

**MANSFIELD TOWNSHIP
BURLINGTON COUNTY**

RESOLUTION 2022-10-8

**RESOLUTION AUTHORIZING EXECUTION OF A COLLECTIVE NEGOTIATIONS
AGREEMENT BETWEEN TOWNSHIP OF MANSFIELD AND THE COMMUNICATIONS
WORKERS OF AMERICA LOCAL 1036**

WHEREAS, representatives of the Township Committee of the Township of Mansfield (“Township”) and representatives of the Communication Workers Of America Local 1036 (“CWA”) have been conducting negotiations to reach a successor Agreement to the 2016-2020 Collective Negotiations Agreement (“Agreement”), and

WHEREAS, the parties have completed those negotiations and reduced the resultant agreements to writing as set forth in the attached agreement for the Years 2021-2024; and

WHEREAS, the Township Committee has reviewed the attached Agreement between the Township and CWA, covering the time frame January 1, 2021 through December 31, 2024; and

WHEREAS, said Agreement sets forth the various terms and conditions, rights, privileges, benefits and emoluments that the Parties have agreed to relating to the employment relations; and

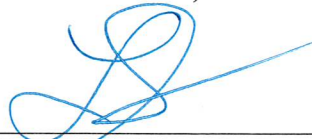
WHEREAS, the salaries and wages to be paid under said agreement were generally authorized under Ordinance 2022-5, which established ranges for the wages to be paid and the wages and salaries set forth in the Agreement fall within the parameters of the ranges established under Ordinance 2022-5.

NOW, THEREFORE, BE IT RESLOVED by the Township Committee of the Township of Mansfield, County of Burlington, State of New Jersey that the Mayor and Township Clerk, Linda Semus, be and are hereby authorized and directed to execute the attached Collective Negotiations Agreement for the Year 2021-2024 between the Township of Mansfield and CWA Local 1036.

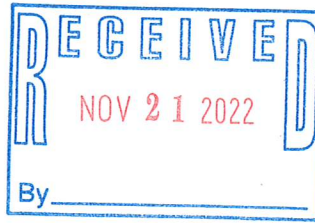
MOTION: OCELLO SECOND: SISZ
ROLL CALL VOTE
AYES: OCELLO, SISZ, TALLON, MOJENA
NAYS: NONE ABSTAIN: NONE ABSENT: GOLENDIA

CERTIFICATION

I, **LINDA SEMUS, RMC, CMR**, Municipal Clerk of the Township of Mansfield, County of Burlington, State of New Jersey do hereby certify the foregoing to be a true and correct copy of the Resolution adopted by the Mansfield Township Committee, County of Burlington, State of New Jersey at their Regular Meeting held on October 19, 2022 at 7:00PM at the Municipal Complex.



LINDA SEMUS, RMC, CMR
Municipal Clerk



**AGREEMENT
BETWEEN**

TOWNSHIP OF MANSFIELD

AND

COMMUNICATIONS WORKERS OF AMERICA LOCAL 1036

JANUARY 1, 2021 TO DECEMBER 31, 2024

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PREAMBLE

This Agreement entered into by the Township of Mansfield (hereinafter referred to as the "Employer") and Communications Workers of America Local 1036 (hereinafter referred to as the "Union") for a negotiations unit covering the regularly employed full-time and part-time Blue Collar Nonsupervisory Workers, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment for the employees represented by the Union.



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ARTICLE 1 – RECOGNITION

A. The Township of Mansfield, Burlington County, hereinafter the “Employer”, hereby recognizes the Communications Workers of America, AFL-CIO, Local 1036 as the bargaining agent for the purpose of negotiating salaries, wages, hours and other legally negotiable conditions of employment for all its employees in the bargaining unit. This unit includes all regularly employed full-time and part-time Blue Collar Nonsupervisory employees employed by the Township. Excluded are managerial executives, confidential employees, craft employees, professional employees, police employees, casual employees, clerical employees and all other employees employed by the Township.

"Part-time employees" are persons employed at least 5 hours per week.

