

CONTRACT BETWEEN
THE
TOWNSHIP OF DELRAN
AND
COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO
LOCAL 1036
REPRESENTING CLERICAL WORKERS, PW BLUE COLLAR WORKERS
AND
WATER AND SEWER UTILITY WORKERS

JANUARY 1, 2016 THROUGH DECEMBER 31, 2020

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ARTICLE 1 PREAMBLE

The Agreement entered into by the Mayor and Council of the Township of Delran hereinafter referred to as the "Employer" and the employees of the Township of Delran, Communications Workers of America, AFL-CIO, Local 1036 hereinafter referred to as the "Union" has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure to the resolution of differences; and the establishment of rate of pay, hours of work, and other conditions of employment for the employees represented by the Union.

ARTICLE II RECOGNITION

The employer recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all its employees in the established bargaining unit. This unit includes all full-time and part-time Clerical and Public Works Blue Collar employees including employees in the Department of Sewer Utility listed in the classifications listed under Attachment "A", and by reference, made part of the agreement. Excluded are all managerial executives, confidential employees, professional employees, supervisory employees within the meaning of the Act, craft employees and all other employees employed by Delran Township. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating the rights of employees as established under Laws of 1968, Chapter 303.

III RIGHTS AND PRIVILEGES OF THE UNION

A. All Employees shall have the right for a Union Representative to be present, if the employee so requests, during any meeting at which an employee is being questioned on a matter which may lead to discipline. No employee will be required to answer or respond to any charges alleged by any Councilman or Committee of the Council, Mayor, Administrator or supervisor without having a Union Representative present. The employee may waive his right to have a Union Representative present but must do so in writing with copies to the Union and the Employer. Shop Stewards shall not suffer any loss in pay while attending any investigative meeting, discipline meeting or grievance meeting. Such meetings shall occur during the working hours or be considered authorized overtime.

B. The Employer will provide the Union with an up-to-date seniority list by January 30th of each year.

C. The Representatives of the Union shall be permitted to transact Union business on the premises before or after normal working hours and during the lunch period, provided that this shall not interfere with or interrupt normal operations of the service.

D. The Employer shall provide lockers, hot water, and emergency shower facilities to all employees in the Delran Public Works Department and the Delran Sewer Utility Department. The Employer shall provide drinking water and sanitary eating facilities to all employees in the bargaining unit.

E. Labor/Management meetings will be conducted on an as needed basis with the Delran Township Administrator or his designee. The Union shall have three (3) Representatives on the Committee: (1) Clerical Employee, (1) Public Works Blue Collar Employee and (1) Sewer Utility Employee. A Union Officer or Staff Representative may at times attend these meetings.

F. TIME OFF FOR STEWARDS

1. CLERICAL AND PUBLIC WORKS BLUE COLLAR EMPLOYEES:

The Township may grant three stewards up to two days off per year with prior written approval of both department head and Township Administrator for attendance at union workshops.

2. WATER AND SEWER EMPLOYEES:

Union Shop Stewards and Activist's of the Representative shall be allowed reasonable time off from their normal employment duties, with pay, up to two (2) days total, to engage in Representative activity, training and union meetings, provided that such activity shall not interfere with or interrupt the normal operations of the Employer. It is understood that all Representative activity, of whatever kind or nature, shall take place only within the parameters of pre-arranged schedules, and at the locations listed therein, mutually agreed to by the Representative and the Employer.

G. COLLECTIVE NEGOTIATIONS

Collective negotiations that occur during the normal working hours shall not cause a Union Negotiation Committee member loss in pay and they will continue to be paid at their regular hourly rate. If negotiations continue after the normal working hours such time will be without pay.

IV MANAGEMENT RIGHTS AND RESPONSIBILITIES

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, 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;
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 policies, rules, regulations and practices and furthermore thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and in conformance with the Constitution and Laws of New Jersey and of the United States.

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

V MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the Township is of paramount importance to the citizens of the Township of Delran, in the County of Burlington, State of New Jersey, and that there should be no interference caused by the Union or its members with such operation.

B. The Union covenants and agrees that during the terms of this agreement neither the Union nor any person acting in its behalf will cause, authorize or support any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of said employee's duties of employment), work stoppage, slowdown walkout or other job action against the Township. The Union agrees that such action by the Union would constitute a material breach of this Agreement.

C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned or support by any action prohibited by this Agreement any such activity by any other employee or group of employees of the Township, and that the Union will publicly disavow such action and advise all members who participate in such activities to cease and desist from same immediately and to return to work.

D. In the event of a strike, slowdown, walkout or job action, the union covenants and agrees that neither the union or any member acting in its behalf will cause or participate in any such activity and the Union shall entitle the Township to deem such activity as grounds for appropriate action against the individual subject to the application of procedures set forth by law.

E. Nothing contained in the 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.

F. Nothing contained herein shall be construed as limiting or restricting any individual from the free exercise of his/her rights under the Constitution of the United States or the Constitution of New Jersey.

VI - UNION DUES AND AGENCY FEE DEDUCTIONS

The following procedure will be followed in regard to union dues deductions and the forwarding of these dues.

- 1) The Employer agrees to collect monthly dues by deducting bi-weekly an amount equal to 1.154% from the base pay of each employee who has furnished a written authorization for such deduction in a form acceptable to the Employer. Dues shall be per month or such amount as may be certified by the CWA to the Employer at least thirty (30) days prior to the month in which the deduction of union dues is to be made.
- 2) Deduction of union dues made pursuant hereto shall be remitted by the Township to the Communications Workers of America, AFL-CIO, c/o Treasurer, 1 Lower Ferry Road, West Trenton, New Jersey 08628 by the tenth (10) day of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made.
- 3) The CWA agrees to indemnify and hold the Township harmless against any and all claims, suits, orders or judgments brought or issued against the Township with regard to the dues check-off. The Township shall not be liable to the Union for any retroactive or past deduction of union dues for an employee identified by the Township as excluded or confidential or in good faith was mistakenly or inadvertently omitted from the deduction of union dues.
- 4) Dues deductions may only be stopped if the employee so requests. Any such request must be in writing and submitted to the Township and the Union prior to December 15th of any given year. Dues shall be halted beginning with the first pay period of each calendar year.
- 5) If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice prior to the effective date of such change, and shall furnish the Township a certified copy of the resolution, indicating dues changing and the effective date of such changes.

6) Purpose of Fee:

Beginning thirty (30) days after Agreement on this contract, all eligible non-member employees in this unit, will be required to pay to the majority representative a representative fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any employee to become a member of the majority representative

7) Amount of Fee:

Prior to the beginning of each contract year, the Union will notify the Employer in writing of the amount of regular membership dues; initiation fees and assessments charged by the Union to its own members for that contract year.

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

8) Deduction and Transmission of Fee:

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

The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

The Township shall deduct the representation fee as soon as possible after the tenth (10th) day following reentry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals re-employed in this unit from a re-employment list, for employees returning from leave without pay, and for previous employee members who became eligible for the representation fee because of non-member status.

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

9) Demand and Return System:

The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union. The Burden of proof under this system is on the Union. The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro rate share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

The employee shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union. The Union shall submit a copy of the Union review system to the Township.

The deduction of the representation fee shall be available only if the Union establishes and maintains this review system. If the employee is dissatisfied with the Union's decision, he may appeal to a three member board established by the Governor.

10) Township Held Harmless:

The Union hereby agrees that it will indemnify and hold the Township harmless from any claims, actions or proceedings brought by an employee in the bargaining unit which arises from deductions made by the Township in accordance with this provision. The Township shall not be liable to the Union for any retroactive or past due representation fee for an employee who was identified by the Employer as excluded or confidential or in good faith was mistakenly or inadvertently omitted from deduction of the representation fee.

11) Legal Requirements:

Provisions in this clause are further conditioned upon all other requirements set by Statute.

ARTICLE VII POSITIONS AND COMPENSATION

- A. The proposed salary ranges shall be established and applied to all positions covered by this Agreement.
- B. The minimum rate shall be the hiring rate for each title as outlined in the specified salary tier and classifications listed in Attachment "A" of this agreement. Employees with special skills or experience may be hired in excess of the minimum hiring rate at the discretion of Management. In the event that the employee shows special skills and his work record and performance are above average, the Administrator may advance the employee to a higher rate within his classification, premature to his "after first year" increase. Management shall notify the Union, in writing, of any action taken under this paragraph.
- C. The Township Administrator may grant step increases from Base Step to Step 3 as follows:
 - 1. Base to Step 1 after 30 days of continuous employment
 - 2. Step 1 to Step 2 after 60 days of continuous employment
 - 3. Step 2 to Step 3 after 90 days of continuous employment

New Hire Employee Base to Steps for Clerical Employees' hired on or after September 1, 2014 shall be as follows:

- 1. Base to Step 1 is one year;
- 2. Step 1 to Step 2 is an additional year
- 3. Step 2 to Step 3 is an additional year
- 4. Step 3 to Step 4 is an additional year
- 5. Step 4 to Step 5 is an additional year; (for a total of five years)

New Hire Water and Sewer Utility Employees (Base hourly rates without license increases) Laborer, Assistant Plant Operator, Plant Operator without an S1 License, shall be as follows:

		<u>2016</u>
a.	Base	\$15.81
b.	Step 1	\$16.32
c.	Step 2	\$16.82
d.	Step 3	\$17.32

Sewer Plant – Employees with an S1 License – (Base hourly rates without license increases) shall be as follows:

		<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
a.	Base	\$17.76	\$18.65	\$19.65	\$20.04	\$20.54

a. No Operator/Trainee shall be hired below the minimum hourly rate of \$15.81 (fifteen eighty-one) per hour.

D. Employees may automatically move to the next higher step after a full year of continuous employment effective on the anniversary date of the last step or promotion or increase in salary of any kind.

E. Whenever an employee is promoted, or, reclassified to a position having a higher salary range, then his/her salary rate shall be adjusted to the step level at, or above, the employees' old salary rate as determined by Management.

F. The terms and conditions of this agreement may be modified under a situation of emergency as declared by the Mayor as per State Statute.

G. Salary and Wages – All employees' classifications and salaries are listed in Attachment "A". The salaries listed in Attachment "A" reflect the following increases agreed to by the Union and the Township.

- a. 2016 - 2%
- b. 2017 - 2%
- c. 2018 - 2%
- d. 2019 - 2%
- e. 2020 - 2.5%

1. All raises are retro to January 1 of each contract year.
2. Clerical employees hired prior September 1, 2014 are listed as such in Attachment "A"
3. Clerical employees hired on or after September 1, 2014 are listed as such in Attachment "A"
4. Public Works Blue Collar employees hired prior to July 1, 2009 are listed as such in Attachment "A"
5. Public Works Blue Collar employees hired on or after July 1, 2009 are listed as such in Attachment "A"
6. Water and Sewer Utility Employees are listed as such in Attachment "A"

H. 1. New Hire Rate of Pay for Public Works Blue Collar employees will be as follows:

		<u>2016</u>
a.	Base	\$14.00 per hour
b.	Step 1	\$15.23 per hour
c.	Step 2	\$16.40 per hour
d.	Step 3	\$17.56 per hour
e.	Step 4	\$18.74 per hour
f.	Step 5	\$19.92 per hour

The rates above will increase for the new hires by the negotiated percentage increases listed in "G" above for the contract year that applies, but the formula for advancing will remain as stated in the current contract.

2. New- 2nd Tier Titles and Rates for Public Works Blue Collar Employees hired on or After 7/1/09:

Equipment Operator, Heavy Equipment Operator, Motor Broom Operator, Mechanic, Mechanic/HVAC-LPL, Mechanic Helper, Parks Maintenance Worker, Building Maintenance Worker, Maintenance Repairer.

		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Base	\$22.22	\$24.53	\$26.18	\$28.03	\$28.88	\$29.82

3. New Hire Rate of Pay for Clerical employees hired on or after September 1, 2014 will be as follows:

Classification	2016					
	Base	1	2	3	4	5
Deputy Court Clerk 1-5 yrs experience	\$37,412	\$37,733	\$38,054	\$38,690	\$39,335	\$39,978
Clerk Typist						
Account Clerk						
Deputy Court Clerk 6+ years	\$42,529	\$44,030	\$44,866	\$45,626	\$46,781	\$47,821
Sr. Clerk Typist						
Sr. Assessing Clerk						
Sr. Police Records Clerk						
Tech. Asst. Office of Construction Official						
Deputy Tax Collector						
Data Machine Operator						
Secretary Board/Commission						
Senior Tax Clerk						
Senior Account Clerk						

The rates above will increase for the new hires by the negotiated percentage increase listed in "G" above for the contract year that applies, but the formula for advancing will remain as stated in the current contract.

4. Procedure for Increases during negotiations of a successor agreement and/or the expiration of an agreement:

The parties agree that during negotiations of a successor agreement and including after the expiration of an agreement all employees shall continue to move through all steps, promotions or increase in salary of any kind, including all employees that either have not reached Step 5 in any Title Classification or; have been granted Step increase from base to Step 1 in any Classification Tier; or is being promoted or; is receiving an increase in salary of any kind.

Employee rates shall be adjusted to include any increase that was negotiated in the successor agreement for step increase, promotions, or increases in salary of any kind, including any in the Classifications in the Attachment "A" of the Agreement and the employee shall be paid the difference from their current rate to the higher rate negotiated retro to January 1 of the first year of the successor agreement as well as receive any monetary increase that has been negotiated in the successor agreement.

I. Matron Duty Pay: shall be \$200.00 (two hundred dollars) per year

- a. All female Police Matrons will be appointed by the Chief of Police.
- b. When a Matron is called out on official business, she shall receive a minimum of three (3) hours of pay.
- c. When a Matron is called out beyond her normal working hours, she shall receive one and one half her normal hourly pay rate.

