

AGREEMENT

BETWEEN

TOWNSHIP OF MARLBORO

MONMOUTH COUNTY, NEW JERSEY

and

COMMUNICATIONS WORKERS OF AMERICA LOCAL 1075
(White Collar Unit)

JANUARY 1, 2012 through DECEMBER 31, 2015

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ARTICLE I
RECOGNITION

A. The Township recognizes the Union for the purposes of collective negotiations as the exclusive representative of the White Collar workers, except those white collar employees in the Police Department, in the negotiations unit and reference to males shall include females.

B. The bargaining unit shall consist of all non-supervisory employees, including permanent part-time employees.

C. This Agreement shall govern all wages, hours and other terms and conditions of employment herein set forth.

D. This Agreement will be binding upon all the parties hereto, their successors and assigns.

E. Effective upon execution of this Agreement, the following titles shall be recognized as non-supervisory white collar employees: Technical Assistant to the Public Information Officer, Account Supervisor (Payroll Department), Senior Assessing Clerk, Senior Police Records Clerk, Principal Assessing Clerk, Principal Clerk/Typist, and Principal Police Records Clerk.

ARTICLE II
MANAGEMENT RIGHTS

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

1. The executive management and administrative control of the Township Government and its properties and facilities and activities of its employees by utilizing the personnel, method and means of the most 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 improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees.

4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Township.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

6. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

7. The Township reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Township.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereto and only to the extent that such specific and express terms are in conformance with the Constitution and Laws of New Jersey and of the United States and Ordinances of Marlboro Township.

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

ARTICLE III

NON-DISCRIMINATION/SEXUAL HARASSMENT

A. The Township and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, or political affiliation.

B. The Township and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union. The employee may elect to use the grievance procedure as outlined in Article V, herein. The employee/Union agrees to notify the Township of any alleged discrimination/sexual harassment and give the Township 15 days notice to correct such before instituting a grievance. Nothing herein will relieve any party of any duty it has by law to mitigate or correct the alleged discrimination/sexual harassment.

C. The Township and the Union agree that the working environment should 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.

ARTICLE IV

NO-STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or concerted willful absence from his duties of employment), work stoppage, slowdown, walk-out or other job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by any Union member shall be deemed grounds for disciplinary action including possible termination of employment of such employee or employees.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in a law or in equity for injunction or damage, or both, in the event of such breach by the Union or its members.

D. The Township agrees not to lock out its employees.

ARTICLE V
GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

B. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Union.

C. A grievance is defined as:

- i. A claimed breach, misinterpretation or improper application of the terms of this Agreement, or
- ii. A claimed violation, misinterpretation or misapplication of rules or regulations, existing policy, agreements, administrative decisions, or laws applicable to the department, to include any alleged discrimination or sexual harassment claim or any minor disciplinary actions to the extent these can be considered as grievable by applicable law. Counseling shall not be grievable.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent. The time limits herein may be extended by mutual agreement of the parties.

Step One: The aggrieved shall institute action under the provisions hereof within fifteen (15) calendar days after the event giving rise to the grievance has occurred or fifteen (15) calendar days from the date on which the grievant should reasonably have known of its occurrence and an earnest effort shall be made to settle the differences between the aggrieved

employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within the said fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within ten (10) calendar days after the initial discussion with the immediate supervisor, the grievant or the Union may appeal the decision of the immediate supervisor in writing to the Business Administrator within ten (10) calendar days thereafter. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of the contract allegedly violated, and the remedy requested by the grievant. The Business Administrator shall schedule, hear and respond, in writing, to the grievance within fifteen (15) working days of the submission.

Step Three: If the grievance is not settled through Steps One and Two, the Union shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within thirty (30) calendar days after receipt of the decision of the Business Administrator. The costs for the services of the arbitrator shall be borne equally by the Township and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

E. 1. The parties may direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

3. The parties agree that at no time shall they place more than one (1) issue before any one (1) arbitrator at any one (1) time.

F. In the event the aggrieved elects to pursue remedies available through Civil Service, the grievance shall be canceled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the decision rendered by the Business Administrator on the grievance. In the event the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be canceled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Union.

G. Disciplinary matters shall be arbitrable as permitted by law.

ARTICLE VI

DUES DEDUCTION AND AGENCY SHOP

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and verified by the Township Treasurer during the month following the filing of such card with the Township.

C. 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 thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

D. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township Clerk.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Clerk. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

F. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become, or remain, members of the Union and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment.

H. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances and wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

J. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Township. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

K. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suites or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

ARTICLE VII

UNION BUSINESS LEAVE

A. Upon prior notice to and approval of the appropriate Township representative, members of the Union Grievance Procedure Committee (not to exceed a total of four (4) employees in number) may be permitted to confer with management in accordance with the Grievance Procedure set forth herein and to attend collective bargaining sessions with the Township representative or representatives, during duty hours without loss of pay, or any other contractual benefit, provided the conduct of said business shall not diminish the effectiveness of the employees' Departments, or require the recall of off-duty employees to bring the Department to its proper effectiveness.

B. 1. A maximum of four (4) stewards and/or officers of the union shall each be granted up to a maximum of twenty hours annually without loss of pay for the purpose of attending union conference and/or seminars and/or other union related activities, including testimony at hearings. Use of such leave must be preceded by permission of the department head who may withhold such permission in his/her discretion if it will seriously impact upon the functioning of the department.

2. In order to be eligible for this benefit, the stewards and/or officers must notify the Business Administrator and their immediate supervisor at least one (1) week in advance of said conference and/or seminar.

3. If an employee fails to provide prior verification of the conference and/or seminar, or verification of attendance, said employee shall be charged for said time off from work.

C. An employee attending any meeting covered by this Article on his off-duty time shall do so voluntarily. The employee and the Union understand and agree that any such off duty time spent shall not be compensated by the Township and shall not be considered "compensable hours" pursuant to the Fair Labor Standards Act.

ARTICLE VIII
BULLETIN BOARDS

A. The Union shall have the use of the bulletin boards in the Municipal Building, the Recreation Department, the Swim Office, the Grounds Maintenance Department, the Court Office and the Road Department for the posting of notices relating to meetings and official business of the Union only.

B. Only material authorized by the signature of the Union President or designee shall be permitted to be posted on said bulletin board.

C. The Township may have removed from the bulletin board any material which does not conform with the intent of the above provisions of this Article.

ARTICLE IX

JOB POSTINGS, ANNOUNCEMENTS AND FILLING OF VACANCIES

A. To provide advancement opportunities for employees within the Department, existing or anticipated job vacancies shall be posted on the employee bulletin boards in the Administration Building, the Recreation Department, the Swim Office, the Grounds Maintenance Department, the Court Office and the Road Department for seven (7) working days. The posting shall include a description of the job, any required qualifications, the location of the vacancies, the salary range, the hours of work and the procedure to be followed by employees interested in making application.

B. When the Township desires to fill any job vacancies, it shall first request applicants from within the Department in which the vacancy exists, then within the bargaining unit, and then from other sources.

C. Names of appointees shall be posted and a copy of said selections forwarded to the Union.

D. Whenever the Township creates and/or utilizes a "new" job title from the Civil Service listing, which the Department of Personnel indicates as "available" to all local governments to utilize, the Township will notify the Union and the salary range for the job title will be negotiated.

E. Any members of the bargaining unit that are laid off will be given priority consideration for any seasonal positions provided they have the necessary qualifications.

ARTICLE X

HOURS, OVERTIME & EMERGENCIES

A. Employees hired prior to July 1, 2014 or the date of contract execution, whichever comes first shall work a four day work week, Monday through Thursday consisting of 32.5 or 30.5 hours exclusive of a one (1) hour unpaid lunch period per day. Employees will have the option of taking a one half hour lunch instead of a full one hour lunch which shall be unpaid. The Recreation and Swim Club Departments will continue to be open on a 5 day per week schedule; however, the employees in those Departments will work a staggered 4 day work week in order that the programs of the Departments will continue to be covered 5 days a week. The above notwithstanding, for Public Works and Recreation and Swim Department personnel, the Township reserves the right to increase the hours of work from 32.5 to 35 and to extend the work week to five days, provided that the hourly rate is adjusted to reflect any increase in the normal hours.

B. For employees hired after July 1, 2014 or the date of contract execution, whichever comes first, the Township shall set the work week including the hours of work for all departments. The Township shall offer the same work week and hours of work to the senior employee holding the same title in the office.

C. The Township will provide CWA with a copy of any proposed layoff plan to be submitted to the Civil Service Commission at least thirty (30) days prior to the submission of such a plan. CWA reserves its right to legally challenge any plan to impose furloughs or unpaid leave days on bargaining unit employees.

D. Nothing in this Agreement shall be construed as a waiver of the parties' respective positions with respect to the negotiability of unpaid leave, reduced hours or furlough days or with respect to whether unilaterally imposed reduced hours, furloughs or unpaid leave days violate this Agreement. Nothing in this Agreement shall be construed as acquiescence by the Union to any unpaid leave, reduced hours or furlough days after December 31, 2010.