ARTICLE 2 – HOURS OF WORK

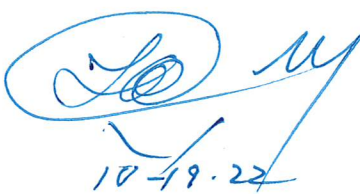
A. Employees will generally work forty (40) hours per week, with a daily schedule of 6:30 a.m. to 3:00 p.m. with a total of thirty (30) minutes duty free for lunch and two fifteen-minute breaks. The parties agree the Township may designate one position to have a daily schedule of 7:00 am to 3:30 pm with a total of thirty (30) minutes duty free for lunch and breaks. The Township retains the prerogative to change the regular work hours as it deems needed to maximize the efficient use of personnel.

B. Where time-clocks are utilized, all unit employees shall clock in at the start of their work shift and clock out at the end of their work shift. Under no circumstances shall any bargaining unit member clock in or clock out for another employee. Employees are paid for the actual hours worked each week, plus any paid leave provided under Article 3 of this agreement.

C. Employees are not authorized to work any hours beyond their normal work week unless the Township Administrator or designee has approved the overtime hours, in advance. Overtime worked without the prior authorization required in this paragraph may result in disciplinary action or termination, and in no event will unauthorized overtime be compensated.

D. For all employees, hours worked in excess of forty (40) hours per week are paid at an overtime rate which is one-and-one-half times the hourly rate. Overtime does not accrue on a daily basis; it only accrues on a weekly basis. Hours credited for sick leave, personal days and any other paid (except for Holidays and Vacation time) or unpaid leave will not be considered as hours worked for purposes of computing overtime.

Holidays and Vacation days shall be considered as hours worked for the purpose of computing overtime. Employee(s) are not required to meet the forty (40) work hour threshold in order to be paid at the overtime rate for hours worked on a holiday. Employees will be paid at double-time (2.0x) rate for hours worked on a Sunday.



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E. When an employee has reported off-duty at the end of his regularly scheduled work day and is called back to work by the Employer, he shall be paid at the minimum of two (2) hours at time and one half time pay.

F. With approval of the Township Administrator, summer hours may be instituted between Memorial Day and Labor Day

G. Employees will receive pay at a rate of time and a half (1.5x) for time worked in excess of forty (40) hours per week.

H. Snow Removal: Effective January 13, 2021, the parties agree as follows regarding overtime for snow removal:

- Unit employees shall conduct snow removal activities as directed by the Township Administrator.
- When Unit employees are called in outside of regular work hours to conduct snow removal activities, they shall receive one-half (1/2) hour of overtime pay as compensation for travel time.
- Unit employees shall be entitled to receive time and a half (1.5x) overtime for any hours worked doing snow removal outside their regular work hours.
- Unit employees shall be compensated for a minimum of two (2) hours work time if they are called in for snow removal.

ARTICLE 3 – LEAVES OF ABSENCE

A. HOLIDAYS. Full-time employees will be compensated for all observed holidays which occur on the employee's scheduled work day as designated in the holiday resolution adopted annually by the Township Committee. All employees regularly scheduled to work seventeen (17) or more hours per week shall receive paid holidays for holidays which occur on the employee's scheduled work day. An employee who is required to work a day scheduled to be a holiday shall receive his or her day's pay for the holiday plus pay for the hours actually worked on the holiday at the rate of one and one-half times his straight time hourly pay. Employees are not required to meet the forty (40) work hour threshold in order to be paid at the overtime rate for hours worked on a holiday. Pay at the overtime rate will be paid for hours actually worked on Holidays.

Holidays shall be considered as hours worked for the purpose of computing overtime.

I. Holidays are as follows (and any other holidays as designated by the Township for other employees):

New Year's Day

Labor Day

Martin Luther King Day

Columbus Day

President's Day

Veterans Day



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Good Friday

Thanksgiving Day

Memorial Day

Day After Thanksgiving

3rd Friday in June

Christmas Day

Independence Day

If a holiday falls on a weekend, employees shall be scheduled off on the preceding Friday or following Monday as set by Township Resolution.