J. Clerical and Public Works Blue Collar Employees Longevity:

- A. Employees who have served in a full-time capacity under this contract for at least four (4) years from their anniversary date after becoming employed with the Township, shall be eligible for the longevity in accordance with the schedule below:

For the Years **2016, 2017, 2018, 2019 and 2020**

After 4 Years - \$450 per annum
After 7 Years - \$550 per annum
After 10 Years - \$650 per annum
After 13 Years - \$750 per annum
After 16 Years - \$850 per annum

1. The number of years of service shall be the years of full time service and shall not include any years of part-time service, in the event an employee was transferred from part-time to full time service.
2. Payment shall be on or about December 1st of each year in a lump sum for the 2008 and 2009 years. Beginning in the year 2010 longevity shall be incorporated in the base.
3. If an employee terminates his employment prior to receipt of his longevity payment, such will be prorated on his base salary to date of termination and paid in his final check.

B. Water and Sewer Utility Employees Longevity:

1. All Water and Sewer Utility Employees' shall be placed into the Longevity schedule.
2. Employees shall receive the per annum amounts listed below. Their years of service calculation shall be their hire date with the former Delran Sewerage Authority and such per annum amounts shall be effective beginning on January 1, 2013 and shall be incorporated in their base pay retroactively to January 1, 2013 and continue on January 1 of each contract year.

3. For the Years **2016, 2017, 2018, 2019 and 2020**

After 4 Years - \$450 per annum
After 7 Years - \$550 per annum
After 10 Years - \$650 per annum
After 13 Years - \$750 per annum
After 16 Years - \$850 per annum

4. Employee names, hire date, per annum amounts and effective dates for Longevity are attached hereto and made part of this agreement as "Attachment B".

5. If an employee terminates his employment prior to receipt of his longevity payment, such will be prorated on his base salary to date of termination and paid in his final check.

K. Hours, Work and Overtime, CDL - Clerical and Public Works Blue Collar Employees:

1. Work Schedules- The regular starting time of work shifts will not be changed without forty-eight (48) hours advance notice to the affected employee. Emergency circumstances shall preclude this procedure.
2. Normal workday for the Department of Public Works shall consist of eight (8) continuous hours and a normal work week (40 hours) shall consist of five days.
3. Normal work day for the clerical employees shall consist of seven (7) continuous hours and a normal work week (35 hours) shall consist of five (5) days.
4. Normal work hours shall be as follows:
 - a. Highway Department - 7 am - 3 pm (with ½ hour for lunch)
Summer Hours: 6 am to 2 pm (with ½ hour for lunch)
Summer Hours shall be available from July 1st to August 31st each year.
 - b. Clerical Employees - 9 am - 5 pm (with 1 hour for lunch)
 - c. Court Clerk Office - Hours to be determined at discretion of Judge and Township Administrator
 - d. Police Clerical Receptionist (Day) - 8:00 am - 4 pm (w/one hour for lunch)
 - e. Police Clerical Receptionist (Night) - 4:00 pm - Midnight PM (with 1 hour for lunch)
 - f. Police Clerical Records - 8:30 am - 4:30 pm with 1 hour for lunch
5. The Employer will allow 15 minutes for travel of Public Works Department employees from the work site to the Municipal Complex so that trucks, tools, etc., may be serviced and stored and the employees will be in a position to leave at the end of the regular eight (8) hour work day. Those employees assigned to operate the Vac-All and the street sweeper shall be allowed an additional fifteen (15) minute period for this purpose.
6. Any employee in the Public Works Department who is required to work beyond the regular eight (8) hour workday shall be compensated with overtime payment.
7. For the purpose of payroll calculation, the work week shall commence at 12:01 AM on Sunday.
8. The form of overtime compensation, whether compensatory time or overtime pay, shall be at the discretion of the employee. No employee shall accumulate more than 240 hours of compensatory time per calendar year.
9. Authorized overtime compensation shall be computed at an hourly rate equal to 1 ½ times the equivalent hourly rate for any time exceeding the regular eight (8) hour work day. Overtime compensation will be made on the following basis:
 - a. 0 through 15 minutes - no payment
 - b. 16 through 30 minutes - 30 minutes pay
 - c. Over 30 minutes - one (1) hours pay
 - d. All overtime payment beyond one (1) hour will be compensated at the basis noted above.
10. Authorized overtime compensation for Sundays and holidays shall be compensated at an hourly rate equal to 2 times the equivalent hourly rate for a regular eight (8) hour work day.
 - a. Overtime compensation for the court clerk or deputy court clerk shall be as follows:

0 - 30 minutes	=	30 minutes
30 minutes - 1 hour	=	1 hour
1 hour +	=	Same as above

11. The supervisor shall maintain and post on a monthly basis a current list of employees and the amount of overtime they have worked. Overtime preference will be determined by the nature of the task to be completed. The employee who is primarily responsible for completing the particular task required in the normal discharge of his duties will be given overtime preference. If two or more employees share equally the responsibility of performing the task required, then the employee having accumulated the least amount of overtime will be given preference for overtime work. If an employee refuses an overtime assignment, the hours worked by the person who accepts that assignment shall be added to the accumulated amount of overtime of the worker who refused the assignment.

12. If the supervisor cannot fill the overtime requirement after exhausting the above procedure, then the employees who are qualified to do the job with the least amount of accumulated overtime will be assigned the overtime work.

13. Employees called into work from home on an emergency call out, outside their regular work day, shall be guaranteed a minimum of three (3) hours pay at one and one-half times their hourly rate.

14. Employees working ten(10) straight hours shall be provided with a meal not to exceed five dollars (\$5).

15. Paychecks will be issued every other week. It is the intent of management to add weekly payroll if in the sole judgment of management that the technology and practice is possible.

16. CDL – The Township will pay for the cost of exam (contingent upon passing) and license renewal for CDL Licenses.

17. All meetings except collective negotiating sessions scheduled by the Employer with the employees shall occur during the working hours or be considered authorized overtime.

18. Emergency hours worked not to exceed sixteen (16) hours. Personnel with sixteen (16) hours worked are to be sent home for a minimum of eight (8) hours rest.

19. Any employee of the Township who is required to work on any holiday for the Township shall be paid double time or be given double compensatory time as declared in writing by the employee. All compensation policies including vacation and sick leave shall be in accordance with State Civil Service rules and Personnel Ordinance. The Township agrees that compensation policies including vacation and sick leave that are in accordance with any Personnel Ordinance made by the Township shall not adversely affect any employee as well as change any conditions of employment of employees represented by the Union in this agreement.

20. In the case where an employee is called for emergency overtime and is required to work sixteen (16) hours and these hours then run con-current with his normally scheduled work day, the employee will continue to receive overtime for that period of the sixteen hours that is worked. In addition, should the employee's sixteen hours end during his normally scheduled shift, the employee will continue to receive straight pay for the remainder of his regularly scheduled work period. (Example) If an employee is called out at 8:00 pm on a Sunday evening and works sixteen straight hours which would expire at 12 Noon on Monday, the employee would be paid overtime for the first hours of the 7 to 12 Shift on Monday. The employee would have to be sent home at Noon reaching the sixteen hours; however, he would collect straight pay for his regularly scheduled work hours from 12 Noon to 3:00 pm.

21. Out of Title Pay: Anyone working a title in the contract that provides for a higher rate of pay for a period of thirty (30) consecutive days, that employee shall be compensated at the higher rate from the thirtieth day going forward.

L. Hours Of Work, Overtime, On Call, Call In For: Water & Sewer Utility Employees:

The normal work day for the Water & Sewer Utility Employees shall consist of eight (8) hours per day. There will be a one-half (½) hour paid lunch break each day. **During summer hours July and August when hours go to 6 am to 2 pm, Lunch hour will be at 11 a.m. If CWA wishes to waive afternoon break, lunch hour can be moved to noon.**

The normal work week will be forty (40) hours per week Monday to Sunday. Scheduled work on Monday, Tuesday, Wednesday, Thursday and Friday will be from 7:00 a.m. to 3:00 p.m. Summer hours shall be from 6:00 a.m. to 2:00 p.m., and/or a rotating shift of 7:00 a.m. to 3:00 p.m. moving the overtime payment to 6:00 a.m. from 7:00 a.m. Scheduled work on Saturday and Sunday will be four (4) hours time to be scheduled with management by Thursday prior the shift. Default schedule shall be 8 am to 12 noon on weekends and holiday.

The work week for each employee will be scheduled in accordance with operational requirements as determined by the Director of the Water & Sewer Utility. Employees who are scheduled to work on Saturday and Sunday will have the choice of a day off on Friday or Monday, unless the employee and the Director of the Water & Sewer Utility mutually agree to schedule an alternative day; or, in the event of operational emergency, the Director of the Water & Sewer Utility requires the employee to work the original scheduled day off at the appropriate overtime rate.

Breaks: Employees shall receive two (2) paid fifteen (15) minute breaks, one in the AM shift and one in the PM shift, however in case of an emergency breaks will not be permitted. Breaks can not be combined with lunch or the start or end of the work shift. Missed breaks shall not be paid for.

Meals: Employees who respond to a call for snow removal while working for the Township who work ten (10) straight hours shall be provided with a meal not to exceed five dollars (\$5).

Overtime: Overtime compensation at the rate of time and one half (1-1/2) shall be paid by the Employer to all employees who work in excess of forty (40) hours a week. Holidays worked will be paid at double the employee's regular rate of pay, subject to the Holiday work schedule being limited to four (4) hours on each Holiday. Overtime compensation must be authorized by the Executive Director of Operations or his designee as it becomes necessary to meet operational requirements.

For the purposes of overtime compensation, only paid time worked, Holiday, Vacation time, Sick Time and Personal time, shall be counted towards the forty (40) hour threshold required for overtime.

The Township agrees that compensation policies including vacation and sick leave that are in accordance with any Personnel Ordinance made by the Township shall not adversely affect any employee as well as change any conditions of employment of employees' represented by the Union in this agreement.

On Call: All employees who are "on call" are entitled to receive **the following rates** for each day the employee has the beeper and is "on call": **2016-\$21.00, 2017, 2018 and 2019-\$22.50, 2020-\$23.00.** In the event an employee is "On call" and is to come to work, but fails to respond within a one (1) hour period, that employee will not be compensated for the "on call" but will be paid the appropriate overtime rate for the time actually worked. Payment for "on call" days shall be made to the employee in a lump sum in the first pay period in December for the period January through November and payment in the first pay period in January for the month of December.

If you give up the "On Call" phone for any reason you will forfeit any call in opportunity for the period the phone was given up. The minimal period will be from the end of the normal weekday work shift to the beginning of the next normal weekday work shift.

Call In: When an employee is called to work outside his normal working hours he shall receive a minimum of four (4) hours pay at the appropriate overtime rate, or the overtime hours actually worked whichever is greater. The exception to this is if an employee who is called into work within two (2) hours prior to his regularly scheduled reporting time he shall be paid at the overtime rate for time actually worked prior to his regular reporting time, provided the employee works his regular hours. Holiday's are paid at double time.

All time worked shall be calculated from the time of arrival at the employee's place of work until the time of departure from the employee's place of work.

In the event that an employee is called back to work more than once in the same four (4) hour period, his compensation will only be the four (4) hour guarantee at the overtime rate unless his work requires him to actually work more than four (4) hours, whereby he will be compensated for the actual time worked at the overtime rate.

VIII - HOLIDAYS AND PERSONAL DAYS FOR:
CLERICAL AND PUBLIC WORKS BLUE COLLAR EMPLOYEES:

A. All full-time employees shall receive (13) paid holidays as follows: New Year's Day, President's Day, Good Friday, Monday After Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday After Thanksgiving, Christmas Day and, two (2) holidays, the date of which shall be mutually agreed to.

B. If any of the above holidays fall on a Sunday, Monday shall be considered as the holiday; if any holiday falls on Saturday, Friday shall be considered the holiday, if generally observed as such in the community.

C. If one of the preceding holidays falls within the employee's vacation period, the employee shall receive an additional day off.

D. Any employee of the Township who is required to work on any holiday for the Township shall be paid double time or be given double compensatory time as declared in writing by the employee. All compensation policies including vacation and sick leave shall be in accordance with State Civil Service rules and Personnel Ordinance. The Township agrees that compensation policies including vacation and sick leave that are in accordance with any Personnel Ordinance made by the Township shall not adversely affect any employee as well as change any conditions of employment of employees' represented by the Union in this agreement.

E. PERSONAL DAYS: All full-time employees shall receive four (4) Personal Days. Personal Days shall be non-cumulative. **An employee shall give no less than twenty-four (24) hours advance notice of the intent to take a personal leave day. Personal days may be used in cases of an emergency with less than twenty-four (24) hours notification. "Emergency" is defined as an event which could not be anticipated and over which an employee has no control.** Personal Days will be prorated during the new employee's first calendar year (not first twelve (12) months of employment). New employee will receive one (1) Personal Day for each full three (3) months of employment. (Example: employee is hired July 1st, employee receives one Personal Day on October 1st. When January 1st comes employee is given the four (4) Personal Days up front).

No Personal day may be taken during the first ninety (90) days of employment except in the case of an emergency. In such cases, the day off must be approved in advance, in writing, by the Department Head and Township Administrator.

F. HOLIDAYS AND PERSONAL DAYS FOR WATER AND SEWER UTILITY EMPLOYEES:

All employees shall receive the following paid holidays:

New Year's Day	Veterans Day
Martin Luther King Jr. Day	Columbus Day
President's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Two Floating Holiday's

The Floating Holiday's will be individually scheduled by the employee with the approval of the Employer, which will not be unreasonably denied. In the event the Floating Holiday cannot be scheduled during the year of entitlement, the employee will be compensated for eight hours at his regular rate of pay by January 15th of the following year. The addition of Martin Luther King Holiday and one of the two Floating Holidays shall be effective upon signing the 2009 to 2011 agreement and shall not be applied retroactively prior to the signing of the 2009 agreement.

Whenever any of the above holiday's falls on an employee's scheduled day off, the employee can, with the Employer's approval, select and receive an alternate day off.

If a holiday, as indicated above occurs while an employee is on vacation, the day shall be recorded as a holiday instead of vacation leave. Holidays do not accrue during any leave of absence. An employee must work their full scheduled work day before and their full scheduled work day after any holiday to be paid for the holiday, however, any pre-approved time for the day off before or after a holiday or if an employee brings in a doctor's note for the illness, they shall receive the paid holiday.

Holiday's are worked for four (4) hours and are paid at double time the employee's regular hourly rate of pay.

G -PERSONAL DAYS – WATER AND SEWER UTILITY EMPLOYEES:

All employees shall receive (4) four paid personal days off per year during this contract.

