar, non-clerical or non-administrative titles are expressly excluded from the bargaining unit.
- C. The parties recognize that the Civil Service Commission has revised the names of titles and agree that the titles listed herein are being updated to conform to Civil Service title names. Such revisions shall not result in any reduction in pay for an employee, or loss of any increase in pay.

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 (15th) 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 only during the months of January and July of each calendar year by the filing of notice of withdrawal with the Township. The filing of notice of withdrawal shall become effective to halt deductions as of the 1st day next succeeding month after 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.

ARTICLE IV

Agency fees are not permitted in accordance with applicable law.

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.
- F. Prior to entry into any shared services agreement or consolidation that would result in a reduction or increase in force, the Township shall provide a minimum of 45 days' prior notice, meet with the union upon request, and provide requested information.

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.
Summer seasonal hours from 6:00 AM – 2:30 PM for DPW staff: Subject to management's discretion to determine when the summer seasonal hours begin and end, which at a minimum includes Memorial Day to Labor Day for employees assigned to Streets & Roads, Buildings & Grounds and Park Maintenance, but excluding clerical and Building Service worker. Management to provide two weeks advance notice if seeking to expand the seasonal hours.
2. Water Division hours are from 7:00 a.m. – 3:30 p.m.
3. Sewer Division hours are from 7:00 a.m. – 3:30 p.m.
4. Senior Citizen Program Aide hours are from 7:00 a.m. – 3:30 p.m. and 7:30 a.m. – 4:00 p.m.
5. Code Enforcement Division: See attached Side-Bar.

**** 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. Overtime in a given workday shall be solicited at the start of that workday, if known, and assigned according to the rotating seniority system. Overtime for future planned events shall be scheduled the week the overtime is scheduled to occur. Essential personnel are required to work mandatory overtime during States of Emergency and designated Township Events. The Township will continue to solicit volunteers.

(1) 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. "Reasonable efforts" shall include placing a phone call to the cellular telephone number on record with the Department and, if available, contacting the employee using the CB radio inside the employee's assigned vehicle and waiting five minutes for the employee to respond after leaving a message about the overtime opportunity on the employee's cell phone. 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.

(2) See attached Pemberton Township DPW Overtime Sign-Up Side Bar 2022.

- 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 five (5) or more trucks are being utilized.
- E. Any employee who works 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. The 45-minute meal break consists of fifteen (15) minutes paid time and thirty (30) minutes unpaid time. Part-time employees shall be entitled to proportional amount of paid breaks or meal periods based upon hours worked in each day. The time for such breaks and meal periods, if any, shall be arranged with and approved by the employee's immediate supervisor or Department Head.
- 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 120 hours of compensatory time (i.e., 80 clock hours worked) annually. Once an employee has accumulated the maximum, he or she shall receive cash overtime for any additional overtime worked. 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 compensatory time earned between January 1st and June 30th must be used by December 31st in the same year. Any compensatory time earned between July 1st and December 31st must be utilized by June 30th of the following year. If an employee is turned down for utilizing time, he or she will be paid for the time.
- J. The parties agree to the following terms and conditions for Municipal Court employees:
 - 1. Employees working on Court days shall work from 11:00 a.m. to 7:30 p.m. Any work beyond 7:30 p.m. shall be considered overtime.
 - 2. Employees working the night session will receive a 12% shift differential for all hours worked after 4:30 p.m.
- 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 ten (10) 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.

ARTICLE VII
VACATIONS

A. The number of years of service to the Township for purposes of vacations will be determined as of January 1st 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 rd) year of service	96 vacation hours (12 vacation days)
Beginning of fourth (4 th) year through tenth (10 th) year of service	120 Vacation hours (15 vacation days)
Beginning of eleventh (11 th) year through fifteenth year of service	160 vacation hours (20 vacation days)
Over fifteen (15) years' service	200 vacation hours (25 vacation days)

Vacation leave shall be credited on January 1st.

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. Vacation leave shall not be unreasonable denied. The establishment of minimum staffing requirements by the Township, at the Township's sole discretion for operational reasons, and the denial of vacation leave requests that would, if approved, reduce the number of employees scheduled for work pursuant to the established minimum number shall not be deemed to be "unreasonable denial" of vacation leave.

E. 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.

F. Vacation schedules shall be posted on the bulletin board within each department by the Township on November 1st of each year and they shall remain posted until November 30th 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, which shall be approved in order of the date requested. Notwithstanding and subject to the availability of adequate staffing, employees may request vacation leaves of less than one week upon 48 hours advance notice.

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

H. Payment upon separation from employment for unused leave shall be made no later than the 2nd pay day after the date of separation.

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. The establishment of minimum staffing requirements by the Township, at the Township's sole discretion for operational reasons, and the denial of personal leave requests that would, if approved, reduce the number of employees scheduled for work below the established minimum number shall not be deemed an unreasonable denial of personal leave. Personal leave time shall not accrue from year to year. Any personal leave time not used by an employee by December 31st shall be forfeited and shall not be compensated for by the Township. Permanent part-time employees shall receive a proportionate allotment rounded up to the nearest half day. Personal leave shall be credited on January 1st. Personal Leave may be used in two, four or eight hour increments.