B. VACATION

The number of vacation days to which an employee is entitled is determined by the length of employment with Township. Full-time employees shall earn vacation leave

as follows:

I. After the initial month of employment and up to the end of the first calendar year, employees shall receive one working day for each month of service, up to ten days. Thereafter, employees shall receive paid vacation as follows:

i. From the beginning of the first full calendar year of employment and up to five years of continuous service, 10 working days;

ii. After five years of continuous service and up to 11 years of continuous service, 15 working days;

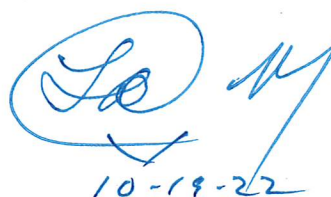
iii. After 11 years of continuous service and up to 17 years of continuous service, 20 working days;

iv. After 17 years of continuous service and up to 24 years of continuous service, 25 working days;

v. Over 24 years of continuous service, 30 working days

2. An employee's full-time length of service with Mansfield Township on his or her anniversary date determines the number of vacation days he or she will be awarded for that year. Vacation days are distributed/calculated beginning January 1 of each year. Calculation is dependent upon anniversary date, but distribution is as of January 1. The Employer will provide employees with an individual vacation allotment.

3. Vacation time is posted to an employee's account in anticipation of employment in the preceding year. Upon leaving employment in good standing, the employee will be compensated for any vacation time that was earned and not yet used. However, an employee who leaves employment having taken vacation days not yet actually earned shall reimburse the Employer the unearned days. The employer may deduct the appropriate reimbursement amount from the employee's last check. If the amount of the last check is insufficient, the employee shall forthwith repay the difference to the Employer.



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4. Vacation days may only be taken in full or half-day increments. The department head will require that the employees select vacations by May 1 of each calendar year. Requests which are received by that date will be approved or denied based upon seniority. If an employee submits a request for vacation after May 1, that request will not receive seniority consideration, but will be approved or denied on a first come, first served basis.

5. Vacation requests which exceed ten (10) working days must be submitted for approval at least four (4) months in advance of the first day of the requested vacation period, and must be approved by the Township Administrator or designee. Vacation requests for less than ten (10) working days must be requested at least five (5) working days in advance.

6. Although all vacation requests will be honored whenever possible, the Township reserves the right, depending upon department staffing needs, to deny vacation leaves and require rescheduling of same.

7. Any vacation time earned by an employee but not used by the end of the next year may be carried over up to the following year, but the time must be used in that succeeding period or it shall be forfeited.

8. Notwithstanding anything herein contained to the contrary, any full-time employee of the Township of at least ten years, shall, upon retirement thereafter, be entitled to receive a lump sum payment for all such accumulated, unused vacation time, including time advanced by the Township to the employee's account under paragraph 3 above (prorated based on the date of retirement), unless the same has already been taken and used by the employee (subject to prorating per Article III.BJ.) Otherwise, there shall be no payment for vacation time accrued.

C. SICK LEAVE

1. Sick leave may be used for personal illness or injury, exposure to contagious disease, care for a seriously ill member of the immediate family or death in the immediate family. All full-time employees shall be entitled to sick leave as follows:

<u>Time of Employment</u>	<u>Number of Sick Leave Days</u>
First Month – hired between 1 st and 10 th day	One day
First Month – hired between 11 th and 20 th day	½ day
First Month – hired on/after 20 th day	No time
Thereafter earned entitlement	One day per month

After completion of the first full year of employment, on January 1st, employees will be entitled to 15 days per year.



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2. If an employee is absent for three (3) consecutive days, or is absent on a Friday and the immediately following Monday, a physician's certificate must be submitted releasing the employee to return to work. Sick leave claimed by reason of quarantine or exposure to a contagious disease may be approved on the certificate of a local department of health, or the Township physician.

3. If an employee is unable to work for an extended period of illness or injury that is not job-related, and uses all of his or her sick leave, vacation and personal leave, an unpaid leave of absence may be granted by the Township Committee upon a written request from the employee. If an employee is unable to report to work because of injury or illness, the employee must speak directly with the Township Administrator or designee no less than one (1) hour before the official start time. If the employee is unable to reach either of them, the employee may leave a message with the Township Administrator or designee, who shall return the phone call as soon as possible. The employee may be required to submit official proof of injury or illness, which must be signed and not stamped by the attending physician, up request. Failure to follow established sick leave procedures could result in denial of sick leave for an absence, or in other disciplinary action. If the illness is job-related the employee must report same to the Township Clerk's office immediately.