New hires shall receive (1) paid personal day every three (3) months of employment up to the maximum of (4) four paid personal days off per year.

After twelve (12) months of employment new hires shall receive their four (4) paid personal days up front and not on an earning basis of every three (3) months.

An employee shall give no less than twenty-four (24) hours advance notice of the intent to take a personal leave day. Personal days may be used in cases of an emergency with less than twenty-four (24) hours notification. "Emergency" is defined as an event which could not be anticipated and over which an employee has no control.

IX BEREAVEMENT LEAVE FOR DEATH IN FAMILY

CLERICAL AND PUBLIC WORKS BLUE COLLAR EMPLOYEES:

A. Employee shall be granted up to five (5) working days off with full pay for reason of a death of the employee's parent, spouse, domestic partner, or child. Employee shall be excused up to three (3) working days with full pay for reason of death of mother-in-law, father-in-law, sibling, brother-in-law or sister-in-law, daughter-in-law, son-in-law, grandparent, spouse's grandparent, stepchild or grandchild and other relatives residing in the employee's household.

B. An additional number of days up to four (4 days sick leave) may be granted for reason of a death in the employee's immediate family. For this purpose immediate family means an employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, domestic partner, sister-in-law, brother-in-law, daughter-in-law, son-in-law, and spouses grandparent and relatives residing in the employees' household.

WATER AND SEWER UTILITY EMPLOYEES:

A. All employees shall be entitled to paid bereavement leave days based on the following usage:

Up to five (5) paid bereavement leave days for the death of a parent, spouse, child, sister or brother, current mother-in-law, current father-in-law, grandchild, current daughter-in-law, current son-in-law, domestic partner and any other relative living in the employee's household.

Up to three (3) paid bereavement leave days for the death of a current brother-in-law, current sister-in-law, employee grandparents or spouse's grandparents.

Up to one (1) paid bereavement leave day for Aunt or Uncle.

X VACATION – CLERICAL AND PUBLIC WORKS BLUE COLLAR EMPLOYEES

A. Full-time employees covered under this agreement shall earn vacation during each year of service on the basis of the following schedule:

<u>Years of Service</u>	<u>Working Days Vacation</u>
1 - 4	13
5 - 9	16
10 - 14	18
15 - 19	20
20 +	24

B. Any employee hired January 1, 1990 and thereafter will use the Civil Service regulations as their basis for calculating their earned Vacation time during their first calendar year of employment, which is one (1) Vacation Day for each full or portion of month employed (example: Hire date of June 15, 1990, employee will earn seven (7) days of vacation in 1990, thirteen (13) days vacation for 1991, and sixteen (16) Vacation days beginning in 1995)

C. The following is for calculating vacation leave and vacation increases for anyone whose date of employment is prior to January 1, 1990. Anyone whose date of employment is from January 1, to October 1 and has been hired prior to January 1, 1990 is entitled to count that period as a year of service, and shall be eligible for vacation leave and vacation leave increases in accordance with the above schedule listed in "A".

D. Any employee who is laid off, retired or separated from the service of the employer, prior to taking his vacation, shall be compensated in cash for the unused vacation he had accumulated at the time of separation.

E. Each employee shall be notified in writing on or before February 1 of each year of his sick and vacation entitlement.

F. WATER AND SEWER UTILITY EMPLOYEES:

All full time employees of the Water & Sewer Utilities are entitled to an annual vacation with pay as follows:

<u>YEARS OF EMPLOYMENT</u>	<u>VACATION DAYS</u>
1 Year to 4 Years	13 Days
5 Years to 9 Years	16 Days
10 Years to 14 Years	18 Days
15 Years to 19 Years	20 Days
20 Years and over	24 Days

Vacation days may be carried over to the next calendar year as per Civil Service Regulations and must be used by the end of that calendar year or be forfeited.

No payment for unused vacation will be permitted other than upon retirement, separation of service, or extraordinary circumstances.

Vacation leave can be taken in half day increments.

If an employee is hospitalized while on vacation leave said vacation leave shall be charged to sick leave and the employee's paid vacation leave will be adjusted accordingly.

Vacation selection is entered by March 31st of each calendar year or requests of five (5) days or more and will be applied by seniority with the most senior person having their time approved first, then next senior and so on. After March 31st any vacation requests will be approved by a first come first serve basis.

XI LEAVE OF ABSENCE
CLERICAL, PUBLIC WORKS BLUE COLLAR EMPLOYEES AND WATER AND SEWER
UTILITY EMPLOYEES

A. A permanent employee who is temporarily mentally or physically incapacitated to perform his duties, or who temporarily desires to engage in a course of study that will increase his usefulness upon his return to service, or who for any written reasons considered satisfactory to the Business Administrator may request, in writing, a leave of absence without pay from his regular duties with approval of the Business Administrator. This leave of absence may be recommended by the Business Administrator and granted by the Mayor without pay for a period not exceeding six (6) months. A leave of absence may be extended for one additional six (6) month period.

1. Any employee requesting a leave of absence without pay shall submit in writing the reasons for the request, the date that the leave is to begin and the probable date of his return to duty. At the time the leave is approved, a determination will be made as to whether the employee approved for such leave shall be entitled to his former position upon his return from such leave, or whether his name shall be placed on the re-employment list for this class, pursuant to the Civil Service Rules and Regulations.

2. Any employee granted a leave of absence due to temporary mental or physical incapacity may continue all benefits while on such leave, in accordance with requirements for N.J.S.A. 52:14-17.32 (d) and (e). The employee shall maintain and continue to accumulate his/her seniority and fringe benefits

3. An employee on leave of absence, other than for reasons stated in paragraph A.2, shall not earn annual vacation, personal, holiday or sick leave while on leave of absence. The employees' longevity pay shall be prorated by the number of months on leave of absence without pay.

4. FAMILY LEAVE ACT:

A. Family Leave as set forth in 29 U.S.C., Section 2601 et seq., N.J.S.A. 34:11B-1 et seq. and N.J.A.C. 4A:6-1.21 or any amendments thereto shall be available to all employees covered under this Agreement pursuant to the terms of that Act and/or regulations.

B. Any employee seeking a leave of absence shall file a request for such by submitting a Township "Leave Request Form" to the Township Administrator or the Township Administrator's designee. The "Certification of Healthcare Provider" form shall be filed directly with the Township Administrator.

C. Employees' must use all earned sick time during an approved FMLA/NJFLA absence. Should an employee's earned sick time not be sufficient to reach the commencement of State Disability, the employee shall be permitted to use up to five (5) additional days of credited sick time. The Township shall allow employees to elect to use earned vacation or personal time as substitute for any unpaid period of leave.

D. An employee may use all categories of accrued leave time (for example, sick, vacation, personal) for pregnancy-disability purposes but shall not be required to exhaust all categories of accrued leave before taking a leave without pay. However, the employee must exhaust all accrued sick leave to be eligible for New Jersey Temporary Disability Plan.

5. Volunteer Fire Fighters, EMT, Active Shooter, EMS Team & Accident Trapped Rescues:

The employee will not volunteer to provide regular service during working hours, however, if they are called for special circumstances for an emergency alarm or state of emergency when they return to work they must provide their employer a copy of the incident report and a certification of the incident from the officer in command or official in charge. This certification must indicate the date and time of which the volunteer emergency responder was relieved from the emergency duty. Employees called for special services involving the above but not routine calls shall not have any loss in pay for their normal working hours to attend such emergencies and shall not be required to use any of their accrued paid time such as vacation, sick, personal or comp time. Employees recognize that the first responsibility during working hours is their Township position.

6. JURY DUTY AND COURT ATTENDANCE:

CLERICAL AND PUBLIC WORKS BLUE COLLAR EMPLOYEES:

All full-time employees called for jury duty or subpoenaed to attend court shall be granted leave of absence without loss of normal pay while attending court. An employee shall pay over to the Township all sums of money received from the court for court attendance if attendance occurs during normal scheduled working hours. Notice of jury duty for court attendance shall be given to the Department Head as far in advance as possible. An employee required to attend court either as juror or witness shall, insofar as practical, perform his/her duties before court convenes or after it adjourns, so long as this occurs within his/her normal working day.

WATER AND SEWER UTILITY EMPLOYEES:

JURY DUTY:

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

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

MILITARY LEAVE – CLERICAL, PUBLIC WORKS BLUE COLLAR, AND WATER & SEWER UTILITY EMPLOYEES:

When a fulltime permanent employee who is a member of the reserve component of any United States armed force or the National Guard or any state including the Naval Militia and Air National Guard is required to engage in field training or is called for active duty, the employee will be granted a military leave of absence for the duration of the service. The first thirty (30) workdays of the leave shall be with full pay except that a member of the New Jersey National Guard shall receive full pay for the first ninety (90) days. The paid leave will not be counted against any available time off including but not limited to vacation, sick or personal time. A fulltime permanent employee who has served less than one-year shall not be entitled to paid leave but shall be granted non-paid military leave without loss of time.

Employees on military service will also continue to receive paid health insurance coverage during the period of the paid leave plus additional thirty days calendar days after the paid leave is exhausted. After this period has expired, employees may continue coverage for themselves or their dependents under the Delran Township group plan by taking advantage of the COBRA provision. Members of the state administered retirement systems (PERS and PFRS) will continue accruing service and salary credit in the system during the period of paid leave. Pursuant to the Uniformed Services Employment and Reemployment Rights Act, any employee released from active duty under honorable circumstances shall return to work without loss of privileges or seniority within the following time limits: for service less than thirty-one (31) calendar days, the employee must return to work on the beginning of the first regularly scheduled workday or eight (8) hours after the end of military duty, with reasonable allowances for commuting; for service of thirty-one to one hundred eighty (180) days, the employee must submit an application for reinstatement within fourteen calendar days after completing military duty; for service greater than one hundred and eighty (180) calendar days, the employee must submit an application for reinstatement within ninety days (90) calendar days after completing military duty.

XII SICK LEAVE – CLERICAL AND PUBLIC WORKS BLUE COLLAR EMPLOYEES:

A. Definition

Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident or exposure to contagious disease, as outlined in N.J.A.C. Title 4A:6-1.3

B. Service Credit For Sick Leave:

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

C. Amount Of Sick Leave

Sick leave with pay shall accrue to any full-time employee on the basis of the Rules and Regulations of the Civil Service, N.J.A.C. Title 4A:6-1.3

1. New employees - one (1) working day of sick leave with pay for each month of service up to the end of the first calendar year, thereafter, at the beginning of each calendar year employees shall be credited with fifteen (15) working days with pay. (Example: Employee is hired September 1, 2000, the employee shall receive 4 working days with pay for the year 2000, in January 2001 the employee shall be credited with fifteen working days with pay).
2. In computing the amount of pay for sick leave there shall be deducted from said amount the amount of money, if any, which said employee is paid in accordance with the laws of the State of New Jersey for temporary disability for any period for which said employee is entitled to such leave with pay.
3. Sick leave shall accumulate from year to year without limit.

D. Reporting of Absence on Sick Leave

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

1. Failure to so notify his supervisor may be the cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
2. Absence without notice for five (5) consecutive days shall constitute a resignation. If an employee is hospitalized and unable to communicate to the employer within the five day limit, a family member may, in place of the employee notify the employer of the employee's situation or hospitalization. The family member must provide the Township with verification from the hospital indicating the date that the employee was admitted to the hospital.

E. Verification of Sick Leave:

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

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

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

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

3. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that the employees' return will not jeopardize his health or the health of other employees. Only in cases of such as this will the Township be required to pay for physician's expenses or fees.

F. Accumulated Sick Leave:

Eligibility: Effective January 1, 2016 all new hire Clerical and Public Works Blue Collar Employees' shall not be eligible to select the Early Retirement Option outlined in "F" 1 and 2 below and shall only be eligible for the direct cash payment for one-half of accumulated sick days at the current rate up to a maximum of \$9,000.00 (cash payment option). All current Clerical and Public Works Blue Collar employees hired prior to January 1, 2016 shall be grandfathered for eligibility in "F" option 1 or option 2, at their choice, as described below.

Employee at retirement or permanent disability only. Employee at his or her option may elect one of the following:

1. Employee shall receive continued township pay at then the current rate for fifty (50% percent of accumulated sick days for those eligible days prior to retirement (early retirement option).

Example of Early Retirement Option:

John Smith plans on retiring on January 1, 1980 and has 200 days of accumulated sick time. Under this option John can retire before January 1, 1980 and continue to be paid at the current rate for 100 working days prior to January 1, 1980.

2. Employee shall receive direct cash payment for one-half of accumulated sick days at the current rate up to a maximum of \$9,000 (cash payment option).

Conditions: payment can be over 3 years/waives all claims to sick leave.

G. Any employee who during the course of a calendar year does not need use of any Sick Time and/or Workers Compensation days will be provided with a check in the amount of \$200.00 (Two hundred Dollars) in the next pay after the completion of the calendar year.

H. Retirement - Minimum notice of retirement by employees must be made in writing in accordance with the policy set by the Township in the personnel policies and procedures manual. The Township shall not require a minimum notice of more than one (1) year.

I. SICK LEAVE – WATER AND SEWER UTILITY EMPLOYEES:

A. Definition: Sick leave for purposes herein is defined to mean absence of any employee from duty because of personal illness which prevents his doing the usual duties of his position, exposure to contagious disease, or a short period of emergency attendance upon a member of his immediate family (as defined) who is critically ill and required the presence of the employee. Immediate family is defined to include Spouse, including a person living in the household in a spousal relationship, Children or Foster Children, mother, father, mother-in-law, father-in-law, grandmother or grandfather (of employee).

B. Sick leave shall be accrued as follows:

1. Employees will receive fifteen (15) paid sick days per year. New hires shall earn one day per month of paid sick leave up to the end of the calendar year in which they were hired and shall then receive fifteen (15) paid sick days thereafter, sick days can be used during the probationary period of ninety (90) days when first hired. Sick days can be used in hourly increments.
2. Sick Leave shall accumulate from year to year without limit.
3. If termination occurs before the end of the year, and more sick leave has been taken than earned, the per diem rate of pay for the excess days shall be deducted from the final pay.
4. At the end of each calendar year, employees will receive a record of their sick leave.