In the event an employee seeks to use Personal Leave due to an emergency that does not enable the employee to provide at least 24 hours advance notice of his or her request, the Department Head may require proof of the emergency. If an employee calls out of work due to an emergency, the nature of the emergency must be stated at the time of the call. If the call is not answered because it is outside of staffed hours, the employee calling out of work due to an emergency must state the nature of the emergency in the voicemail left at the designated phone number.

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. In the event a funeral or memorial service is unable to be held due to a public health epidemic, an employee may carry one day of paid bereavement leave for a period of up to six months for said purpose. Immediate family, as defined for this Article, shall include husband, wife, civil partner, 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.

Family & Medical Leave

The Township shall comply with federal and state laws and implementing regulations concerning family and medical leave.

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 66.67% of an employee's base earnings, up to the legal maximum for Short-term disability (accident induced) and the 15th day of illness up to a maximum of twenty-six (26) weeks from the initial day of illness or disability.
- C. The Township shall provide major medical, prescription drug, and dental coverage for employees covered by this Agreement in accordance with the attached schedule identified as the PBA Plan.
- D. The Township retains the right to change carriers and/or to self-insure so long as equal to or better benefits are provided.
- E. The Township will pay up to one hundred fifty (\$150.00) dollars per year per family member for an eye examination or prescription glasses. "Family" includes the employee, employee's spouse and dependent children only.
- F. Benefits upon retirement. The Township will assume the cost of health benefits coverage and pay all premiums for employees, less the employee contributions calculated and

required by the New Jersey law commonly referred to as ‘chapter 78’, and the current collective negotiations agreement, for employees who have retired with twenty-five (25) years or more of service credit in the State of New Jersey Public Employees Retirement System (PERS) and a period of continuous service of twenty-five (25) years with Pemberton Township at the time of retirement at the ‘Single’ level of coverage. Said coverage shall be primary solely until the 1st day of the month following the employee’s sixty-fifth birthday. Thereafter, coverage shall be secondary to Medicare Parts ‘A’ and ‘B’ notwithstanding whether the employee has applied and/or obtained said Medicare coverage. Subject to the foregoing, retirees will receive the same health benefits and under the same terms and conditions as current active employees. In the event the Township obtains health insurance through a third party insurance provider rather than provide insurance on a self-insured basis, 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 two party/spousal 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 one hundred fifty (\$150.00) dollars 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 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 (\$100.00) 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.

ARTICLE XI
LONGEVITY AND SALARY

A. Longevity

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 2021, effective and retroactive to January 1, 2021, the wage rate schedule reflecting hourly rates for all steps in each salary range as attached will increase by 2.50%
2. For 2022, effective and retroactive to January 1, 2022, the wage rate schedule reflecting hourly rates for all steps in each salary range as attached will be increased by 2.25 %
3. For 2023, effective January 1, 2023, the wage rate schedule reflecting hourly rates for all steps in each salary range as attached will be increased by 2.25%
4. For 2024, effective January 1, 2024, the wage rate schedule reflecting hourly rates for all steps in each salary range as attached will be increased by 2.50%

Notwithstanding the above, employees in the title of Crossing Guard shall be placed on a revised Range 3 while employees in the title of Recreation Aide shall be placed on revised Range 4 per the wage rate schedule for 2021 – 2024.

In order to be eligible for retroactive pay, an employee must be currently employed, have retired between January 1, 2021 and the date the new contract is signed, or have resigned in good standing with at least 30 months of service to the Township. Employees who were terminated, failed to provide two weeks' notice or who resigned in lieu of termination are not eligible for back pay.

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. All employees shall enroll in Direct Deposit within 30 days of the date this Agreement is ratified by the parties.

D. Sewer Division employees shall receive a shift differential of eight percent (8%) of their hourly rate of pay for hours scheduled on weekends (Saturday or Sunday). Employees

assigned to work weekend hours may either be assigned a Wednesday to Sunday or Saturday to Wednesday schedule.

- E. The Sewer Division requires that employees be available to respond to emergencies during non-working hours. As essential personnel, Sewer Division employees (other than those assigned to the Laboratory) are required to participate in the on-call rotation schedule described below.
 - 1. There shall be one Primary On-call Employee and one Back-up On-call Employee, per week, scheduled on a rotating basis.
 - 2. When the on-call rotation gets to an employee, s/he will serve her/his on-call appointments for two consecutive weeks, as follows:
 - a. For the first week, the employee will be assigned as the Backup On-call Employee;
 - b. For the next consecutive week, the employee will be assigned as the Primary On-call Employee.
 - 3. Both the Primary and Backup On-Call assignment are obligated for a seven-day period that runs from Wednesday at 3:30 PM to the following Wednesday at 7:00 AM
 - 4. Both the Primary and Backup On-call Employees will be issued a cell phone to carry during their seven-day on-call periods.
 - 5. On-call Stipends will be paid as follows:
 - a. The Primary On-call Employee will receive an On-call Stipend of \$150 for the week.
 - b. The Backup On-call Employee will receive an On-call Stipend of \$75 for the week.
 - 6. In the event that an employee scheduled to work a weekend shift calls out of work on a Saturday or Sunday due to illness or emergency, the On-call employee will be notified by the Sewer Division Supervisor and will be required to report to work to cover the shift.
 - 7. In the event that both employees scheduled to work the weekend shift call out of work on a Saturday or Sunday due to illness or emergency, both the On-call Employee and backup On-call Employee will be notified by the Sewer Division Supervisor and will be required to report to work to cover the 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.
- C. Annual Stipends:

Licenses:	C1/C2: \$150/\$250	C3/C4: \$350/\$450
	S1/S2: \$150/\$250	S3/S4: \$350/\$450
	T1/T2: \$150/\$250	W1/W2: \$150/\$250

A maximum of four (4) employees per division shall be eligible for stipends.