Unused sick leave shall accumulate from year to year without limit. Upon retirement, employees will receive a lump sum payment for one-half of all unused accumulated sick leave, based upon their regular daily rate of pay, not to exceed, however, the sum of ten thousand (\$10,000.00).

4. SICK LEAVE DONATIONS

An employee may donate up to ten (10) sick days for another eligible employee.

5. PERSONAL DAYS

Employees will be granted four (4) personal days at the beginning of each calendar year which may be taken at their discretion, with the approval of the Township Administrator or designee. The employee must request the personal time three (3) days in advance, except in an emergency situation, in which case the employee must notify the Township Administrator or designee within thirty (30) minutes of the employee's official start time. Personal days may only be taken in full or half days. Personal days must be used within the calendar year granted and cannot be carried over to the following year.

E. BEREAVEMENT LEAVE

In the event of a death in an employee's immediate family, he or she will be allowed the next four (4) working days off with pay. The immediate family shall be defined as employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relative residing in the employee's household, domestic partner and civil union partner (as defined under NJ State Domestic Partnership and Civil Union laws) and a child of such for whom the employee has legal guardianship and physical custody. For good cause the definition of immediate family may be expanded upon the approval of the Township Administrator.



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In the event of a death of a sister/brother-in-law, or natural aunt/uncle an employee will be allowed two working days off with pay. An employee may be required to provide proof of death and/or relationship. In the event the employee needs to take bereavement leave, he or she must notify the Township Administrator or designee as soon as possible. In the event that additional time is deemed to be necessary, a request must be made to the Township Administrator or designee as soon as possible. Any additional time off will then be charged first to sick/personal days, and then vacation, if available; except however when the request is related to the husband, wife or child, in which case two (2) additional bereavement days shall be permitted.

F. MILITARY LEAVE OF ABSENCE

Leave will be provided per State law.

G. JURY DUTY

If an employee is summoned for Grand or Petit jury duty, employee must immediately submit a copy of the summons to the Township Clerk/Administrator or designee prior to the actual duty date. The employee will continue to receive his or her regular pay while serving on a grand or petit jury; however, the employee will reimburse the Township any compensation received as juror, except for meals and travel expenses. If the length of jury duty is extended beyond the original return date for any reason, the employee must notify the Township Administrator or designee as soon as possible. On the day of the employee's return to work following jury duty, the employee must present a jury attendance slip, which is provided and signed for by court authority, to the Township Administrator or designee and to the Chief Financial Officer.

H. FAMILY LEAVES

Paid and Unpaid leave will be available as required by law.

ARTICLE 4 – EMPLOYEE BENEFITS

A. MEDICAL BENEFITS

1. The Township will provide medical insurance through the NJ State Health Benefits Plan (SHBP). See item 7 below for provisions of the NJSHB Plan.
2. Subject to employees making payments in accordance with Chapter 78, Laws of 2011, the Township shall contribute the balance to the cost of insurance premiums, (see reference to plan payment in item 7 below). Employees may choose from four categories of coverage: single, employee and children, employee and spouse, and employee and family.
3. To be eligible for medical insurance coverage, an employee must have worked three consecutive (3) months for the Township (for example, June 1 to August 31) and must be regularly scheduled for the minimum required hours as set forth by the NJ SHBP.



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4. Subject to employees making payments in accordance with Chapter 78, Laws of 2011, the Township shall contribute the balance to the cost of insurance premiums (see reference to plan payment in item 7 below) for medical coverage for employees on approved sick leave without pay for a thirty (30) day period from the first day of the approved leave. At the end of this thirty (30) day period, employees in continued leave without pay status must arrange to pay for their own medical coverage. The Financial officer should be contacted to arrange this.

5. Dental:

- The current dental coverage for the dental expense plan Aetna DEP/PPO In-Network is 100% diagnostic and preventative; 80% Basic restorative; 65% major restorative; 50% periodontics and prosthodontics. Deductible is \$50 per person pre calendar year / \$100 per family; None for diagnostic preventative or orthodontic services.
- The current dental coverage for the Dental Expense Plan Aetna DEP/PPO Out of Network is 90% Diagnostic and Preventative; 70% Basic Restorative; 55% Major Restorative; 40% Periodontics and Prosthodontics. Deductible is \$75 per person per calendar year / \$150 per family; None for diagnostic, preventative or orthodontic services.
- The current dental coverage for the Dental Plan Organization (DPO/DMO) is 100% (less copayment); 100% Diagnostic and Preventative with no Deductible.
- The Township Committee of the Township of Mansfield hereby understands that the employer is responsible for at least 50% of the dental premium.