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

1. The employee must have at least ten (10) sick days remaining available for use as of December 31st after the days sold back are subtracted.
2. The sell back request must be submitted in writing to the Employer between January 1st and January 15th.
3. The Employer shall make payment for sick days sold back no later than the third pay in February.
4. At the time of any separation from service an employee shall be entitled to all sick time accumulated at the current daily rate.
5. A doctor's note may be required after three (3) or more consecutive days of being absent.

D. RETIREMENT AND PENSION

1. All employees who retire from the Public Employees Retirement System shall be entitled to receive a lump sum payment for all unused accumulated sick leave and all unused and/or accumulated vacation leave. This payment shall be computed at the rate of one hundred (100%) percent of the eligible employee's daily rate of pay for each day earned and accumulated of sick or vacation leave with no maximum limitation.
2. The Employer will make the Municipalities annual payment on behalf of each employee in the State Pension Plan.

XIII HEALTH INSURANCE – CLERICAL AND PUBLIC WORKS BLUE COLLAR EMPLOYEES:

A. The Township agrees to continue to provide a paid hospitalization and medical-surgical insurance plan equal to or better than the State Health Benefits Program in effect as of July 1, 2009, which the employer shall move to as soon as practical, during the lifetime of the (2009-2011) Agreement, in accordance with present practices.

B. The State Health Benefit Plan will also include the prescription plan with co-pays as stipulated by the plan, which are attached and as outlined by the State Health Benefits Program for Local Employers. Effective January 1, 2012 the amount of contribution to be paid by an employee for medical and prescription drug benefits and any eligible dependent shall be set in accordance with P.L.2011c78.

All employees shall be required to contribute to the premiums in accordance with the applicable State requirements. Employee contributions for health insurance shall be calculated at the 2015 base salary and 2015 contribution rates until the effective date in 2018 that base salaries are adjusted to reflect all retroactive wage increases applicable to each employee. At that time, Chapter 78 health benefits contributions will be based on the updated base salary and there will be no Chapter 78 contributions deducted from retroactive pay from 1/1/16 through the date that base salaries are adjusted to their new rates in 2018. Chapter 78, P.L. 2011 contributions shall continue in effect during the life of the agreement. Should a new law be passed after January 2018 requiring a new mandatory employee contribution, all employees will be required to comply with the term of each change on the effective day or as otherwise required by law.

C. The Township shall provide for a dental plan for both the employee and his family.

D. Eye Care Plan shall be provided as follows: The Township shall reimburse the employee for the cost of the examination, upon receipt of acceptable forms developed for this purpose, up to \$300 in 2016, 2017, 2018, 2019 and 2020. If the examination costs less than \$300 in 2016, 2017, 2018, 2019 or 2020 the remainder shall be used to reimburse the employee, upon receipt of above referenced forms, for the cost of corrective eyeglasses or contact lenses, if so prescribed during the original examination. In the event that the original examination does not result in such a prescription, the remainder of the original \$300 in 2016, 2017, 2018, 2019 or 2020 if any, shall be used to reimburse the employee, upon receipt of acceptable forms, for the cost of an eye examination and/or corrective eyeglasses or contact lenses prescribed for an employee's spouse or child. In no event shall the total reimbursement in one calendar year to an employee exceed \$300 in 2016, 2017, 2018, 2019 or 2020. The employee is required to receive an eye examination once every two (2) years in order to be eligible for the eye care benefit.

E. The Township may, at any time, change insurance carriers so long as substantially similar benefits are provided.

F. Specific insurance plans referenced within this Article indicate the level of insurance provided at the time of signing of this Contract.

G. Health Insurance Buy Out - Any employee who has health insurance from another employer or under a spouse may elect a buyout from the Township Insurance under receipt of acknowledgment of other health insurance. That employee shall receive the following payment on December 1, of each contract year. Employee who has received no form of Township Health Insurance for the entire year up to that point:

Contract Years 2016 - 2017 - 2018 - 2019 - 2020 - \$2,000.00 reimbursement

This provision shall not prohibit an employee from reentering the Health Insurance program should it become necessary at a later date.

H. Benefit Schedule for New Employees – Clerical and Public Works Blue Collar Employees:

All new employees hired on January 1, 2002 and thereafter will receive all the benefits of all other employees covered by this agreement except that their basic health insurance, prescription, disability, life insurance, eye care and dental will be delayed for three (3) months.

I. HEALTH BENEFITS- WATER AND SEWER UTILITY EMPLOYEES:

Employees in the bargaining unit will continue to receive their choice of Health Care plans of the New Jersey State Health Benefits program at no cost to the employee. This also includes the existing prescription drug program and the dental coverage provided by the specific plan selected by the employee.

Effective January 1, 2012, the amount of contribution to be paid by an employee for medical and prescription drug benefits and any eligible dependent shall be set in accordance with P.L.2011c78.

All employees shall be required to contribute to the premiums in accordance with the applicable State requirements. Employee contributions for health insurance shall be calculated at the 2015 base salary and 2015 contribution rates until the effective date in 2018 that base salaries are adjusted to reflect all retroactive wage increases applicable to each employee. At that time, Chapter 78 health benefits contributions will be based on the updated base salary and there will be no Chapter 78 contributions deducted from retroactive pay from 1/1/16 through the date that base salaries are adjusted to their new rates in 2018. Chapter 78, P.L. 2011 contributions shall continue in effect during the life of the agreement. Should a new law be passed after January 2018 requiring a new mandatory employee contribution, all employees will be required to comply with the term of each change on the effective day or as otherwise required by law.

The coverage extends to the employee and direct dependents only.

New employees will become effective the first of the month following satisfactory completion of the ninety (90) day probationary period.

Health Insurance Buy Out – Any employee who has health insurance from another employer or under a spouse may elect a buyout from the Township Insurance under receipt of acknowledgment of other health insurance. That employee shall receive the following payment on December 1, of each contract year. Employee who has received no form of Township Health Insurance for the entire year up to that point:

Contract Years 2016 - 2017 - 2018 - 2019 - 2020 - \$2,000.00 reimbursement

This provision shall not prohibit an employee from reentering the Health Insurance program should it become necessary at a later date.

Each bargaining unit employee will receive an annual stipend for eyeglasses and/or eye exams as follows: \$200.00 (two hundred dollars) per person with a maximum of \$400.00 (four hundred dollars) per family (inclusive of the employee), which can be used for the employee's eye needs or for those of his family, payable upon receipt and approval by the employer of an original receipt evidencing payment for eyeglasses or an eye examination.

The Township may, at any time, change insurance providers, so long as the new provider's benefits are equal to the current plan.

XIV LIFE INSURANCE

CLERICAL, PUBLIC WORKS BLUE COLLAR AND WATER & SEWER UTILITY EMPLOYEES

The Township shall provide Life Insurance for all Employees covered under this contract in the amount of \$50,000.00

XV DISABILITY INSURANCE

CLERICAL, PUBLIC WORKS BLUE COLLAR AND WATER & SEWER UTILITY EMPLOYEES

The Township shall provide disability insurance providing payment of 66 2/3% of the regular base salary per week during the disability up to a maximum of one year. Employees must use all sick and vacation time prior to utilizing disability time.

XVI WORKER'S COMPENSATION, SAFETY AND HEALTH, UNIFORMS

CLERICAL AND PUBLIC WORKS BLUE COLLAR EMPLOYEES:

A. An employee injured on the job shall receive a leave of absence with pay for a period recommended by a duly licensed physician designated by the Business Administrator to examine such employee. A leave of absence under this clause shall be granted provided the injury sustained was not caused by the employee's negligence.

B. A leave of absence with pay for injuries on the job shall be for a period determined by the physician, not to exceed six (6) months. Such leave shall not be deducted from an employee's accumulated sick leave for such injuries.

C. As practical, the Employer shall at all times maintain safe and healthful working conditions and will provide employees with:

1. Summer and winter uniforms. Summer uniforms must be provided by April 1 and Winter uniforms must be provided before October 1 of each year.
2. Tools or devices reasonably necessary in order to insure their Safety and health.
3. Rain gear and rubber pullover boots
4. Safety shoes - up to \$200 for year 2016 and \$250 per year thereafter.
5. Matrons: one shirt and one set of pants - effective January 1, 2009, and continuing in each year of the contract.

Any articles provided by the Employer are to be worn only during working hours. Articles are the property of Delran Township, but are the sole responsibility of the employee. Articles lost or stolen shall be paid by the employee who was assigned the articles.

Work uniforms provided by the Township shall be worn by all employees. Such uniforms shall be limited to that provided by the Township. The Township shall designate the source, style, material and all other features and aspects of the uniforms.

Uniforms may not be worn other than while on duty for Delran Township. Safety equipment and other uniforms must be worn as prescribed by the Employer. All safety and health rules shall be obeyed by the employee.

D. Safety Committee - The employer and the union shall each designate two safety committee members, (one Clerical employee and one Public Works Blue Collar employee). A Union Staff Representative can also attend the Health and Safety Committee meetings. It shall be the joint responsibility to investigate and make recommendations on correcting unsafe and unhealthful conditions. They shall meet periodically to review conditions and make recommendations where appropriate. Union Safety Committee members shall be permitted reasonable opportunity to visit work locations for the purpose of investigating safety and health conditions during work hours with no loss in pay for a period to be authorized by the Township Administrator.

E. WATER AND SEWER UTILITY EMPLOYEES:

1. The Employer shall at all times maintain safe and healthful working conditions. The Employer and the Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled. It is agreed that verbal and/or physical harassment of an employee is inappropriate.
2. The parties agree that they will set up an advisory Health and Safety Committee composed of one (1) member appointed by the Union from the Water and Sewer Utility Unit and one (1) member appointed by the Employer. A Union Staff Representative can also attend the Health and Safety Committee meetings. The Committee will meet at the discretion of its members and will forward any advisory reports in writing to the Employer.
3. When an employee is injured while performing his employment duties, he shall immediately notify the Executive Director of Operations or his designee so that a report may be prepared.
4. The employee and the Executive Director of Operations or his designee are also required to prepare an accident report.
5. When an employee is injured on duty he is to receive Worker's Compensation due him plus the difference between the amount received as compensation to him and his salary during the period of temporary disability only if covered by the Statutes of the State of New Jersey covering Worker's Compensation.
6. The Employer will continue payment of the employee's salary (check) and the employee will sign over the Worker's Compensation check to the Employer. The Representative will explain this practice to the membership and assist the Employer in enforcing it.
7. Employees' may use paid time while waiting for the claim. Paid time used will be credited back to the employee when the employee turns over the Worker's Compensation check to the Employer.
8. OCCUPATIONAL INJURY: Employees who sustain an occupational injury are required to notify their Supervisor and the Executive Director immediately. Employees who sustain an occupational injury requiring treatment by a doctor shall suffer no loss in pay for the day the injury occurs. If the doctor requires the employee to return for further treatment during the employees' regular scheduled work hours, the employee shall suffer no loss in pay for such time so spent. The Employer will endeavor to supply emergency transportation to and from the hospital or doctor's office in the event of a work related accident if necessary.

9. UNIFORMS:

A. Each employee will be provided with uniforms and other necessary gear as follows:

- 1 pair of winter coveralls or bibs
- 11 shirts
- 11 pair of pants
- 1 winter coat (as needed) Carhartt
- 1 pair rubber boots
- Protective rain gear
- Rubber gloves and cloth work gloves
- 10 Tee Shirts

B. The Employer will provide laundry service for uniforms once a week.

C. The Employer will issue a purchase order/voucher to each employee once a year for safety shoes only, said safety shoes shall have a maximum purchase amount of two hundred dollars (\$200.00) **for contract year 2016 and \$250.00 (two hundred and fifty dollars) for each contract year thereafter.**

D. The employee will have the option to select one (1) additional pair of non-winter coveralls or one (1) additional shirt and pants.

E. The employees shall be permitted to wear shorts. Cut off shorts, ripped or un-hemmed shorts are not permitted. Shorts are to be worn only when the work assignment is of such a nature that the wearing of shorts would not be a health and safety risk as determined by the supervisor. Shorts can be worn **in the months of July and August.**

F. Wearing of the Township uniform is mandatory while on company time. This includes responding to calls after hours. Such uniforms shall be limited to that provided by the Employer. The Employer shall designate the source, style, material and all other features and aspects of the uniforms. Any articles provided by the Employer are to be worn only during working hours. Articles are the property of the Township but are the sole responsibility of the employee. Articles lost or stolen shall be paid by the employee who was assigned the articles. **Safety equipment shall be replaced immediately upon notice to the Employer, worn out clothing items shall be replaced when employee turns in damaged worn clothing items.**

XVII. NONDISCRIMINATION

CLERICAL AND PUBLIC WORKS BLUE COLLAR EMPLOYEES:

Neither the Employer nor the Union will discriminate for reasons of sex, age, nationality, race, religion, marital status, political status, political affiliation or union activity.

WATER AND SEWER UTILITY EMPLOYEES - EQUAL TREATMENT:

The Employer agrees that there will be no discrimination or favoritism practices upon or shown employees for any reasons of sex, age, nationality, race, religion, marital status, political origin, color, handicap, Association membership, Association activities, or the exercised of any concerted rights or activities. For the purposes of this Agreement, "he" or "his" shall be a generic term referring to any employee regardless of their sex. Said usage is not intended to be discriminatory or sexually based.

XVIII GRIEVANCE PROCEDURE

1. CLERICAL AND PUBLIC WORKS BLUE COLLAR EMPLOYEES:

A. The purpose of this procedure is to secure at the lowest level an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the department. The grievance shall be defined as any dispute which may arise between the parties concerning the application, meaning or interpretation of this agreement. A grievance may be initiated by either an employee, a Union Representative or the Township. It shall be the responsibility of the employee to properly notify and inform the Union Representative when initiating a grievance.

Step I - Verbal Grievance

a. Whenever an employee has a grievance, he should first present it verbally (or in writing if the employee chooses) to his immediate supervisor. It is the responsibility of the supervisor to attempt to arrange a mutually satisfactory settlement of the grievance within five (5) working days of the time when it was first presented to him or failing in that, must within that time advise the employee of his inability to do so.

b. When an employee is informed by his supervisor that he is unable, within the discretion permitted him, to arrange a mutually satisfactory solution to the grievance, the employee must, if he wishes to present the grievance to a higher authority, do so in writing in the manner set forth in Step II below.