There shall be a \$150 stipend for pesticide applicator license for two (2) employees in Buildings & Grounds and one (1) employee in Streets & Roads.

Employees shall verify that their license is in good standing by October 24th of each year to enable the Township to issue stipends after the November Township Council meeting.

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 with the prior approval of the mayor and/or the Business Administrator. 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.
- E. For employees assigned to fixed locations such as an office, building or the sewer treatment plant, the Township will provide employees with restrooms with hot and cold running water. Facilities for breaks shall be provided with a refrigerator and microwave. Such facilities shall be kept clean and in good repair. The Sewer Division shall provide shower facilities with hot and cold running water.
- F. Any employee involved in an accident or injury shall immediately report said incident to the Department Head or designee. Said report shall include a summary of the incident and a description of any injury. Before leaving work on the day of an accident or injury, the employee must complete an accident report in writing. The report shall conform to the forms provided by the Township.

ARTICLE XIV
NON-DISCRIMINATION

The Township agrees 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, or other status protected by law. Any incident of suspected discrimination or harassment, known to an employee, must be reported, in writing, to the Human Resources Officer no later than the next business day of the occurrence.

ARTICLE XV
DISCIPLINE AND EVALUATION PROCEDURES

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. Employees shall be entitled to exercise their Weingarten rights in accordance with the law.

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.

(1) The Union acknowledges the Employer's right to immediately suspend an employee only when it is an immediate necessity for the safety of employees, the public or for the protection of the welfare of the Township.

(2) An employee will not be suspended pending his/her departmental disciplinary hearing except in instances where the Township determines in its sole discretion that the alleged disciplinary incident indicates that the employee is unfit for duty or is a hazard to any person if permitted to remain on the job, or that an immediate suspension is necessary to maintain safety, health, order or effective direction of public services. Only in such instances, the employee may be suspended immediately.

(3) In cases of immediate suspension, the employee or Union may request that a Loudermill hearing be conducted within five (5) days of the suspension. The sole purpose of this hearing shall be determining the appropriateness of continued suspension under the criteria contained in the subsection above.

B. Removal of disciplinary records.

(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.

C. If a department receives approval to conduct periodic performance evaluations, employees shall be evaluated by their supervisor at least once per year. Said evaluation shall include a written evaluation report and a conference between the employee and evaluator for the purpose of communication and evaluating strengths and weaknesses. The employee shall be given a copy of the written report no later than 24 hours prior to the conference.

ARTICLE XVI
GRIEVANCE 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 Civil Service Commission 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 authorized 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 ten (10) working days of the event giving rise to the grievance, the aggrieved employee, the President of the Union or his or her authorized Union 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.

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 resolved by the grievance procedure may be referred to arbitration as hereinafter provided not later than thirty (30) days from the decision at Step 3 of the grievance procedure.

B. The Union may institute arbitration proceedings when the grievance procedure has been exhausted by requesting the NJ State Board of Mediation 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 Civil Service Commission 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. Sick leave shall be credited on January 1st.
- C. 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.

Abuse of sick leave shall include pattern absence defined as multiple occasions of calling out sick in conjunction with approved vacation, personal leave, holidays or

regularly scheduled days off, or calling out sick the same day(s) each week or month.

- D. Upon 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.
- E. 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

Part-time employees, as defined in Article I, Par. A., shall be entitled to receive and observe (celebrate) a pro-rata share of holidays.

- A. For employees who work the standard business workweek, 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 works 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 workdays immediately preceding and immediately following the holiday or holiday weekends unless excused by the Mayor or Business Administrator. Employees who are on a 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 Sewer Division employees 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. The Sewer Division will offer two employees the opportunity to work a holiday that falls on their regularly scheduled workday. Volunteers shall be selected based upon a rotating seniority list. In the event a holiday shift or shifts remain unfilled after soliciting volunteers, employees shall be assigned to work the holiday based upon a rotating mandatory overtime list in inverse seniority. An employee working a holiday is entitled to overtime compensation for all work hours performed on that holiday in addition to the employee's regular rate of compensation.

3. If an employee volunteers to work a holiday that is not his or her regularly scheduled workday, the employee shall be entitled to receive both his or her regular rate of pay and the overtime rate of pay, but shall not be entitled to another day off.

ARTICLE XX **UNION RIGHTS**

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.

Members of the negotiating unit who, by mutual agreement between the Union and the Township, participate during working hours in conferences and meetings with the Township which involve or derive from the parties' collective negotiations agreement shall suffer no loss of pay. Upon obtaining approval from their department head, they shall give the Township Business Administrator and/or his designee reasonable advance notice of their desire to attend such meetings. It is understood, however, that except for the foregoing, nothing shall be done which shall interfere with the work of any employee and/or department. The Union agrees to take all steps necessary to ensure that this time is within reasonable limits.

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.