6. An employee who voluntarily waives medical insurance will be paid the sum of \$3,000.00, in accordance with the procedures that apply to non-union employees. The payment will be made in December, pro-rated if the employee has worked less than a full year, or upon severance, also prorated if the employee has worked less than a full year. This waiver payment does not apply to dental insurance.

7. Should any employee wish to enroll in NJ Direct 10, the employee will pay the difference in cost between Direct 15 and Direct 10.

8. 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 PL 2011, Ch.78 for the term of the Agreement. Such contribution shall continue thereafter unless and until the parties agree to a modification in contributions as part of their negotiations for a successor agreement. The parties shall negotiate the employee contribution rates at the end of this Agreement, per law.

9. Employees who retire under the regulations of PERS shall have the health care coverage for themselves provided under the Township Plan until the age of Medicare. However, retired employees shall be responsible for any employee contributions required under PL 2011, Ch 78 in retirement.

ARTICLE 5 – DISCIPLINARY PROCEDURE



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A. Any employee who fails to observe the policies and procedures adopted by the Township Committee will be subject to disciplinary action. Disciplinary action shall be progressive in nature and corrective in aim.

B. The causes for which disciplinary action may be invoked shall include, but not be limited to, the following:

1. Incompetence, inefficiency or failure to perform duties;
2. Insubordination or other disrespectful conduct;
3. Inability to perform duties;
4. Chronic or excessive absenteeism, tardiness, early (and unauthorized) departure from work, and/or failure to meet the hourly work week requirements of Article 11 of this agreement;
5. Conviction of a crime;
6. Conduct unbecoming a public employee;
7. Neglect of duty;
8. Absence without leave or failure to report after authorized leave has expired or after such leave request has been denied;
9. Violation of the Township policy on sexual harassment;
10. Violation of the Township policy on drug and alcohol abuse;
11. Negligence in the use of or unauthorized use of Township equipment or vehicles;
12. Falsifying records, time cards, personnel files, or any other public or official municipal document;
13. Boisterous or disruptive activity in the work place;
14. Fighting or threatening violence in the work place;
15. Smoking in prohibited areas;
16. Violation of safety or health rules;
17. Violation of any other personnel policies contained in the Township Employee Handbook and Personnel Policy;
18. Failure to report loss of driver's privileges;
19. Intentionally giving false or misleading information as a means of obtaining employment;
20. Excessive abuse of language on Township property;
21. Concealing mistakes in work;
22. Instigating discord such as idle gossip and spreading rumors;

23. Leaving work without permission;
24. Misuse of public property, including motor vehicles;
25. Other sufficient cause.

An employee who is subject to disciplinary action in excess of four (4) days loss of pay (or its equivalent) in accordance with this Article, may appeal the grievance procedure through Level Two of the procedure, and with the Agreement of the Union, may then present the matter to an arbitrator selected through the New Jersey Public Employment Relations Commission (PERC) in accordance with its rules, who shall issue a binding decision. For any disciplinary action totaling four (4) days loss of pay or less, the grievance procedure shall be concluded at Level Two as outlined in Article VII, "Grievance Procedure", and, following the determination at that Level, the employee shall have no further recourse.

Notwithstanding the foregoing, and as more fully set forth in Article VI of this Agreement, employment with the Township during an employee's probationary period is "at-will", and the Township may terminate the relationship at any time, with or without cause, and with or without advance notice.

C. The Employer will apply progressive disciplinary procedures. In matters where an employee presents an imminent danger to him/herself or others, or is charged with a crime, the Employer may take action to immediately suspend the employee without pay pending issuance of disciplinary charges.

Disciplinary action may take the form of any of the following:

- Required counseling;
- Written warnings;
- Official reprimand;
- Suspensions (with or without pay); Fines;
- Demotions.