Step II - Formal Written Grievance

a. The employee will prepare the grievance in writing, in duplicate. The grievance should be stated as completely and as clearly as possible, in order to permit prompt handling. One (1) copy of the grievance shall be immediately placed in the hands of the Department Head.

b. A copy of the grievance shall be presented by the employee to his Division Head, to whom the grievance was made verbally. The Division Head will report the facts and events which led up to its presentation in writing, including in his written report any verbal answer he may have previously given to the employee concerning this grievance. Within five (5) working days after receipt of the written grievance the Division Head must present it with the information required to the Department Head or Administrator.

c. The Administrator will attempt to find a mutually satisfactory solution to the grievance within ten (10) working days. Failing a solution, the complaint, accompanied by a written report on the matter by the Administrator, must be forwarded to the Council. The Council will then consider and formally act on the complaint within fifteen (15) days.

d. In the event that the grievance has not been resolved at the previous step, the aggrieved may file with the Public Employment Relations Commission (PERC) within twenty (20) days after determination of the previous step and request for advisory arbitration. The arbitrator will be appointed and the case will be heard in accordance with the rules and regulations of PERC, except as modified by this Agreement. The arbitrator shall set forth the findings of fact in law and reasoning in rendering his decision and shall submit such decision in writing to the parties.

e. The decision of the arbitrator will be advisory in nature only. The cost for the services of the arbitrator shall be borne equally by the parties. Any other expenses incurred shall be paid by the parties incurring same.

f. All papers and documents relating to a grievance and its disposition will be placed in the employee's personnel history file. Notification of all action taken concerning the grievance shall be transmitted in writing to the employee.

2. WATER AND SEWER UTILITY EMPLOYEES:

A. Definition "Grievance" is:

1. A claimed breach, violation, misinterpretation or improper application of the terms of this Agreement, including disciplinary action.

B. Any grievance or dispute which arises between an employee and the Employer shall be processed and settled in strict accordance with the time limits set out herein. It is understood that all of the time limits, unless otherwise expressed, refer to calendar days.

C. Procedures:

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

STEP 1:

A grievance must be filed initially within fifteen (15) calendar days from the date on which the act which is the subject of the grievance occurred, or fifteen (15) calendar days from the date on which the grievant should reasonably have known of its occurrence. The grievant shall prepare his grievance in type on forms approved by each party and submit same to the appropriate party who issued the discipline or caused the violation who then shall be required to schedule, hear and determine the grievance within fifteen (15) calendar days after receiving it.

If the Executive Director is the appropriate party hearing the grievance then the grievance will automatically move to Step II. Such grievance shall include date of the alleged grievable occurrence, nature of the grievance, pertinent contractual articles allegedly violated and the remedy sought. Failure to submit the required information is grounds for denial of the grievance. The decision of the appropriate party shall be made in type, and in triplicate and copies thereof, together with copies of the grievance, shall be served upon the grievant, the Union Representative, and the Director within said fifteen (15) calendar day period.

STEP 2:

Upon receipt of an adverse determination by the appropriate party, the grievant or Union Representative shall have a period of ten (10) calendar days to appeal such determination to the Executive Director who shall schedule, hear and determine the grievance within fifteen (15) calendar days after receiving it. The Executive Director shall hear the grievance de novo and issue a decision in type and in triplicate and copies thereof, together with copies of the grievance and previous decision, shall be served upon the grievant, Union Representative and the Township Administrator within said fifteen (15) calendar day period.

STEP 3:

Upon receipt of an adverse determination by the Executive Director at Step 2 then the grievant or Union Representative shall have a period of fifteen (15) calendar days to appeal such determination to the Township Administrator or designee, who shall schedule, hear and determine the grievance within twenty (20) calendar days after receiving it. The Township Administrator or designee shall issue a decision in type and in triplicate and copies thereof, together with copies of the grievance and previous decisions which shall be served upon the grievant and Union Representative within said twenty (20) calendar day period.

STEP 4:

Upon receipt of an adverse determination by the Township Administrator or designee, the Union shall have thirty (30) calendar days to appeal such determination to arbitration pursuant to the rules of the Public Employee Relations Commission. The cost of the Arbitrator shall be borne by the Township and Union equally. Any other cost shall be borne by the party incurring it.

D. GENERAL RULES:

1. A failure to schedule, hear and determine the grievance at any step by the person designated to do so shall cause the matter to proceed immediately to the next step. Said grievance shall be deemed pending in the next step and the applicable time limits shall begin to run upon the receipt of a formal written appeal by the Union to the next step.
2. Under no circumstances shall the Employer have the right to appeal a grievance adjudicated favorably to the employee, except when a determination is issued by PERC.
3. At all steps in the grievance procedure, the grievant shall have the right to be represented by the Union and only the Union.
4. If the grievant alleges acts by or against the person designated to schedule, hear and decide grievances the employee shall have the option to file the grievance with the next highest step in the grievance procedure for resolution.
5. A group or class grievance may be filed by a member of the affected group or class, or by a representative of the Union, however, any such grievance shall clearly delineate the group or class involved; and shall list the names and titles of the individual employees involved.

6. Extensions of time limits may be obtained only by the written consent of the grievant or representative and person designated to hear and determine the grievance.
7. If a grievant accepts a resolution that is not in conflict with the Agreement it shall be final and binding upon the parties.
8. For the purposes of progressive discipline situations, the degree of discipline administered by the Employer in a particular case must be reasonably related to (a) the seriousness of the employees' proven offense and (b) the record of the employee and his service with the Employer.
9. Grievance of minor disciplinary actions (five (5) day suspensions or less shall be filed directly at Step 2.

E. DISCIPLINE:

1. Discipline shall be progressive in nature and corrective in intent and the progressive nature of the instances shall be started over if there are no reoccurrences within one (1) year of the original instance with the exception of the following actions which will result in immediate suspension with a recommendation of discharge:
 - (a) Drunkenness, drinking during working hours (including lunch time), or being under the influence of alcohol or controlled substances during working hours (including lunch time) or possession of alcohol or controlled substances during working hours (including lunch time), theft or theft by deception, or unauthorized use of Township assets;
 - (b) Physical assault on an employee, Council member or a Water and Sewer Utility representative;
 - (c) Being involved with a strike, a walkout that does not concern an immediate threat to the health and safety of the employee or sympathy strike;
 - (d) Possession of firearms or explosive devices during working hours (including lunch time on Water and Sewer Utility property and in Water and Sewer Utility vehicles);
 - (e) A direct refusal to obey instructions from a Supervisor, provided, that the refusal would have an adverse effect on the Water and Sewer Utility operation;
 - (f) Willful destruction of Water and Sewer Utility property, equipment, vehicles.

2. In those instances where disciplinary action is taken by the Employer in accordance with E, 1), (a) – (f), the affected employee will have the right to a hearing to consider the recommendation of discharge. The hearing will be held within five (5) working days of the suspension action, unless the parties mutually agree to extend the time limit. If the recommendation of discharge is upheld, the Union may appeal the discharge action directly to arbitration within thirty (30) calendar days of receipt of the written hearing decision. In the event the Employer decides to deny the discharge recommendation, it has the option of sustaining a lesser degree of discipline it deems appropriate under the circumstances. The employee is to be made whole for the difference, if any, between the discipline upheld as a result of the hearing and time lost because of the immediate suspension with the recommendation of discharge action. If a lesser degree of discipline is issued, the Union may exercise the same appeal procedure set forth above. If no appeal is made by the Union within the thirty (30) calendar day period, the discharge or lesser discipline, as the case may be, will be final.

(a) The hearing procedure will be as follows:

The Employer will designate a Council member or members to administrate the hearing. The hearing shall be at a time and place designated by the Employer and only the discharged employee, his Union Representative (if so desired, not to exceed two), the Supervisor who took the discharge action and any witnesses directly involved with the incident from which the discipline arose shall be present. Neither party will be permitted to have an attorney present. The Employer has the option, in its sole discretion, to record or transcribe the testimony at the hearing. It also has the option, in its sole discretion, to decide not to record or transcribe the testimony. If the Employer chooses to record or transcribe the testimony, the union will be proved with an unedited copy, and it agrees to bear any costs associated therewith. The hearing testimony or the results of same will not be precedent setting but may be introduced at the subsequent arbitration (if applicable) on this matter. The Council member(s) designated to administer the hearing may take evidence in any order or amount deemed necessary to aid in a decision on the matter. The decision will not be arbitrary or capricious.

XIX PERMANENT PART-TIME EMPLOYEES

CLERICAL AND PUBLIC WORKS BLUE COLLAR EMPLOYEES:

A. For the purpose of this agreement a permanent part-time employee is defined as a position within the Township which is established for a period of time no less than six (6) months of uninterrupted service of 20 hours or more per week average.

1. There are two types of part-time employees covered by this Agreement.
Part-time I is defined as an employee who works from 20 hours to 29 hours per week average.
Part-time II is defined as an employee who works from 30 hours to 37 hours per week.
An average will be determined by management every six months.

B. Unless otherwise stated below all terms and conditions set forth in this contract shall apply to permanent part-time employees.

C. Benefits for permanent part-time employees are as follows:

a. Vacation: It is the intention of the Township of Delran to provide a prorated share of vacation days based upon the same criteria that is utilized for the full time employees in terms of years of service. For example: For an employee who works four hours per day:

<u>Years of Service</u>	<u>Vacation</u>
1 - 4	13 4 hour days
5 - 9	16 4 hour days
10 - 14	18 4 hour days
15 - 19	20 4 hour days
20 +	24 4 hour days

Or whatever length of day is appropriate for the employee as would be determined by the employee's regular scheduled work day.

b. Sick Leave with pay shall accrue as follows:

(1). New Hire - one prorated working day of sick leave with pay for each month of service e.g. if the employee normal work day is four hours, employee would receive one four hour day off for each month of service, up to the end of the first calendar year in which the employee was hired.

(2). In January the Employee shall receive 15 prorated sick days with pay, and in every calendar year thereafter, e.g. if the employee normally works a five hour day, the employee would receive fifteen five hour days off in a calendar year. If at a later day, this employee becomes a full time employee, the sick leave benefit would have to be calculated in terms of hours and then would have to be divided by the number of hours in a regular full time day to determine how many sick days the individual had coming as per N.J.S.A. Title 4A:6-1.3.

c. Bereavement: The permanent part time employee will receive the same benefit as a full time employee in terms of bereavement leave except for the bereavement shall be prorated to indicate the proper number of hours per day that the employee will receive. E.g. a permanent part time employee working an average of four hours per day will receive the same number of four hour days off that a full time employee would receive in the same circumstance.

d. Holidays: All part-time employees shall receive time off with pay for hours normally worked on a holiday, provided the employee is at work the day preceding the holiday and the day following the holiday. The submission of a medical excuse may waive the requirements of this section.

e. Personal Days: Permanent part time employees shall receive four prorated personal days, E.g. part time employee who works a four hour day, shall receive (4) four hour personal days during the course of the year.

f. Longevity: No part-time employee shall receive longevity pay.

g. Health Insurance: All part-time employees who work thirty-five (35) hours or more shall receive Health Insurance benefit.

h. Life Insurance and Disability pay: No part-time employee shall receive life insurance or disability benefits.

i. Dental and Eye Care:

Part-Time I - Shall not receive Dental or Eye care benefits.

Part-Time II - Employees shall choose either Dental or Eye Care benefit at the beginning of their employment.

j. Prescription Care: All permanent part-time employees shall receive prescription care benefits. Permanent part-time employees hired after January 1, 1991 will not receive the prescription plan.

XX PERSONNEL FILE

CLERICAL, PUBLIC WORKS BLUE COLLAR & WATER AND SEWER UTILITY EMPLOYEES:

- A. An employee shall have the right to see and review all documents in their personnel file and may be accompanied by a Union Representative.
- B. An employee shall be permitted to have a copy of any documents in his/her file at no cost to the employee.
- C. Employees shall be given copies of all disciplinary matters in which they shall sign for at the time they are served. Signing shall not indicate anything other than receipt.
- D. Upon written release from an employee, a Union Representative may see and copy documents in the employee's file without cost to the Union.
- E. An employee shall have the right to respond to any document in his personnel file. Such response shall be directed to the appropriate party and shall be included in the employee's personnel file.

CLERICAL, PUBLIC WORKS BLUE COLLAR EMPLOYEES ONLY:

F. The progressive nature of the instances shall be started over if there are no reoccurrences within 18 (eighteen) months of the original instance.

WATER AND SEWER UTILITY EMPLOYEES ONLY:

G. The progressive nature of the instances shall be started over if there are no reoccurrences within one (1) year of the original instance.

ALL EMPLOYEES:

H. The personnel files are located in the Administration Office.

XXI SENIORITY

WATER AND SEWER UTILITY EMPLOYEES ONLY:

- A. Seniority is defined as continuous unbroken service with the Employer from the employee's date of hire.
- B. Seniority shall prevail in the selection of vacation schedules.
- C. Seniority shall prevail in the event of a layoff when the skill, ability, qualifications, attendance record and past discipline of two (2) or more employees are relatively equal. The most senior employee who is determined by the employer to not be relatively equal under the criteria set forth herein, and is subsequently laid off, shall have the right to file a grievance pursuant to the provisions of Article XVIII of this Agreement.
- D. Seniority and the employment relationship shall cease if any of the following occur.
 1. The employee quits, resigns, or retires;
 2. The employee is discharged for cause;
 3. The employee is laid off for a period of one year;
 4. The employee is absent from work for five (5) consecutive working days without prior and proper notification to the Employer, unless the employee presents an excuse acceptable to the Employer in its sole discretion, provided that this provision shall not be construed as authorizing absence for any period; or
 5. The employee, when recalled from layoff, fails to inform the Employer of his intent to return to work within seven (7) calendar days after date on which the notice of recall is mailed by certified mail to the employee's last address in the Employer's records, or he fails to report to work when scheduled to report by the Employer.