- D. Upon adequate notice, staff representatives and officers of the Government Workers Union shall be permitted to visit job sites and work locations for the purpose of Union business, so long as such visitations do not unreasonably interfere with the general business operation of the Township. Approval shall not be denied without adequate cause. In the event of an emergency, notice shall be given as quickly as possible.

- E. 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 sixty-four (64) hours in the aggregate per year. Said 64 hour limitation shall be cumulative in nature so that the total combined union leave time of bargaining unit members does not exceed 64 hours. The Union will be permitted to carry not more than thirty-two (32) hours of unused Union leave time from year to year.

ARTICLE XXI
SENIORITY

The Township agrees that it will abide by the New Jersey Civil Service Commission 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. Notwithstanding, the Township will permit an employee with five (5) years of creditable service to the Township to relocate up to 10 miles of the Township. Note: the change to the residency requirement will not become effective until the Township Council adopts an ordinance approving such change.

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. 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 the GWU President of appointments to newly created positions and vacancies. E-mail or fax shall be acceptable. The Township will set clear criteria for the review and selection of candidates at the time of posting.

- B. Promotions will be considered upon written request from an employee, an employee's supervisor, GWU 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 Civil Service Commission 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.

ARTICLE XXVI
DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, 2021 through December 31, 2024, or until a new agreement is executed. All wage increases scheduled to take effect on January 1, 2021 and January 1, 2022, through the date this Agreement is fully executed, shall be retroactive and paid in paychecks separate from regular pay, and shall be paid by the 2nd payroll following ratification and execution 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 _____ day of _____, 2022.

Government Workers Union

Township of Pemberton

David Tucker, President

David A. Patriarca, Mayor

Attest:

Attest:

GWU Local 2120
Pemberton TWP Employees

Amy P. Cosnoski, RMC
Township Clerk

Appendix 1: 2021 – 2024 GWU Salary Ranges

Year 1/ 2021 (@ 2.5%)

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Crossing Guard	3	12.56	13.05	13.54	13.97	14.41
Recreation Aide	4	13.05	13.54	13.97	14.41	14.70
Clerk 1	5	****	****	18.80	19.40	20.00
Senior Citizen Program Aide	5	****	****	18.80	19.40	20.00
Security Guard	7	18.80	19.40	20.00	20.68	21.43
Omnibus Operator	8	19.28	19.48	20.48	21.76	22.51
Adult Day Care Worker	10	20.68	21.43	22.09	22.84	23.66
Building Service Worker	10	20.68	21.43	22.09	22.84	23.66
Code Enforcement Trainee	10	20.68	21.43	22.09	22.84	23.66
Records Support Tech 1	10	20.68	21.43	22.09	22.84	23.66
Cashier	12	22.09	22.84	23.66	24.33	25.22
Clerk 2	12	22.09	22.84	23.66	24.33	25.22
Code Enforcement Officer	12	22.09	22.84	23.66	24.33	25.22
Electrician Helper	12	22.09	22.84	23.66	24.33	25.22
Keyboarding Clerk 1	12	22.09	22.84	23.66	24.33	25.22
Police Aide	12	22.09	22.84	23.66	24.33	25.22
Laborer 1	12	22.09	22.84	23.66	24.33	25.22
Records Support Tech 2	12	22.09	22.84	23.66	24.33	25.22
Recreation Leader	12	22.09	22.84	23.66	24.33	25.22
Water Meter Reader 1	12	22.09	22.84	23.66	24.33	25.22
Lab Tech. Water Analysis	13	*****	*****	24.33	25.22	26.09
Account Clerk	14	23.56	24.19	25.22	26.09	27.00
Keyboarding Clerk 2	14	23.56	24.19	25.22	26.09	27.00
Records Support Tech 3	14	23.56	24.19	25.22	26.09	27.00
Sr. Building Service Worker	14	23.56	24.19	25.22	26.09	27.00
Sr. Code Enforcement Officer	14	23.56	24.19	25.22	26.09	27.00
Water Meter Reader 2	14	23.56	24.19	25.22	26.09	27.00
Carpenter	15	24.33	25.11	26.17	27.10	28.12
Electrician	15	24.33	25.11	26.17	27.10	28.12

Maintenance Worker 1						
Grounds	15	24.33	25.11	26.17	27.10	28.12
Mechanic Helper/ Truck Driver	15	24.33	25.11	26.17	27.10	28.12
Plumber	15	24.33	25.11	26.17	27.10	28.12
Sewer Repairer 1	15	24.33	25.11	26.17	27.10	28.12
Truck Driver	15	24.33	25.11	26.17	27.10	28.12
Water Repairer 1	15	24.33	25.11	26.17	27.10	28.12
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Tree Maintenance Worker 3	16	*****	*****	27.00	27.98	28.97
Truck Driver Heavy	16	*****	*****	27.00	27.98	28.97
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Equipment Operator	17	25.96	26.84	27.98	28.97	29.98
Heating & A.C. Mechanic	17	25.96	26.84	27.98	28.97	29.98
Maintenance Worker 2						
Grounds	17	25.96	26.84	27.98	28.97	29.98
Senior Account Clerk	17	25.96	26.84	27.98	28.97	29.98
Sewer Repairer 2	17	25.96	26.84	27.98	28.97	29.98
Water Repairer 2	17	25.96	26.84	27.98	28.97	29.98
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Clerk 3	18	26.84	27.98	28.97	30.28	31.67
Keyboarding Clerk 3	18	26.84	27.98	28.97	30.28	31.67
Mechanic	18	26.84	27.98	28.97	30.28	31.67
Principal Account Clerk	18	26.84	27.98	28.97	30.28	31.67
Principal Cashier	18	26.84	27.98	28.97	30.28	31.67
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Heavy Equipment Operator	19	26.84	27.98	29.98	31.23	33.12
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Asst. Maintenance Supervisor	20	29.87	31.06	32.37	33.57	34.89
Senior Carpenter	20	29.87	31.06	32.37	33.57	34.89
Senior Electrician	20	29.87	31.06	32.37	33.57	34.89
Senior Mechanic	20	29.87	31.06	32.37	33.57	34.89
Senior Plumber	20	29.87	31.06	32.37	33.57	34.89