ARTICLE 6 – MANAGEMENT RIGHTS

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

1. The executive and administrative control of the Township and its properties and facilities and the activities of its employees by utilizing personnel, methods, and means in the most



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appropriate and efficient manner possible as may from time to time be determined by the Township.

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

3. To make such rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the Township after advance notice thereof to the employees who will be required to comply therewith.

4. To hire, promote, transfer, evaluate, assign and retain employees.

5. To suspend, demote, discharge or take other disciplinary action against any employee.

6. To eliminate positions and lay-off employees.

7. To make such changes in all other conditions of employment not specifically delineated in this Agreement as it deems desirable and necessary for the efficient and effective operation of the Township.

8. To do any and all things the Township deems appropriate to further the interests of the Township.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the implementation thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the constitutions and laws of the State of New Jersey and of the United States.

C. New hires shall serve a probation period of ninety (90) calendar days, during which time they shall serve "at-will", at the pleasure of the governing body, and can be terminated without cause. If so terminated, the employee shall have no recourse through the grievance procedure. Following the expiration of the probationary period, however, all employees may be disciplined and/or terminated only for cause as outlined in Article 5.

ARTICLE 7 – GRIEVANCE PROCEDURE

A. DEFINITION OF A GRIEVANCE

A grievance is an alleged violation, misinterpretation or misapplication of the terms and conditions of employment established by this agreement, including disciplinary action.

B. PROCEDURE



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1. Time Limits

The number of days indicated at each level is a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing. Failure to process the grievance within the specified timeliness by the grievant or the Union will be deemed a withdrawal of the grievance.

2. Level One - Township Administrator

A grievance must be filed in writing within ten (10) calendar days of the incident giving rise to the grievance. The employee and/or Union may discuss the dispute with the Township Administrator with the objective of resolving it informally. The Township Administrator will promptly meet with the aggrieved employee and/or Union and respond within 10 calendar days following the meeting.

3. Level Two - P.E.R.C.

When the Union is grieving a contractual issue, including disciplinary action exceeding four (4) days' suspension, it may appeal beyond Level Two to arbitration. The parties will select an arbitrator pursuant to PERC procedures. The arbitrator shall render a decision within 45 calendar days after the hearing but shall not have authority to add to or modify this Agreement.

C. RIGHTS OF EMPLOYEE TO REPRESENTATION

Any aggrieved person may be represented in non-contractual grievances and in disciplinary matters at all stages of the grievance procedure by himself/herself, or by representative(s) selected or approved by the Union. When the employee is not represented by the Union, the Union shall have the right to be present and to state its views at all written stages of the grievance procedure.

D. MISCELLANEOUS

1. Written Decisions

All decisions rendered at Levels One, Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to the grievant and to the Union.

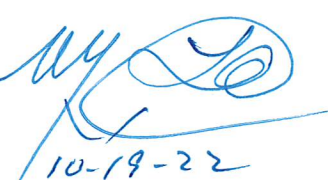
2. Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in the personnel file of any of the participants.

3. Forms for filing grievances shall be provided by the Union (see attachment "A")

4. Meetings and Hearings

All meetings and hearing under this procedure shall not be conducted in public and shall include only the parties in interest and their designated or selected representatives.



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5. Class Grievances

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 persons involved.

6. Individual Agreements

If the grievant accepts a resolution that is not in conflict with this agreement it shall be final and binding upon the parties.

ARTICLE 8 – WAGES

A. Employees in the bargaining unit covered by this negotiated Agreement shall receive the following increases in their hourly rates of pay, effective on January 1 of each year:

- January 1, 2021 2.5% increase for employees hired prior to January 1, 2021
 2.0% increase for employees hired during 2021
- January 1, 2022 2.5% increase
- January 1, 2023 3.5% increase
- January 1, 2024 3.5% increase

B. Unit Employees who have a Fire Fighter Certification and report during working hours as needed to Fire Emergencies during a given year shall receive a \$2,500.00 stipend which will be paid in December. While performing Fire Fighter Duties pursuant to this provision, unit employees are deemed to be working in the course of their employment for the Township. The stipend shall be the only compensation to be paid by the Township related to Fire Fighter Duties. No overtime will be paid by the Township for any Firefighter duties performed outside of regular working hours.