XXII RETIRED EMPLOYEE HEALTH INSURANCE REIMBURSEMENT

CLERICAL AND PUBLIC WORKS BLUE COLLAR EMPLOYEES:

The Township will provide a new benefit of a cash payment reimbursement to any employee who retires from the Township, to help defray the cost for the premium for their obtaining their own health insurance, with the following conditions:

1. The employee shall have been an employee of the Township for at least 25 years and shall have been retired in accordance with the terms of PERS.
2. The employee retires no earlier than age 55.
3. The employee will receive this benefit for a maximum of ten (10) years.
4. A cash payment by the Township will be a reimbursement up to a maximum amount of \$4,000 per year for any amount expended by the retired employee to obtain health insurance.
5. The only exception to the above four (4) conditions will be if an employee takes early retirement for disability purposes in accordance with the terms of PERS in which case the Township will provide this maximum \$4,000 cash reimbursement for health insurance premium paid by the disabled employee for a maximum of ten (10) years after the date of the early retirement. Only those employees having at least fifteen (15) years employment with the Township will be eligible for this benefit after taking an early retirement for disability purposes.
6. This reimbursement will be paid by the Township for a like amount paid by the retired employee for health insurance only (not prescription, vision nor disability insurance/care). The retired employee must submit proof of payment (canceled check, paid invoice or receipt from insurance company) to the Township's Treasurer, who will make payment to the retired employee no later than thirty (30) days after submission of proof of payment by the retired employee.

WATER AND SEWER UTILITY EMPLOYEES:

- A. All employees who retire from the Public Employees Retirement System shall be entitled to receive a lump sum payment for all unused accumulated sick leave and all unused and/or accumulated vacation leave. This payment shall be computed at the rate of one hundred (100%) percent of the eligible employee's daily rate of pay for each day earned and accumulated of sick (see Article XII, I.) or vacation leave with no maximum limitation.
- B. The Township will make the Municipalities annual payment on behalf of each employee in the State Pension Plan.

- C. Health Care: The Township will provide a new benefit of a cash payment reimbursement to any employee who retires from the Township, to help defray the cost of the premium for their obtaining their own health insurance, or defraying the cost of the employee to remain at the employee expense with the current Township Health Care Plan, with the following conditions:
1. The employee shall have been an employee of the Township, including former DSA employment, for at least 25 (twenty-five) years and shall have been retired in accordance with the terms of PERS;
 2. The employee retires no earlier than age 55 (fifty-five);
 3. The employee will receive the benefit for a maximum of 10 (ten) years;
 4. A cash payment by the Township will be a reimbursement of a maximum amount of \$4,500.00 (forty-five hundred dollars) per year for any amount expended by the retired employee for the period set forth in #3.
 5. The only two (2) exception's to the above 4 conditions will be;

(exception #1) employees Tom Ash, William Mitchell and Walter Yansick shall be grandfathered to be eligible to retire after being employed with the Township, including former DSA employment for ten (10) years instead of 25 (twenty-five) years, and;

(exception #2) - will be, if an employee takes early retirement for disability purposes in accordance with the terms of PERS in which case the Township will provide this maximum \$4,500.00 (four thousand five hundred dollars) cash reimbursement for health insurance premium paid by the disabled employee for a maximum of ten (10) years after the date of the early retirement.

Only those employees having at least fifteen (15) years employment and the three (3) grandfathered employees listed above who must have at least ten (10) years employment with the Township including former DSA employment will be eligible for this benefit after taking an early retirement for disability purposes.
 6. This reimbursement will be paid by the Township for a like amount paid by the retired employee for health insurance only (not prescription, vision nor (Worker's Compensation disability insurance care). The retired employee must submit proof of payment (canceled check, paid invoice, or receipt from insurance company) to the Township Treasurer who will make payment to the retired employee no later than thirty (30) days after submission of proof of payment by the retired employee.

XXIII LAYOFF AND RECALL

CLERICAL, PUBLIC WORKS BLUE COLLAR & WATER AND SEWER UTILITY EMPLOYEES:

The Township will comply with the Civil Service rules and regulations with respect to layoff, furlough and recall for all employees.

XXIV CONTINUING EDUCATION

WATER AND SEWER UTILITY EMPLOYEES:

- A. The Employer shall pay in advance, one hundred percent (100%), for the basic and advance waste water courses, including books for employees who are being enrolled in the course. If the employee fails to obtain the certification of completion he shall reimburse the Employer over a twelve (12) month period for the cost of the course that the Employer paid on his behalf.

The amount due the Employer will be taken directly from the employees' paycheck. Employees who take the course and have satisfactorily completed the course and decide to leave the employment of the Township within twelve (12) months of taking the course must reimburse the Employer for the cost of the course that the Employer paid, including books.

The amount due the Employer will be taken from the employee's final pay as well as any paid time the employee has remaining such as sick, vacation and personal time.

If after all monies are deducted the amount due the Employer has not been satisfied the employee must issue a check for the remaining balance due to the Employer prior to separating his service from the Employer.

The course work taken shall be at an accredited institution if all of the following conditions are met:

1. The course work is related to the improvement of the employee's job skills;
 2. The course work is previously approved by the Township, and;
 3. The employee receives a passing grade or above.
- B. In order to be entitled to any additional pay set forth below for obtaining any licensing, the employee must first submit a written request to the Township before enrolling in any licensing program. If the Township, in its sole discretion, determines that such licensing is necessary for its operations, the Township will authorize the employee in writing to seek such licensing and will be responsible to the employee for the pay increases set forth below if such licensing is obtained.
- C. All employees who obtain their license subject to the terms of this Agreement shall be entitled to have the following:

Level 1	.65 cents per hour added to their existing hourly rate
Level 2	.75 cents per hour added to their existing hourly rate
Level 3	.85 cents per hour added to their existing hourly rate
Level 4	1.00 One dollar per hour added to their existing hourly rate

Any employee who has already enrolled in a licensing program in 2016 and will be receiving their license during the term of this Agreement, shall be compensated pursuant to the provisions of this Article regarding tuition and additional pay listed in Level's 1, 2, 3 or 4 and shall receive payment from the Employer for the course and books retroactively as long as he is enrolled for the course or is about to sit for the exam.

License incentives are not retroactive to licenses obtained before 2009 and that the license incentive shall not apply to any license that the employee held at one time.

CDL – The Township will pay for the cost of exam (contingent upon passing) and license renewal for CDL licenses.

XXV VEHICLE USE

CLERICAL, PUBLIC WORKS BLUE COLLAR & WATER AND SEWER UTILITY EMPLOYEES:

The Township would be willing to pay the IRS rate for mileage for use of employee's own vehicle in those instances in which the Township has authorized the educational course and the submission request is put in advance for approval for mileage.

XXVI DRUG AND ALCOHOL POLICY

CLERICAL, PUBLIC WORKS BLUE COLLAR & WATER AND SEWER UTILITY EMPLOYEES:

The Township of Delran has provided a Drug and Alcohol policy in its Employee Handbook, Adopted on April 15, 2014, Article 6, pages 16 through page 21, page 22 – known as “Access to Facilities and Records”, described in paragraph one (1), two (2) three (3) and seven (7), and page 23 through page 25 and reference the same in this agreement as Attachment “C” except as noted below:

PERSONNEL FILE LANGUAGE-ALL EMPLOYEES:

1. Drug and Alcohol Policy, Article 6, page 22, of the Employee Handbook, Adopted on April 15, 2014, referenced to as “Access to Facilities and Records” and described in paragraphs four (4), five (5) and six (6) shall not apply to any employee in this agreement.
2. Article XX – Personnel File, page 41 of this agreement shall be used to replace the language outlined in paragraph four (4), five (5) and six (6) of the Employee Handbook, as described above, for all employees’ in this agreement.
3. WATER AND SEWER UTILITY EMPLOYEES ONLY:

The Township’s Drug and Alcohol policy in its Employee Handbook, Adopted on April 15, 2014, Article 6, pages 16 through 21, page 22 – paragraph one (1), two(2), three (3) and seven (7), and page 23 through page 25 and reference the same in this agreement as Attachment “C”, except that the language and procedure listed below shall be used to replace the same language and procedures that are listed in the Employee Manual’s Drug and Alcohol Policy for the employees’ of Water and Sewer Utility.

In the event of a reasonable suspicion that an employee is under the influence of alcohol or controlled substances, or otherwise in violation of Article XVIII, page 37, Section E1 (a), (of this agreement) the Employer may require that the employee submit to an alcohol or drug test immediately. The employee will be placed on suspension without pay until the results of the test is received and reviewed.

A positive test may result in a discharge. A negative test result will require the Employer to reinstate the employee with full back pay and benefits. If the violation of Article XVIII, page 37, Section E1 (a), (of this agreement) involves possession of alcohol or controlled substances, the result of the alcohol or drug test, if one is required, will not preclude an ultimate discharge decision or mandate reinstatement of the employee. If an employee refuses to submit to a reasonable suspicion alcohol or drug test, it will be considered conclusive evidence of a positive test and result in a recommendation of discharge.

- (a) Testing can only be ordered by the Executive Director of Operations or any Supervisor that has been trained in observing the signs of suspected drug and alcohol use. No employee will be subjected to testing unless the Employer has a reasonable suspicion, and a statement of the facts upon which the reasonable suspension is based will be given to the employee and the Union in writing, within twenty-four (24) hours of the testing.

- (b) The employee who has been ordered to submit to an alcohol or drug test shall have the right to select a witness to accompany the employee to the testing site. The witness will not be permitted to accompany the employee when a sample for the testing is obtained.
- (c) All alcohol and drug testing shall comply with State and Federal Laws.
- (d) In the event of a positive drug test, the employee may request a second test to be performed on the original sample obtained. This testing may be performed at the same laboratory and the employee will bear any costs associated with the second test. If the second test is ordered and a negative result is obtained, the employee will be reinstated by the Employer with full back pay and benefits, except in those instances where a possession violation has occurred as set forth above.
- (e) The original sample used for testing will be retained and preserved by the testing laboratory for a period of at least six (6) months. The testing laboratory and the facility which obtains the test sample from the employee must both meet minimum governmental requirements and the laboratory must be an NIDA approved laboratory.

ARTICLE XXVII FULLY - BARGAINED PROVISIONS

CLERICAL, PUBLIC WORKS BLUE COLLAR AND WATER AND SEWER UTILITY
EMPLOYEES:

A. This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. 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 parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXVIII SEPARABILITY AND SAVINGS

CLERICAL, PUBLIC WORKS BLUE COLLAR AND WATER AND SEWER UTILITIES
EMPLOYEES:

In the event that any portion of this agreement shall be made inoperative by reason of Judicial or Administrative ruling, State or Federal Law, or Civil Service Rules and Regulations, that portion declared to be inoperative shall be renegotiated with the Union and the Township at the time that the portion became inoperative. All other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIX DURATION OF AGREEMENT

CLERICAL, PUBLIC WORKS BLUE COLLAR AND WATER AND SEWER UTILITY
EMPLOYEES:

This Agreement shall be in full force and effect as of January 1, 2016 and shall remain in full force and effect through December 31, 2015. The Agreement shall continue in effect from year to year after December 31, 2020, unless one or more of the parties hereto shall notify the other parties hereto in writing, at least ninety (90) calendar days prior to the expiration date of this Agreement. In the event that such notice is given, negotiations for a new Agreement shall begin not later than sixty (60) days prior to the expiration date of this Agreement.

SIGNATURE SHEET

In Witness Whereof, the parties hereto have caused this Agreement to be executed by the parties and attested by their Clerk and Secretaries, respectively, and their seals to be hereto affixed on this 5th day of February, 2018

Communications Workers of America
AFL-CIO

Adam Liebtag
Adam Liebtag, President

Ruth L. Barrett
CWA National Representative

Florence McNamara
Florence McNamara
Lead Staff Representative

Helene Hark
Helene Hark, Shop Steward
Clerical Bargaining Committee

Ray Burgess
Ray Burgess, Shop Steward
Blue Collar Bargaining Committee

Ryan Kakowski
Ryan Kakowski,
Blue Collar Bargaining Committee

Kathleen Phillips
Kathleen Phillips, Shop Steward
Clerical Bargaining Committee

Michael Johnston Sr.
Michael Johnston Sr., Shop Steward
Sewer Bargaining Committee

Township of Delran

Ken Paris
Ken Paris, Mayor

Jeffrey S. Hatcher
Township Administrator

Jamey Eggers
Jamey Eggers
Township Clerk

ATTACHMENT "A"

CLERICAL EMPLOYEES HIRED PRIOR TO 9/1/2014

Deputy Court Clerk 1-5 years' experience (Annual Salary)
 Clerk Typist
 Account Clerk

	Base	1	2	3	4	5
2016	\$39,701	\$40,043	\$40,383	\$41,058	\$41,742	\$42,426
2017	\$40,495	\$40,844	\$41,191	\$41,879	\$42,577	\$43,275
2018	\$41,305	\$41,661	\$42,015	\$42,717	\$43,429	\$44,141
2019	\$42,131	\$42,494	\$42,855	\$43,571	\$44,298	\$45,024
2020	\$43,184	\$43,556	\$43,926	\$44,660	\$45,405	\$46,150

Deputy Court Clerk 6+ years
 Sr. Clerk Typist
 Sr. Assessing Clerk
 Sr. Police Records Clerk
 Tech. Asst. Office of Construction Official
 Deputy Tax Collector
 Data Machine Operator
 Secretary Board/Commission
 Senior Tax Clerk
 Senior Account Clerk

	Base	1	2	3	4	5
2016	\$45,133	\$46,725	\$47,612	\$48,419	\$49,348	\$50,748
2017	\$46,036	\$47,660	\$48,564	\$49,387	\$50,335	\$51,763
2018	\$46,957	\$48,613	\$49,535	\$50,375	\$51,342	\$52,798
2019	\$47,896	\$49,585	\$50,526	\$51,383	\$52,369	\$53,854
2020	\$49,093	\$50,825	\$51,789	\$52,668	\$53,678	\$55,200