Year 2/ 2022 (@ 2.25%)

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Crossing Guard	3	13.00	13.39	13.82	14.25	14.70
Recreation Aide	4	13.39	13.82	14.25	14.70	15.14
Clerk 1	5	****	****	19.22	19.84	20.45
Senior Citizen Program Aide	5	****	****	19.22	19.84	20.45
Security Guard	7	19.22	19.84	20.45	21.15	21.91
Omnibus Operator	8	19.71	20.33	20.94	21.64	22.40
Adult Day Care Worker	10	21.15	21.91	22.59	23.35	24.19
Building Service Worker	10	21.15	21.91	22.59	23.35	24.19
Code Enforcement Trainee	10	21.15	21.91	22.59	23.35	24.19
Records Support Tech 1	10	21.15	21.91	22.59	23.35	24.19
Cashier	12	22.59	23.35	24.19	24.88	25.79
Clerk 2	12	22.59	23.35	24.19	24.88	25.79
Code Enforcement Officer	12	22.59	23.35	24.19	24.88	25.79
Electrician Helper	12	22.59	23.35	24.19	24.88	25.79
Keyboarding Clerk 1	12	22.59	23.35	24.19	24.88	25.79
Police Aide	12	22.59	23.35	24.19	24.88	25.79
Laborer 1	12	22.59	23.35	24.19	24.88	25.79
Records Support Tech 2	12	22.59	23.35	24.19	24.88	25.79
Recreation Leader	12	22.59	23.35	24.19	24.88	25.79
Water Meter Reader 1	12	22.59	23.35	24.19	24.88	25.79
Lab Tech. Water Analysis	13	*****	*****	24.88	25.79	26.68
Account Clerk	14	24.09	24.73	25.79	26.68	27.61
Keyboarding Clerk 2	14	24.09	24.73	25.79	26.68	27.61
Records Support Tech 3	14	24.09	24.73	25.79	26.68	27.61
Sr. Building Service Worker	14	24.09	24.73	25.79	26.68	27.61
Sr. Code Enforcement Officer	14	24.09	24.73	25.79	26.68	27.61
Water Meter Reader 2	14	24.09	24.73	25.79	26.68	27.61
Carpenter	15	24.88	25.67	26.76	27.71	28.75
Electrician	15	24.88	25.67	26.76	27.71	28.75

Maintenance Worker 1 Grounds	15	24.88	25.67	26.76	27.71	28.75
Mechanic Helper/ Truck Driver	15	24.88	25.67	26.76	27.71	28.75
Plumber	15	24.88	25.67	26.76	27.71	28.75
Sewer Repairer 1	15	24.88	25.67	26.76	27.71	28.75
Truck Driver	15	24.88	25.67	26.76	27.71	28.75
Water Repairer 1	15	24.88	25.67	26.76	27.71	28.75
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Tree Maintenance Worker 3	16	*****	*****	27.61	28.61	29.62
Truck Driver Heavy	16	*****	*****	27.61	28.61	29.62
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Equipment Operator	17	26.54	27.44	28.61	29.62	30.65
Heating & A.C. Mechanic	17	26.54	27.44	28.61	29.62	30.65
Maintenance Worker 2 Grounds	17	26.54	27.44	28.61	29.62	30.65
Senior Account Clerk	17	26.54	27.44	28.61	29.62	30.65
Sewer Repairer 2	17	26.54	27.44	28.61	29.62	30.65
Water Repairer 2	17	26.54	27.44	28.61	29.62	30.65
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Clerk 3	18	27.44	28.61	29.62	30.96	32.38
Keyboarding Clerk 3	18	27.44	28.61	29.62	30.96	32.38
Mechanic	18	27.44	28.61	29.62	30.96	32.38
Principal Account Clerk	18	27.44	28.61	29.62	30.96	32.38
Principal Cashier	18	27.44	28.61	29.62	30.96	32.38
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Heavy Equipment Operator	19	27.44	28.61	30.65	31.93	33.87
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Asst. Maintenance Supervisor	20	30.54	31.76	33.10	34.33	35.68
Senior Carpenter	20	30.54	31.76	33.10	34.33	35.68
Senior Electrician	20	30.54	31.76	33.10	34.33	35.68
Senior Mechanic	20	30.54	31.76	33.10	34.33	35.68
Senior Plumber	20	30.54	31.76	33.10	34.33	35.68
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Year 3/ 2023 (@ 2.25%)

