

MEMORANDUM OF AGREEMENT

Between Mt. Laurel Township and Communications Workers of America, AFL-CIO Supervisory Employees

The respective Negotiating Committees of Mt. Laurel Township and the Communications Workers of America, AFL-CIO, Supervisors Unit, hereby agree to the following terms for a successor collective bargaining agreement for the Supervisory Employee unit effective January 1, 2017 to December 31, 2019.

1. This Memorandum of Agreement is subject to ratification by the Mt. Laurel Township governing body and the rank and file membership of the Union in the Supervisor Unit and the approval of the Administrator Clerical unit for any change in the composition of the unit referenced in Section 17, below.

2. The respective Negotiating Committees, shall recommend these terms to their respective constituents for approval.

3. All previous proposals and counterproposals not addressed herein shall be deemed withdrawn by the respective parties, and except as modified herein, the terms of the new three year collective bargaining agreement between CWA and the Township shall be the same as the terms set forth in the January 1, 2013 to December 31, 2016 Agreement, save for updating of dates, as required.

4. **Wage increases:**

2017: 1.9% (retroactive to January 1, 2017)
2018: 1.9% Effective January 1, 2018
2019: 1.9% Effective January 1, 2019

5. **Article II Hours of Work:** Insert “Township” in front of “Manager” in Section 4.

6. **Article IX Grievance Procedure:**

Section C

Step 1: Add “grievant or the Union” and modify time period to initiate grievance to 20 working days from date of the occurrence giving rise to the grievance or from date when grievant should reasonably have known of its occurrence.

Add to Step 1: “In the event that a grievance concerns a group of employees of a unit wide, the informal discussion prior to filing at Step 1 shall be between the Union and the Township Manager.”

Section E

Subsection 5: Modify as follows: At the time the Department Head issues an approved notice of major disciplinary action **up to and including** termination, a provisional employee...”

Subsection 6: Modify as follows: “Provisional employees in the working test period receiving ~~any~~ **minor** discipline shall not be eligible to proceed to arbitration. The final determination for a provisional in the working test period will be determined by the ~~Office of Administrative Law (“OAL”)~~ **Civil Service Commission** for a new working test period appeal.”

7. **Article X Union Rights:**

Amend Section A, as follows: A list of new hires will be furnished to the Union with ten (10) days after they have been hired. The list will include name, address, job title, salary, work email and telephone number, and date of hire.

Amend Section C, as follows:

3. The use of the interoffice and interoffice mail system, including e-mail. Its use shall be limited to use for notifications of meetings and dissemination of information in the same way as use of a Union bulletin board.”

Add 6. The opportunity to speak with new workers about joining the Union, provide information concerning Union membership and representation.

Add 7. A reasonable amount of time to investigate grievances and other workplace issues without loss of pay. Request for such leave shall be made by authorized union representative to his or her immediate supervisor and shall not be unreasonably denied.

Amend Section E as follows: Delete “The opportunity to speak with new works and ask them to join the Union.”.

8. **Article XI Personnel Files:**

Section C: Replace existing language with the following:

“In any disciplinary proceedings commenced by the Township, warnings, reprimands and/or corrective actions (excluding suspensions and demotions) that occurred more than twenty four (24) months prior to the disciplinary action under review shall not be considered, so long as there have not been any warnings, reprimands and/or corrective actions within the twenty-four (24) month period.”

9. **Article XII Health Benefits:**

Contributions to stay at Chapter 78 Tier IV rates and Rx to remain at 50%

Section B: Change “qualifies” to “qualify.”

Section C(1): Delete “and employees.”

10. **Article XIII Seniority**

Section C: Modify second sentence as follows: In the event there are no volunteers, the vacancy shall be filled, subject to qualifications, by inverse order of seniority.”

11. **Article XIV Job Posting/Layoffs:**

Section A: The employer shall post on all appropriate bulletin boards and electronic/online internal employee information portals advance notice for ten (10) working days any position to be filled.

Section D: Change “Personnel Officer” to “Township Manager”

12. **Article XV Workers Compensation**

Section C: Amend as follows:

When an employee is injured on duty, he/**she** shall notify his/**her** immediate supervisor so that a Departmental Report may be prepared. The employee and his/**her** immediate supervisor are also required to prepare an accident report. Under the State Worker Compensation Law, an employee receives compensation for temporary disability at 70% of their weekly wages, which is subject to a maximum compensation as determined by the Commissioner of Labor. The employee has the option of Worker's Compensation running concurrently along with use of sick time and vacation time in order to reach 100% pay. Credit for sick and vacation leave shall continue to accrue to employee's benefit during a leave of absence without pay for an injury for which the employee is entitled to Worker's Compensation benefits.

13. **Article XIX Sick/Medical Leave**

Section A: Amend first sentence as follows:

Sick leave for the purposes herein is defined to mean absence of any employee from duty because of personal illness which prevents ~~him/her doing from~~ **performing** the usual duties of his/**her** position, exposure to contagious disease, doctor's appointment or a short period of emergency attendance upon a member of his/**her** immediate family (as defined) who is ~~critically~~ **seriously** ill and requires the presence of the employee.

Section D: Catastrophic Illness Policy

Delete D(4)

14. **Article XXII Pregnancy Disability/Child Care and Family Leave**

Add reference to New Jersey Paid Family Leave

Section A: Add "in accordance with state and federal statutes and regulations"

Section B: Modify to read, "...upon written request to the **Township Manager**"

15. **Article XXX Equal Treatment**

Delete "favoritism."

16. **Article XXXI**

Boot allowance of \$200.00

17. The following titles shall be included in this bargaining unit:
Building Sub-Code Official

Plumbing Sub-Code Official
Fire Protection Sub-Code Official
Elevator Sub-Code Official
Any future Sub-Code Officials

Dated: July 31, 2017

MT. LAUREL TOWNSHIP

COMMUNICATIONS WORKERS
OF AMERICA