ATTACHMENT "A" - CONTINUED

NEW HIRE RATE FOR CLERICAL EMPLOYEES HIRED ON OR AFTER
SEPTEMBER 1, 2014

Deputy Court Clerk 1-5 years' experience
Clerk Typist
Account Clerk

	Base	1	2	3	4	5
2016	\$37,412	\$37,733	\$38,054	\$38,690	\$39,335	\$39,978
2017	\$38,160	\$38,488	\$38,815	\$39,464	\$40,122	\$40,778
2018	\$38,923	\$39,258	\$39,591	\$40,253	\$40,924	\$41,594
2019	\$39,701	\$40,043	\$40,383	\$41,058	\$41,742	\$42,426
2020	\$40,694	\$41,044	\$41,393	\$42,084	\$42,786	\$43,487

Deputy Court Clerk 6+ years
Sr. Clerk Typist
Sr. Assessing Clerk
Sr. Police Records Clerk
Tech. Asst. Office of Construction Official
Deputy Tax Collector
Data Machine Operator
Secretary Board/Commission
Senior Tax Clerk
Senior Account Clerk

	Base	1	2	3	4	5
2016	\$42,529	\$44,030	\$44,866	\$45,626	\$46,781	\$47,821
2017	\$43,380	\$44,911	\$45,763	\$46,539	\$47,717	\$48,777
2018	\$44,248	\$45,809	\$46,678	\$47,470	\$48,671	\$49,753
2019	\$45,133	\$46,725	\$47,612	\$48,419	\$49,644	\$50,748
2020	\$46,261	\$47,893	\$48,802	\$49,629	\$50,885	\$52,017

ATTACHMENT "A" – CONTINUED

PUBLIC WORKS EMPLOYEES HIRED PRIOR TO 7/1/2009

Public Works/Laborer (per hour)
Road Repairer/Truck Driver

	Base	1	2	3	4	5
2016	\$22.11	\$24.42	\$26.08	\$27.87	\$28.73	\$29.69
2017	\$22.55	\$24.91	\$26.60	\$28.43	\$29.30	\$30.28
2018	\$23.00	\$25.41	\$27.13	\$29.00	\$29.89	\$30.89
2019	\$23.46	\$25.92	\$27.67	\$29.58	\$30.49	\$31.51
2020	\$24.05	\$26.57	\$28.36	\$30.32	\$31.25	\$32.30

Equipment Operator
Heavy Equipment Operator
Motor Broom Operator
Mechanic Mechanic/HVAC-LPL
Mechanic Helper
Parks Maintenance Worker

	Base	1	2	3	4	5
2016	\$22.22	\$24.53	\$26.18	\$28.03	\$28.88	\$29.82
2017	\$22.66	\$25.02	\$26.70	\$28.59	\$29.46	\$30.42
2018	\$23.11	\$25.52	\$27.23	\$29.16	\$30.05	\$31.03
2019	\$23.57	\$26.03	\$27.77	\$29.74	\$30.65	\$31.65
2020	\$24.16	\$26.68	\$28.46	\$30.48	\$31.42	\$32.44

ATTACHMENT "A" CONTINUED

HOURLY RATE FOR NEW HIRES IN PUBLIC WORKS DEPARTMENT
HIRED ON OR AFTER 7/1/2009

Laborers

Road Repairer

Truck Drivers

	Base	1	2	3	4	5
2016	\$14.00	\$15.23	\$16.40	\$17.56	\$18.74	\$19.92
2017	\$14.28	\$15.53	\$16.73	\$17.91	\$19.11	\$20.32
2018	\$14.57	\$15.84	\$17.06	\$18.27	\$19.49	\$20.73
2019	\$14.86	\$16.16	\$17.40	\$18.64	\$19.88	\$21.14
2020	\$15.23	\$16.56	\$17.84	\$19.11	\$20.38	\$21.67

Equipment Operator

Heavy Equipment Operator

Motor Broom Operator

Mechanic Mechanic/HVAC-LPL

Mechanic Helper

Parks Maintenance Worker

Building Maintenance Worker/Maintenance Repairer

	Base	1	2	3	4	5
2016	\$22.22	\$24.53	\$26.18	\$28.03	\$28.88	\$29.82
2017	\$22.66	\$25.02	\$26.70	\$28.59	\$29.46	\$30.42
2018	\$23.11	\$25.52	\$27.23	\$29.16	\$30.05	\$31.03
2019	\$23.57	\$26.03	\$27.77	\$29.74	\$30.65	\$31.65
2020	\$24.16	\$26.68	\$28.46	\$30.48	\$31.42	\$32.44

SEWER EMPLOYEES HOURLY RATES

	2016	2017	2018	2019	2020
T.A.	\$23.82	\$24.30	\$24.79	\$25.29	\$25.92
M.J.	\$29.30	\$29.89	\$30.49	\$31.10	\$31.88
W.M.	\$22.07	\$22.51	\$22.96	\$23.42	\$24.01
W.Y.	\$28.70	\$29.27	\$29.86	\$30.46	\$31.22

SEWER DEPARTMENT NEW HIRE BASE HOURLY RATE INCREASES
WITHOUT AN "S1" LICENSE

Laborers

Assistant Plant Operators

Plant Operators

	2016	2017	2018	2019	2020
Base	\$15.81	\$16.13	\$16.45	\$16.80	\$17.22
Step 1	\$16.32	\$16.65	\$16.98	\$17.32	\$17.75
Step 2	\$16.82	\$17.16	\$17.50	\$17.85	\$18.30
Step 3	\$17.32	\$17.67	\$18.02	\$18.38	\$18.84

The above rates do not include Level 1 through 4 License increases as outlined in Article XXIV letter "C".

SEWER DEPARTMENT NEW HIRE BASE HOURLY RATE INCREASES
WITH AN "S1" LICENSE

	2016	2017	2018	2019	2020
	\$17.76	\$18.65	\$19.65	\$20.04	\$20.54

The above rates do not include Level 1 through 4 License increases as outlined in Article XXIV letter "C".

ATTACHMENT "B"

WATER AND SEWER UTILITY EMPLOYEES – LONGEVITY SCHEDULE

<u>Name</u>	<u>Hire Date</u>	<u>Per Annum Amount</u>	<u>Effective Date</u>
W.Y.	6/2/92	\$850.00 per year	January 1, 2016
M.J.	7/27/94	\$850.00 per year	January 1, 2016
T.A.	4/9/98	\$850.00 per year	January 1, 2016
M.B.	10/20/99	\$850.00 per year	January 1, 2016
W.M.	10/20/99	\$850.00 per year	January 1, 2016
J.S.	5/19/08	\$550.00 per year	January 1, 2016
J.W.	4/23/14	\$450.00 per year	January 1, 2018
B.B.	11/6/17	\$450.00 per year	January 1, 2021
R.W.	11/6/17	\$450.00 per year	January 1, 2021

Drugs and Alcohol Policy

The Township recognizes that the use of controlled substances and the abuse of alcohol pose a threat to the health and safety of all employees. Therefore, it is the intent of the Township to provide for a drug free work environment in which the sale, distribution, possession, use, exchange or presence of alcohol or unlawful drugs will not be tolerated.

This policy establishes a program designed to help identify and address the misuse of alcohol and/or unlawful drugs by employees. The policy provides reasonable suspicion testing for alcohol and controlled substance abuse for Township employees. This Policy is applicable to all Township personnel to the extent that it does not conflict with the Attorney General Guidelines for Drug and Alcohol Testing for police officer or with 49 CFR Ch. III, Part 382, Controlled Substances and Alcohol Use and Testing, for employees with a commercial driver's license. Otherwise the Attorney General Guidelines and 49 C.F.R. Ch. III, Part 382 shall apply.

An employee found intoxicated or under the influence of alcohol or drugs during working hours shall be immediately removed from the workplace and will be subject to the provisions of the Township's Reasonable Suspicion & Controlled Substance Testing Program.

Employees must notify their supervisor within five (5) days of conviction for a drug or alcohol related violation, whether or not the violation occurred in the workplace.

Employees using prescription drugs that may effect job performance or safety must notify their supervisor or Department Head who is required to maintain the confidentiality of any information regarding an employee's medical condition in accordance with the Health Insurance Portability and Protection Act.

Definitions:

Adulterated or Substituted Specimens - Specimens determined to contain adulterants that were either ingested by an individual prior to giving a specimen or that were added by an individual in an attempt to mask a positive result. Substituted specimens are those that have been determined not to be from the original donor. A urine drug screen result that has been reported as adulterated or substituted will constitute a refusal to test. In these scenarios, a refusal to test constitutes a positive result.

Alcohol - The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

Alcohol Concentration (or contact) - The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

Alcohol Use - The consumption of any beverage, mixture or preparation including any medication containing alcohol.

Confirmation Test - For alcohol testing this means a second test, following a screening test, with a result of 0.02% or greater, that provides quantitative data of alcohol concentration. For controlled substance testing this means a second analytical procedure to identify the presence of a specific drug or metabolite that is independent of the screening test and which uses a different technique and chemical principle from that of the screening test.

Controlled Substance - A drug or chemical, which include but are not limited to:

- Marijuana
- Cocaine
- Opiates
- Phencyclidine (PCP)
- Amphetamines

Dilute Specimens - Urine drug tests that are reported as negative but dilute, must be retaken as soon as possible. This does not have to be a witnessed specimen as with the previous regulation.

Driver - Any employee, whether full or part time that operates any type of motorized equipment.

Employee - Any person employed by the Township.

Motor Vehicle - Any motorized equipment used in transport of, but not limited to, passengers, product, chemicals, and waste.

On Duty - An employee who is clocked in or otherwise reported for his/her shift.

Performing (Safety-Sensitive Function) - An employee is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform or immediately available to perform any Safety-Sensitive Functions.

Refusal-to-Submit - When an employee fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing or fails to provide adequate urine for controlled substance testing without a valid medical explanation after he or she received notice of the requirement for urine testing or engages in conduct that clearly obstructs the testing process.

Return-To-Work Process - The successful completion of the education, rehabilitation and treatment process as outlined in this policy.

Safety-Sensitive Functions - Any and all activities, conducted on behalf of the Township while either on or off Authority facilities, including, but not limited to, driving or riding in personal or Township vehicles or other motorized equipment.

Screening Test - In alcohol testing, these are analytical procedures to determine whether an employee may have a prohibited concentration of alcohol in their system. In controlled

substance testing, it is an immunoassay screening to eliminate negative urine specimens from further consideration.

Stand Down - Temporarily removing employees from their safety sensitive duties after a confirmed positive, adulterated or substituted laboratory result has been verified.

Vendor - The private concern contracted to perform services pertinent to this policy on behalf of the Township.

General

The Township will not tolerate substance abuse of any kind on its equipment, premises or any other property owned by the Township.

Employees engaging in prohibited alcohol or drug use, including the consumption, possession, distribution or storage of alcohol or a controlled substance during working hours or while on any facility owned or operated by the Township will be subject to disciplinary procedures.

Any employee taking a prescribed medication or over-the-counter drug that may affect their work efficiency or judgment or that might increase the potential for injury to the affected employee or others must notify their supervisor upon arriving for work.

Any employee involved in a motor accident that occurs while operating any Township motorized equipment that results in personal injury, death or property damage shall be required to submit to a post-accident drug and alcohol test.

Prohibitions

Alcohol Concentration - No employee shall report for duty or remain working while having an alcohol concentration of 0.02% or greater. The Township shall not allow an employee to continue working or perform Safety-Sensitive Functions while having actual knowledge that an employee has an alcohol concentration of 0.02% or greater.

On Duty Use - No employee shall use alcohol and or controlled substances while working on behalf of the Township. The Township shall not allow an employee to continue working or perform Safety-Sensitive Functions while having actual knowledge that the employee is using alcohol and or controlled substances.

Pre-Duty Use - No employee shall work on behalf of the Township within four (4) hours after consuming alcohol. The Township shall not allow an employee to continue working or perform safety-sensitive functions while having actual knowledge that the employee has used alcohol within four hours prior to commencement of work.

Use Following an Accident - Any employee required to take a post accident drug and alcohol test is prohibited from consuming alcohol for eight hours following the accident or until they complete a post-accident alcohol test, whichever occurs first.

Refusal to Submit to a Required Alcohol and Controlled Substance Test - No employee shall refuse to submit to a post-accident alcohol and controlled substance test, or a reasonable suspicion alcohol and controlled substance test required by this policy. The Township shall prohibit an employee who refuses to submit to a random or reasonable suspicion alcohol and controlled substance test from working or performing Safety-Sensitive Functions. A refusal to test constitutes a positive result and is grounds for disciplinary action.

Category of Tests

Post-Employment Offer Testing - Following an offer of employment by the Township and as part of a preemployment placement medical examination, the applicant shall undergo testing for alcohol and controlled substances. The Township shall not recognize an applicant as an "employee" until he/she has been administered an alcohol test with a result indicating an alcohol concentration of no greater than 0.01 % and has received a controlled substances test result from the Medical Review Officer (MRO) verifying a negative test result. If an alcohol test result indicates an alcohol content of 0.01 % or greater or if the specimen has been reported adulterated or substituted or the controlled substances test is positive for a prohibited substance, the offer of employment shall be considered null and void and withdrawn immediately by the Township.

Post-Accident Testing - As soon as practicable following an accident, the Township may have tests for alcohol and controlled substance administered to each surviving employee when the accident involves personal injury, death or property damage.

The following conditions shall apply when an employee receives a citation under state or local law for a moving violation arising from an accident:

- **Alcohol Test** - An alcohol test shall be administered within 2 hours following the accident. In the event that the testing is not administered within the two (2) hour period, the Township shall prepare and maintain a record stating the reasons the test was not promptly administered.
- **Controlled Substances Tests** - If a test is not administered within 32 hours following the accident, the Township shall cease attempts to administer a controlled substance test and prepare and maintain a record stating the reasons the test was not promptly administered.

An employee who is subject to post accident testing shall remain readily available for such testing or may be deemed by the Township to have refused to submit to testing.

The Township shall instruct employees with necessary post-accident information, procedures and instructions, prior to the employees operating any motorized equipment.

Reasonable Suspicion Testing:

The Township shall require an employee to submit to an alcohol or a controlled substance test when the Township has reasonable suspicion to believe he/she has violated the prohibitions of this policy. The Township's determination that a reasonable suspicion exists to require an employee to undergo an alcohol and/or a controlled substance test is to be based on specific observations concerning the appearance, behavior, and speech or body odors of the individual.