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Crossing Guard	3	14.00	14.42	14.85	15.30	15.75
Recreation Aide	4	14.42	14.85	15.30	15.75	16.22
Clerk 1	5	****	****	19.65	20.29	20.91
Senior Citizen Program Aide	5	****	****	19.65	20.29	20.91
Security Guard	7	19.65	20.29	20.91	21.63	22.40
Omnibus Operator	8	20.15	20.79	21.41	22.13	22.90
Adult Day Care Worker	10	21.63	22.40	23.10	23.88	24.73
Building Service Worker	10	21.63	22.40	23.10	23.88	24.73
Code Enforcement Trainee	10	21.63	22.40	23.10	23.88	24.73
Records Support Tech 1	10	21.63	22.40	23.10	23.88	24.73
Cashier	12	23.10	23.88	24.73	25.44	26.37
Clerk 2	12	23.10	23.88	24.73	25.44	26.37
Code Enforcement Officer	12	23.10	23.88	24.73	25.44	26.37
Electrician Helper	12	23.10	23.88	24.73	25.44	26.37
Keyboarding Clerk 1	12	23.10	23.88	24.73	25.44	26.37
Police Aide	12	23.10	23.88	24.73	25.44	26.37
Laborer 1	12	23.10	23.88	24.73	25.44	26.37
Records Support Tech 2	12	23.10	23.88	24.73	25.44	26.37
Recreation Leader	12	23.10	23.88	24.73	25.44	26.37
Water Meter Reader	12	23.10	23.88	24.73	25.44	26.37
Lab Tech. Water Analysis	13	*****	*****	25.44	26.37	27.28
Account Clerk	14	24.63	25.29	26.37	27.28	28.23
Keyboarding Clerk 2	14	24.63	25.29	26.37	27.28	28.23
Records Support Tech 3	14	24.63	25.29	26.37	27.28	28.23
Sr. Building Service Worker	14	24.63	25.29	26.37	27.28	28.23
Sr. Code Enforcement Officer	14	24.63	25.29	26.37	27.28	28.23
Water Meter Reader 2	14	24.63	25.29	26.37	27.28	28.23
Carpenter	15	25.44	26.25	27.36	28.33	29.40
Electrician	15	25.44	26.25	27.36	28.33	29.40

Maintenance Worker 1 Grounds	15	25.44	26.25	27.36	28.33	29.40
Mechanic Helper/ Truck Driver	15	25.44	26.25	27.36	28.33	29.40
Plumber	15	25.44	26.25	27.36	28.33	29.40
Sewer Repairer 1	15	25.44	26.25	27.36	28.33	29.40
Truck Driver	15	25.44	26.25	27.36	28.33	29.40
Water Repairer 1	15	25.44	26.25	27.36	28.33	29.40
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Tree Maintenance Worker 3	16	*****	*****	28.23	29.25	30.29
Truck Driver Heavy	16	*****	*****	28.23	29.25	30.29
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Equipment Operator	17	27.14	28.06	29.25	30.29	31.34
Heating & A.C. Mechanic	17	27.14	28.06	29.25	30.29	31.34
Maintenance Worker 2 Grounds	17	27.14	28.06	29.25	30.29	31.34
Senior Account Clerk	17	27.14	28.06	29.25	30.29	31.34
Sewer Repairer 2	17	27.14	28.06	29.25	30.29	31.34
Water Repairer 2	17	27.14	28.06	29.25	30.29	31.34
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Clerk 3	18	28.06	29.25	30.29	31.66	33.11
Keyboarding Clerk 3	18	28.06	29.25	30.29	31.66	33.11
Mechanic	18	28.06	29.25	30.29	31.66	33.11
Principal Account Clerk	18	28.06	29.25	30.29	31.66	33.11
Principal Cashier	18	28.06	29.25	30.29	31.66	33.11
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Heavy Equipment Operator	19	28.06	29.25	31.34	32.65	34.63
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Asst. Maintenance Supervisor	20	31.23	32.47	33.84	35.10	36.48
Senior Carpenter	20	31.23	32.47	33.84	35.10	36.48
Senior Electrician	20	31.23	32.47	33.84	35.10	36.48
Senior Mechanic	20	31.23	32.47	33.84	35.10	36.48
Senior Plumber	20	31.23	32.47	33.84	35.10	36.48
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Year 4/ 2024 (@ 2.5%)