C. The rate of \$22.00 shall be the new hire rate for 2021 through December 31, 2024. After December 31st of the first calendar year of employment, the above increases set forth in paragraph A. above shall apply, Such increases shall become effective following the probation period, retroactive to January 1st if applicable. Employees terminated during the probation period are not eligible for a retroactive salary increase.

D.. Each employee possessing a commercial driver’s license shall receive an annual payment of \$250.00 for 2021, \$300 for 2022, \$350 for 2023, and \$400 in 2024, prorated based upon the number of months employed with the CDL during that calendar year. This stipend is applied regardless of how often the employee actually utilizes said license for the Township's benefit. Employees shall be responsible for costs of obtaining such licenses. The Township shall be responsible for the costs of renewing such licenses.



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E. The Township shall provide safety vests and PPE.

F. Effective January 1, 2021, the Township shall provide ten (10) t-shirts and two (2) hooded sweatshirts. Current employees shall receive the t-shirts and hooded sweatshirts within thirty (30) days of execution of this agreement. New employees shall receive the t-shirts and hooded sweatshirts within thirty (30) days of their date of hire. The timeframes specified herein are contingent on vendor delivery of items. Thereafter, Employees will be reimbursed up to a total of \$700.00 per calendar year upon submission of receipts for boots and all other clothing purchased at the employee's selection, all-inclusive.

ARTICLE 9 – PERSONNEL FILES AND CREDIT REFERENCES

A. Official personnel files are confidential records. No unauthorized employee shall have access to any other employee's personnel records or be informed of any information contained therein.

B. An employee is expected to notify the Township Clerk or designee of any revisions in personal information, including change of name, address, telephone number, marital status, insurance beneficiary or number of dependents.


C. The Township will furnish credit information on employees to authorized persons only upon a written request, signed by the employee, setting forth what information should be released and upon receipt of a written request from the party desiring such information.

D. With reasonable advanced notice to the Township Administrator or designee, an employee shall be permitted to review material in his or her personnel file. Such review shall only be conducted in the presence of the Township Clerk or designee. If the employee wishes to have copies of any documents reproduced from the file, the employee will not be charged for the cost of the copying.

E. Employees shall be given copies of all disciplinary actions, evaluations or work performance documents placed in their file at the time the document is so placed.

F. Employees shall have the right to respond in writing to anything placed in their personnel file.

ARTICLE 10 – SENIORITY/JOB POSTING/LAYOFF-RECALL



10-19-22

A. Seniority is defined as an employee's continuous length of service with the Employer computed from the most recent date of hire.

B. In the event of a dispute concerning the seniority of two (2) or more employees hired on the same date, preference shall be given in alphabetical order of the employee's last name.

C. All available job opportunities covered by this agreement shall be posted on the municipal bulletin board at the entrance way into the municipal building, as well as in the employee lounge. Such posting shall not be for less than seven (7) working days.

D. Applicants for employment shall apply on forms provided by the Township. All applications shall be filed with the Township Clerk or designee. The Employer shall notify any employee not accepted for the position.

E. LAYOFF - RECALL:

Layoff shall be by seniority with the least senior person being laid off first.

Employees' shall be recalled by the most senior being called back first.


ARTICLE 11 – SAVINGS CLAUSE

In the event any Article, section or portion of this agreement should be held invalid and unenforceable by any Court or competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof specifically specified in the Court's decision; and upon issuance of such confer on the invalidated Article, section or portion thereof. At such time any Article or section is deemed invalid in a Court's decision, the Employer and the Union shall immediately meet to negotiate the change in the terms and conditions that would take place due to the Court's decision.

ARTICLE 12 – FULLY BARGAINED AGREEMENT

The parties agree that they have fully bargained and agreed upon all terms and conditions of this Agreement and that same 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.

This Agreement supersedes and cancels all prior agreements, whether written or oral, unless expressly stated to the contrary.