The required observations for alcohol and/or controlled substances reasonable suspicion testing shall be made by a supervisor or other Township official who is trained in accordance with the provisions of this policy. The observation shall be communicated to the Administrator, who may request that a trained police officer discreetly observe the employee. If it is determined that there is reasonable suspicion, the Administrator shall arrange for a drug or alcohol test.

Notwithstanding the absence of a reasonable suspicion alcohol test, no employee shall report for work or perform a Safety-Sensitive Function while under the influence of or impaired by alcohol or a controlled substance as indicated by the behavioral, speech and performance indicators of alcohol misuse until an alcohol test is administered and the employee alcohol concentration measures less than 0.02% or twenty-four hours have elapsed following the determination that there is reasonable suspicion to believe that the employee has violated the prohibitions of this policy.

A written record shall be made of the observations leading to a controlled substance reasonable suspicion test and signed by the supervisor or Township employee who made the observation within 24 hours of the observed behavior or before the results of the controlled substance test are released, whichever is earlier.

Return to Duty Testing:

Before an employee can return to work after engaging in prohibited conduct involving the use of alcohol, the employee shall undergo a return to duty alcohol test with a result indicating an alcohol concentration of less than 0.02%. Before an employee can return to work after engaging in conduct involving the use of a controlled substance the employee shall undergo a return to duty controlled substance test indicating a verified negative result for controlled substance use.

Follow-up Testing:

Following a determination that an employee is in need of assistance in resolving problems associated with alcohol misuse or use of controlled substances, the employee shall be subject to unannounced follow-up alcohol and/or controlled substance testing.

Handling of Test Results, Record Retention and Confidentiality

Retention of records - The Township is required to maintain or have maintained the records of its alcohol and controlled substance use prevention programs for the duration indicated as stated herein for at least five years.

The following records shall be maintained pertinent to the collection process:

- Collection log books
- Documents relating to the random selection process
- Calibration documentation for evidential breath testing devices
- Documentation of Breath Alcohol Technician Training
- Documents generated in connection with decision to administer reasonable suspicion alcohol and/or controlled substance tests
- Documents verifying existence of a medical explanation of the inability of an employee to provide adequate breath or to provide a urine specimen for testing
- Documents generated in connection with decisions on post-accident tests
- Consolidated annual calendar year summaries

Records Related to Employee Test Results:

- The Township's copy of the alcohol test form, including the results of the test
- The Township's copy of the controlled substances test chain of custody and control forms
- Documents sent by the Medical Review Officer to Township
- Documents related to the refusal of any employee to submit to an alcohol or controlled substances test
- Documents provided by an employee to dispute the results of an alcohol or controlled substances test

Records Related to Other Violations:

- Records pertaining to a determination by a Substance Abuse Professional concerning an employee's need for assistance
- Records concerning an employee's compliance with recommendations of the Substance Abuse Professional

Records Related to Education and Training:

- Materials on alcohol misuse and controlled substance use awareness
- Documentation of compliance with State and Federal regulations, including the employee's signed receipt of educational materials
- Documentation of training provided to supervisors for the purpose of qualifying the supervisors to make a determination concerning the need for alcohol and/or controlled substances testing based on reasonable suspicion
- Certifications of any training conducted

Records Related to Drug Testing:

- Agreements with collection site facilities, laboratories, Medical Review Officers and consortia
- Names and positions of officials and their role in Authority alcohol and controlled substances testing programs
- Monthly laboratory statistical summaries of urinalysis
- Authority drug testing policy and procedures

The Vendor chosen by the Township to implement and monitor the program will retain all records to insure compliance with the Federal standards. Copies of limited, non-confidential

information pertaining to compliance with the program and the results of testing will be made available to the Township.

Access to Facilities and Records:

Except as required by law or expressly authorized, the Township will not release employee information that is contained in confidential employment records.

Any written requests for verification of employment of any individual who is employed by the Township should be referred to the Business Administrator. The Township does not provide verbal responses to request for employment verification. Thus, these requests must be in writing.

No employee is authorized to speak on behalf of the Township with respect to matters involving the verification of employment of any employee of the Township of Delran other than the Business Administrator.

An employee is entitled to review the documents contained within his or her personnel file by complying with the following procedure:

- 1. Submit a written request to the Business Administrator for an appointment to review one's personnel file;**
- 2. A mutually convenient date and time for this appointment will be scheduled by the Business Administrator or his designee;**
- 3. Under no circumstances will any employee be permitted to remove any document from his or her personnel file.**
- 4. Employees who wish to receive copies of documents contained within their personnel files shall forward a written request for same to the Business Administrator.**
- 5. Employees will be charged a nominal fee by the Township for any copies of documents made per these requests to cover the expense of copying same.**

Alternatively, an employee may make a written request for copies of records contained within their personnel files for a nominal fee. These requests should be forwarded to the attention of the Business Administrator.

For further information, see the Employee Personnel File Policy.

Medical Review Officer (MRO):

The Township shall require the Vendor to act as the Medical Review Officer (MRO) who is a licensed physician and shall designate the MRO as the individual responsible for receiving and reviewing laboratory results generated by the testing program.

The MRO must submit a signed, written notification within three business days of completion of review of the test results.

The Medical Review Officer (MRO) Shall Report the Following Information:

The Township emphasizes the importance the MRO has with enforcing and validating the entire drug and alcohol process. The MRO's responsibilities include administrative review of all pertinent documents to verify:

- That the controlled substances test being reported
- The name of the individual for whom the test results are being reported
- The type of test indicated on the custody and control form
- The date and location of the test collection
- The identities of the persons or entities performing the collection, analysis of the specimens and serving as the MRO for the specific test
- The verified results of a controlled substances test, either positive or negative, and if positive, the identity of the controlled substance(s) for which the test was verified positive

After receiving a "positive" result from the laboratory, the MRO shall make every reasonable effort to contact the employee (with confidentiality) to discuss the test results before verifying a positive or negative result. If after making all reasonable efforts with appropriate documentation, the MRO is unable to reach the employee directly, the MRO shall contact the Executive Director of the Authority who shall direct the employee contact the MRO as soon as possible (within 24 hours).

Medical Review Officer (MRO) Record Retention for Controlled Substances:

- The MRO shall maintain all dated records and notifications, identified by individual for verified positive controlled substances test results for the duration required by the appropriate DOT Agency
- The MRO shall maintain all dated records and notifications, identified by individual, for negative and cancelled control substance tests for the duration required by the appropriate DOT Agency
- No person may obtain an employee's controlled substance test results retained by the MRO without first obtaining a specific written authorization from the tested employee. Nothing shall prohibit the MRO from releasing to the Authority or Federal, State or local officials non-confidential information relating to the Authority's controlled substances testing program.

Employer Notifications:

- The Vendor shall notify the Township of the results of a post-employment offer examination. The individual tested during the post-employment offer examination may request a copy of the results within 60 calendar days of being notified of the disposition of the employment application.

- The Vendor shall notify the Township and the employee of the results of random, reasonable suspicion and post-accident test for controlled substances if the test results are verified positive.
- The Vendor shall make reasonable efforts to contact and request each employee who submitted a specimen under this program, regardless of employment status, to contact and discuss the results of the controlled substance test with the MRO.
- The Vendor shall immediately notify the Township that the employee has been notified to contact them within 24 hours.

Release of Alcohol and Controlled Substances Test Information by Previous Employers:

- The Township shall obtain, pursuant to an applicant's consent, information on the applicant's alcohol test with concentration results of 0.02% or greater, positive controlled substances test results and refusals to be tested within the preceding two years.
- All information will be obtained and reviewed by the Township within 14 calendar days from the first time an employee performs a Safety-Sensitive Function for Authority. If the information is not obtained prior to the employee performing a Safety-Sensitive Function, Township may not permit an employee to perform a Safety-Sensitive Function after 14 days without obtaining the information
- If the employee stops performing a Safety-Sensitive Function prior to the 14 days without the Township obtaining the information, Township must still obtain the information
- The Township will maintain a written, confidential record with respect to each of the past employers contacted
- An employee shall not perform a Safety-Sensitive Function if the Township obtains information on the employee's alcohol test with a concentration of 0.02% or greater, verified positive controlled substances test results or refusal to be tested by the employee, without a subsequent Substance Abuse Professional evaluation undertaken by the employee and information relative to the results of such an examination being provided to the Township

Consequences For Drivers and Employees Engaging in Substance Use-Related Conduct

Removal From Safety-Sensitive Functions:

No employee shall perform a Safety-Sensitive Function, including, but not limited to, driving any motorized equipment if the employee has engaged in conduct prohibited by this policy. The Township shall not allow an employee to perform a Safety-Sensitive Function if the Township has determined that the employee has violated this policy.

Other Alcohol Related Conduct:

Any employee tested and found to have an alcohol concentration of 0.02% or greater shall not work or perform a Safety-Sensitive Functions for the Township, including driving any motorized equipment.

Penalties:

Rehabilitation and Discipline:

1st Offense:

Employees who violate the provisions of the policy are required to participate in an Employee Assistance Program (EAP) if there is a positive test result. Participation in the EAP and completion of a rehabilitation program approved by Township shall be prerequisite to continued employment. *Refusal to enroll in a rehabilitation program within two weeks of a positive test result or to complete a full course of rehabilitation after entry shall be cause for dismissal. The cost of a rehabilitation program will be borne by the employee whether or not covered in whole or in part by the health benefits currently available to the employee at the time of the positive result.*

A positive alcohol test is one with a level of .020 or greater. Employees with a pattern of readings between .001 and .019 will also be subjected to the same procedure and required to enroll in and complete a mandatory counseling program. A pattern is three or more occasions of readings between .001 and .019 within a twelve-month period. A positive drug test is one where the employee tests positive for illegal or non-prescribed drugs.

In addition to completing a required course of rehabilitation, employees shall be subject to the following discipline:

- Following the confirmation of a positive test, the employee shall be suspended without pay until such time as the employee successfully completes a rehabilitation program and/or is medically cleared.
- In the case of an alcohol test result between .001 and .019, the penalty would be limited to a suspension for the remainder of that day's shift with loss of pay for that day if a pattern is identified. If a pattern is identified, then the employee shall be suspended without pay until such time as the employee successfully completes a rehabilitation program or is medically cleared.

Confirmation of an employee's successful completion of a rehabilitation program and/or the employee being cleared to return to a Safety-Sensitive Function must be provided to the Township in writing on the letterhead of the physician that provided the rehabilitation treatment and/or is clearing the employee.

2nd Offense:

Employees that are found in violation of the provisions of the policy for a second time are subject to dismissal.

ATTACHMENT "D"

LOCAL GOVERNMENT EMPLOYEES

And State Employees not covered under the labor agreements listed above

Retail Pharmacy co-payments amounts – up to 90 day supply

<u>SUPPLY</u>	<u>GENERIC</u>	<u>BRAND NAME DRUG</u>
01-30	\$3	\$10
31-60	\$6	\$20
61-90	\$9	\$30

Mail Order copayment amounts – up to 90-day supply

<u>SUPPLY</u>	<u>GENERIC</u>	<u>BRAND NAME DRUG</u>
01-90	\$5	\$15

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
LOCAL 1036
AND
THE TOWNSHIP OF DELRAN

THIS AGREEMENT is made and entered into by and between The Communications Workers of America, AFL-CIO, Local 1036 (hereinafter referred to as the Union) and the Township of Delran (hereinafter referred to as the Employer):

WHEREAS, the parties to this agreement voluntarily resolve the disputed matter and enter into the following Memorandum of Understanding which fully disposes of all issues in controversy of this disputed matter between the Union and the Employer;

The Union and the Employer negotiated a successor 2012 through 2015 contract agreement for Delran Township Employees and former Delran Sewerage Authority employees which are represented by the Union;

The parties negotiated a new definition for Permanent part time Clerical and Public Works Blue Collar employees as described in Article XIX, A1 of the successor agreement which defines two types of part time employees, Part-time I and Part-time II;

The newly negotiated definition for Part-time 1 employees provides that these employees are eligible to receive a new benefit of (4) four hour paid personal days during the course of each contract year as described in Article XIX item "e" "Personal Days" in the new agreement. The newly negotiated definition does not affect Part-time II employees;

The disputed issue between the parties involves retroactively paying the (4) four hour personal days to each Part-time 1 employee for the contract years of 2012 and 2013, and providing the ability for each employee to use the (4) four hour paid personal days in the year 2014, between September and December to avoid any loss, as paid personal days are not eligible to be carried over into the next contract year;

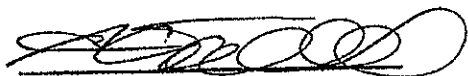
NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties, the parties agree to the following:

1. The (4) four hour paid personal days shall not be retroactively paid to the newly defined Part-time 1 Employees for the 2012 contract year;
2. The (4) four hour paid personal days shall not be retroactively paid to the newly defined Part-time 1 Employees for the 2013 contract year;
3. All newly defined Part-time 1 Employees shall receive (2) of the (4) four hour paid personal days in the 2014 contract year;
4. The Employer shall provide the newly defined Part-time 1 Employees with the ability to schedule the (2) four hour paid personal days for the contract year 2014, prior to December 31st and said employees shall suffer no loss of said (2) four hour paid personal days;
5. Newly defined Part-time 1 Employees shall receive (4) four hour paid personal days in the 2015 contract year and thereafter.

This Memorandum of Understanding fully and finally disposes of all issues in controversy of this disputed matter. It is reached by way of compromise.

The Memorandum of Understanding represents the complete agreement between the parties and all terms and conditions agreed to by the parties are accordingly found herein.

Communications Workers of America
Local 1036

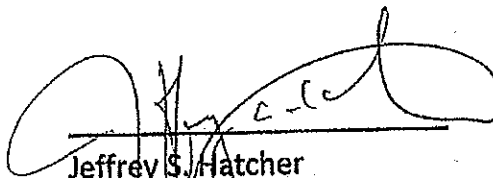


Anthony Tallarico
Assistant to the President

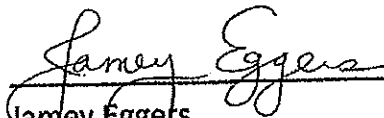


Florence McNamara
Staff Representative

Township Of Delran



Jeffrey S. Hatcher
Township Administrator



Jamey Eggers
Township Clerk