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Crossing Guard	3	15.00	15.45	15.91	16.39	16.88
Recreation Aide	4	15.45	15.91	16.39	16.88	17.39
Clerk 1	5	****	****	20.14	20.80	21.43
Senior Citizen Program Aide	5	****	****	20.14	20.80	21.43
Security Guard	7	20.14	20.80	21.43	22.17	22.96
Omnibus Operator	8	20.65	21.31	21.90	22.68	23.47
Adult Day Care Worker	10	22.17	22.96	23.68	24.48	25.35
Building Service Worker	10	22.17	22.96	23.68	24.48	25.35
Code Enforcement Trainee	10	22.17	22.96	23.68	24.48	25.35
Records Support Tech 1	10	22.17	22.96	23.68	24.48	25.35
Cashier	12	23.68	24.48	25.35	26.08	27.03
Clerk 2	12	23.68	24.48	25.35	26.08	27.03
Code Enforcement Officer	12	23.68	24.48	25.35	26.08	27.03
Electrician Helper	12	23.68	24.48	25.35	26.08	27.03
Keyboarding Clerk 1	12	23.68	24.48	25.35	26.08	27.03
Police Aide	12	23.68	24.48	25.35	26.08	27.03
Laborer 1	12	23.68	24.48	25.35	26.08	27.03
Records Support Tech 2	12	23.68	24.48	25.35	26.08	27.03
Recreation Leader	12	23.68	24.48	25.35	26.08	27.03
Water Meter Reader	12	23.68	24.48	25.35	26.08	27.03
Lab Tech. Water Analysis	13	*****	*****	26.08	27.03	27.96
Account Clerk	14	25.25	25.92	27.03	27.96	28.94
Keyboarding Clerk 2	14	25.25	25.92	27.03	27.96	28.94
Records Support Tech 3	14	25.25	25.92	27.03	27.96	28.94
Sr. Building Service Worker	14	25.25	25.92	27.03	27.96	28.94
Sr. Code Enforcement Officer	14	25.25	25.92	27.03	27.96	28.94
Water Meter Reader 2	14	25.25	25.92	27.03	27.96	28.94
Carpenter	15	26.08	26.91	28.04	29.04	30.14
Electrician	15	26.08	26.91	28.04	29.04	30.14

Maintenance Worker 1 Grounds	15	26.08	26.91	28.04	29.04	30.14
Mechanic Helper/ Truck Driver	15	26.08	26.91	28.04	29.04	30.14
Plumber	15	26.08	26.91	28.04	29.04	30.14
Sewer Repairer 1	15	26.08	26.91	28.04	29.04	30.14
Truck Driver	15	26.08	26.91	28.04	29.04	30.14
Water Repairer 1	15	26.08	26.91	28.04	29.04	30.14
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Tree Maintenance Worker 3	16	*****	*****	28.94	29.98	31.05
Truck Driver Heavy	16	*****	*****	28.94	29.98	31.05
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Equipment Operator	17	27.82	28.76	29.98	31.05	32.12
Heating & A.C. Mechanic	17	27.82	28.76	29.98	31.05	32.12
Maintenance Worker 2 Grounds	17	27.82	28.76	29.98	31.05	32.12
Senior Account Clerk	17	27.82	28.76	29.98	31.05	32.12
Sewer Repairer 2	17	27.82	28.76	29.98	31.05	32.12
Water Repairer 2	17	27.82	28.76	29.98	31.05	32.12
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Clerk 3	18	28.76	29.98	31.05	32.45	33.94
Keyboarding Clerk 3	18	28.76	29.98	31.05	32.45	33.94
Mechanic	18	28.76	29.98	31.05	32.45	33.94
Principal Account Clerk	18	28.76	29.98	31.05	32.45	33.94
Principal Cashier	18	28.76	29.98	31.05	32.45	33.94
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Heavy Equipment Operator	19	28.76	29.98	32.12	33.47	35.50
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Asst. Maintenance Supervisor	20	32.01	33.28	34.69	35.98	37.39
Senior Carpenter	20	32.01	33.28	34.69	35.98	37.39
Senior Electrician	20	32.01	33.28	34.69	35.98	37.39
Senior Mechanic	20	32.01	33.28	34.69	35.98	37.39
Senior Plumber	20	32.01	33.28	34.69	35.98	37.39
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Appendix 1-A: Inactive Titles List – GWU (2021 – 2024)

Food Service Worker
Court Attendant
Senior Food Service Worker
Data Control Clerk
Assistant Animal Control Officer
Data Entry Control Clerk
Clerk Stenographer 1
Animal Control Officer
Purchasing Assistant
Senior Clerk Transcriber
Violations Clerk
Clerk Stenographer 2
Principal Clerk Transcriber
Traffic Maintenance Worker/ Truck Driver
Fiscal Officer
Technical Asst. to Construction Official
Administrative Secretary
Senior Traffic Maintenance Worker

Appendix 2 – Health Benefits Contribution Rates

Current and future covered employees, and retirees (other than those exempted under P.L. 2011, Chapter 78) are required to pay a percentage of their health benefit premiums as follows, based on the amount of their salaries and/or pension benefits, as applicable, and their coverage tier:

SALARY RANGE	SINGLE COVERAGE CONTRIBUTION %
less than 20,000	4.50%
20,000 - 24,999.99	5.50%
25,000 - 29,999.99	7.50%
30,000 - 34,999.99	10.00%
35,000 - 39,999.99	11.00%
40,000 - 44,999.99	12.00%
45,000 - 49,999.99	14.00%
50,000 - 54,999.99	20.00%
55,000 - 59,999.99	23.00%
60,000 - 64,999.99	27.00%
65,000 - 69,999.99	29.00%
70,000 - 74,999.99	32.00%
75,000 - 79,999.99	33.00%
80,000 - 94,999.99	34.00%
95,000 and above	35.00%

SALARY RANGE	H/W or P/CHILD COVERAGE CONTRIBUTION %
less than 25,000	3.50%
25,000 - 29,999.99	4.50%
30,000 - 34,999.99	6.00%
35,000 - 39,999.99	7.00%
40,000 - 44,999.99	8.00%
45,000 - 49,999.99	10.00%
50,000 - 54,999.99	15.00%
55,000 - 59,999.99	17.00%
60,000 - 64,999.99	21.00%
65,000 - 69,999.99	23.00%
70,000 - 74,999.99	26.00%
75,000 - 79,999.99	27.00%
80,000 - 84,999.99	28.00%