10-19-22

ARTICLE 13 – WORKERS COMPENSATION

- A. All workers of the Township are covered by workers compensation disability insurance.
- B. All on-the-job injuries or accidents, no matter how minor, must be reported to the Township Administrator or designee immediately.. In addition, if an employee is injured, the Township Administrator or designee will provide an Employee's Report of injury, which the employee must complete and return to the Township Administrator's office as soon as possible but not usually more than 24 hours after the accident. If the employee is unable to complete the form, the supervisor will provide assistance.
- C. Failure to report incidents or complete forms within the established time frames may jeopardize your claim for workers compensation benefits.
- D. If an employee is injured on the job, the employee must see a Township-approved physician and obtain a medical certificate which states the diagnosis and estimated length of the disability. This certificate should be returned to the municipal Clerk's Office as soon as possible, preferably the next day. The names and addresses of Township-approved physicians are listed in the Panel of Doctors memo available from the personnel office. Referrals by a Township- approved physician to another physician will be approved on a case-by-case basis.
- E. If the injury requires hospitalization, the hospital treatment will be approved, however, any referrals by the hospital for further treatment must be approved by a Township-approved physician or the Personnel Officer, which shall be made as soon as possible but not more than 24 hours after submission by the employee.
- F. After an on-the job injury, the employee must obtain a medical certificate from a Township-approved physician authorizing a return to work. Under no circumstances will the employee be permitted to resume duties without such a certificate.
- G. Forms and information are available from the Township Administrator.
- H. While on workers compensation an employee shall not have any loss of any accumulated time, sick and vacation leave as well as personal days shall continue to accrue.
- I. The employee shall receive his full pay check each week while out on disability due to a work related injury and shall turn over his compensation check to the Township.

ARTICLE 14 – UNION RIGHTS/AGENCY FEE/ UNION DUES DEDUCTIONS

- 1. 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 service. Shop Steward Training - the Township shall grant an aggregate of two (2) days paid leave and two (2) days unpaid leave to



10-19-22

designated Stewards to attend CWA sponsored training each year in the agreement. Any unused Union leave shall not accumulate or carry forward from year to year.

2. UNION DUES DEDUCTIONS: The Township shall deduct from the base pay of each employee, the amount of monthly dues. Deductions are: 1.154% of the employee's base pay (overtime is not included in deduction of dues nor is any lump sum monies that may be paid to an employee such as longevity or CDL payment). The deduction is made on each pay and transmitted to the Union in a monthly check to the address below: An example of the deduction is as follows:

Example: Base salary: \$10,000.00 X 1.154% = \$115.40 yearly amount divided by the number of pays in the year (divided by 26 pays= \$4.44 per pay). This is collected weekly or bi-weekly and sent monthly to the Union along with the employee's name, social security number, yearly salary and weekly or bi-weekly amount deducted which shall match the total check.

Communications Workers of America AFL-CIO Local 1036


1 Lower Ferry Road

West Trenton, New Jersey 08628

Attn: Treasurer

3. The Union shall receive quarterly reports from the Employer, in Excel format, containing the following information about negotiations unit: name,

In addition, the Employer will provide notice of new hires to the Union with the above information within 10 days of hire. The Union is entitled to an orientation meeting no less than 30 minutes with new hires within the first 10 days of employment.



10-19-22

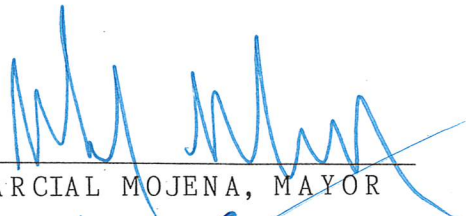
ARTICLE 15 – DURATION OF AGREEMENT

This Agreement shall be effective as of January 1, 2021, and shall continue in effect until December 31, 2024. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing. The Union shall notify the Township of its desire to commence negotiations for a successor agreement no less than ninety (90) days prior to the expiration of this Agreement.

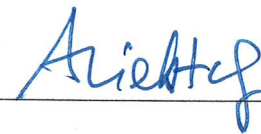
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Representatives, attested by their respective Secretaries, on the day and year given below.

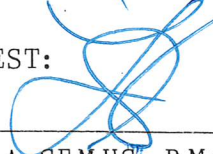
TOWNSHIP OF MANSFIELD

CWA LOCAL 1036



MARCIAL MOJENA, MAYOR



ATTEST:


LINDA SEMUS, RMC,CMR
Municipal Clerk