85,000 - 99,999.99	30.00%
100,000 and above	35.00%

SALARY RANGE	FAMILY COVERAGE CONTRIBUTION %
less than 25,000	3.00%
25,000 - 29,999.99	4.00%
30,000 - 34,999.99	5.00%
35,000 - 39,999.99	6.00%
40,000 - 44,999.99	7.00%
45,000 - 49,999.99	9.00%
50,000 - 54,999.99	12.00%
55,000 - 59,999.99	14.00%
60,000 - 64,999.99	17.00%
65,000 - 69,999.99	19.00%
70,000 - 74,999.99	22.00%
75,000 - 79,999.99	23.00%
80,000 - 84,999.99	24.00%
85,000 - 99,999.99	26.00%
90,000 - 94,999.99	28.00%
95,000 - 99,999.99	29.00%
100,000 - 109,999.99	32.00%
110,000 and above	35.00%

For the purposes of this 2021 – 2024 Agreement only, the parties have agreed that the Township will waive the retroactive assessment and collection of any increases in an employees’ health benefit contribution rates through the pay date after the parties’ Memorandum of Agreement was executed. Stated alternatively, an employee shall only pay a higher health contribution rate from the date the Township implements a salary adjustment (as a result of the salary adjustments provided by this 2021 – 2024 Agreement) that causes the employee’s contribution rate to increase to a higher contribution level.

Appendix 3 – Health Benefits Plan Document

The Township's Health Benefits Plan Document is available on the Township's website at https://www.pemberton-twp.com/departments/human_resources/health_benefits/index.php#outer-102.

Appendix 4 – Code Enforcement Work Schedules

The Township is willing to consider a Pilot Program to change the work schedules for employees assigned to the Code Enforcement Division (field work only) to four @ 10 hour days, after the existing Trainees are fully trained and subject to the expansion of the normal workweek to include Saturdays. The parties have preliminarily discussed a rotating four day workweek with 10 hour days work schedule where Code Enforcement Officers would work one Saturday a month.

Appendix 5 -- DPW OVERTIME SIGN-UP SIDE BAR 2022

This DPW Overtime Sign-up Side Bar Agreement is limited to the purpose of establishing a uniform procedure for DPW employees to indicate their daily availability to accept overtime assignments.

There shall be one daily overtime sign-up sheet for all Public Works employees. The daily sign-up sheet shall be available from the Division Supervisor or designee each morning at the start of the shift. It shall be the employee's responsibility to ensure he (or she) has signed the sheet indicating his availability to work overtime. Employees who wish to sign up for overtime for the day shall have 30 minutes to sign up on the list. After 7:30 AM (or 6:30 AM if summer hours are authorized), DPW will deem the overtime sign-up list complete for the day. Any employee who fails to sign up for overtime at the start of the workday shall be skipped for any overtime that day, unless mandated to work overtime due to the lack of volunteers as indicated below.

Overtime shall be Division-specific or General/ department wide. Depending upon the skills required, overtime may be limited to employees with certain skills sets as reflected by job title. Per the contract, employees shall be offered overtime on the basis of rotating seniority so that it may be equitably distributed.

The DPW Office will make every attempt to notify the employee by telephone prior to the end of the day, if selected for overtime. Messages will not be left on employee's cell phones. If the DPW Office cannot reach the employee, the Division Supervisor will notify the employee prior to the end of the day.

In the event there are insufficient volunteers to work overtime, overtime shall be mandatorily assigned to employees based upon inverse seniority (starting with the most junior worker) based upon the type of overtime assignment.

Any employees within the Sewer Division assigned weekend work schedules shall indicate their availability to work overtime on their regularly scheduled days off by notifying the Sewer Division supervisor at the beginning of their last scheduled workday before their scheduled days off. The Township shall discard daily sign-up sheets 14 days after the day the sheet was used.

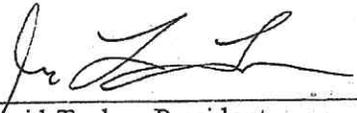
This Side Bar shall be effective for a period of 90 days after the parties have ratified the 2021 – 2024 collective negotiations agreement and shall begin on a date certain as established by mutual agreement between the parties. In the event an employee or management has specific concerns with the application of this side bar, the parties will promptly meet to discuss the concern with the intent of resolving the concern.

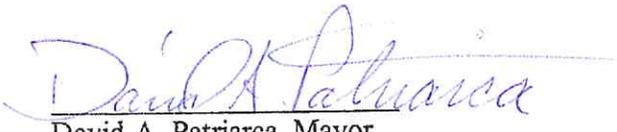
After 90 days, the parties will meet within 30 days (such meeting may be virtual or telephonic) to discuss whether to extend the Side Bar for an additional 90 days or a great period if so agreeable.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at
Pemberton Township, New Jersey, on this 21ST day of October, 2022.

Government Workers Union

Township of Pemberton


David Tucker, President


David A. Patriarca, Mayor

Attest:

Attest:


GWU Local 2120
Pemberton TWP Employees


Amy P. Cosnoski, RMC
Township Clerk