E. The Township may permit flex-time or alternate work schedules to accommodate operational and/or employee needs, provided participation by the employee is voluntary. The Union will be given notice if any employee is working an alternate work schedule.

F. Employees who work overtime that has been approved in advance by their supervisor, or his/her designee, will be compensated for such overtime work. Overtime compensation shall be computed at the employee's base hourly rate of pay for all hours worked up to forty (40) hours per week, and at the rate of one and one-half (1 1/2) times the employee's base hourly rate of pay for all hours worked in excess of forty (40) hours in any given work week. As long as the employee is in pay status, he/she shall be considered as on duty for the calculation of hours worked for the purpose of overtime. Employees may have the choice of taking overtime compensation in either the form of cash or compensatory time.

G. When an employee is required by the Township to attend a meeting, court session, etc. as part of their employment with the Township, and said meeting, court session, etc. extends beyond 11:00 p.m., the employee shall receive one and one half (1 1/2) times the employee's base hourly rate of pay for all hours worked beyond 11:00 p.m.

H. Employees shall have the option of accumulating up to eighty (80) hours compensatory time off as opposed to overtime pay. In order to utilize the compensatory time, the employee must give prior notice to and receive prior approval from the Department Head. Compensatory time off shall be non-accumulative from year to year except that up to 25 hours of compensatory time earned in a previous calendar year may be carried over and utilized in the next calendar year. If an employee fails or is unable to utilize his/her accumulated compensatory time prior to the end of the calendar year, he/she shall receive overtime pay in lieu of said compensatory time. No request for compensatory time shall be unreasonably denied.

I. When a Deputy Court Administrator is not scheduled for work and he/she is contacted and required to come into work to perform his/her duties, he/she shall be paid in accordance with paragraph "F" of this Article. When a Deputy Administrator is not scheduled

for work and he/she is contacted and called upon to perform duties that do not require coming into work, he/she shall receive a guarantee of \$45.00 for each call-out; \$55.00 for Sundays and holidays.

J. When another employee is not scheduled for work and his services are required, he/she may be called to work and he shall receive a guarantee of two (2) hours. All hours worked outside of the employee's regular hours shall be paid at the applicable overtime rate. If an employee is called in outside of his regular hours and worked partly regular hours and partly outside regular hours, he/she shall be paid at the regular rate for the time worked during his regularly scheduled hours, and shall be paid at the applicable overtime rate for all hours worked outside his regularly scheduled hours.

K. When an employee is required to work on a Sunday, if not a scheduled work day, he shall receive pay at the rate of time and one-half regardless of whether or not he/she has worked a forty (40) hour week that week. Hours worked on the seventh day by an employee in a week shall be compensated at the rate of time and one half (1 ½) the normal hourly rate. If an employee is required to work on a holiday, he/she shall be paid not only for the holiday, but also at the rate of time and one-half for the hours actually worked on the holiday, regardless of whether or not he/she has worked a forty hour week that week.

L. The hours of work will be from 8:00 a.m. to 4:30 p.m., Monday through Friday, which time shall include one (1) hour off for lunch, which is unpaid. Upon a minimum of forty-eight (48) hours notice, the starting and stopping times and the lunch break may be modified by the Township to accommodate the needs of the Township.

M. If an employee is released from work for inclement weather, he/she shall suffer no loss in pay. The Business Administrator will control closings in a reasonably uniform manner.

ARTICLE XI

SALARIES

Employees shall receive the following increases in base salary, as reflected in Base Salary

Schedule A:

A. January 1, 2012 – a \$750 increase in base salary

B. July 1, 2013 – a 1.50% increase in base salary

C. July 1, 2014 – a 1.95% increase in base salary

D. July 1, 2015 -- a 1.95% increase in base salary

E. Any employee hired prior to July 1, 2014 or the date of contract execution, whichever comes first and holding the position of Deputy Court Clerk (Administrator) with the Township for seven (7) years shall receive an additional one thousand (\$1,000) dollars added to their base salary.

F. 1. Any employee promoted within the bargaining unit shall have all applicable monies and salary rates applied retroactive to the date of promotion or employment in the respective titles.

2. If an employee changes his/her job classification and/or department and then returns to same, all seniority accrued prior to the change shall be continued. Employment seniority shall prevail in the selection of vacation, schedules, lunch breaks and personal days. Any employee promoted into a new position shall receive a salary increase of two thousand (\$2,000.00) dollars or the starting salary in the new position, whichever is greater, provided it does not exceed the maximum established salary range. This promotional raise shall not be

construed as limiting, in any way, any other negotiated salary increases that the employee would otherwise have received.

G. Salary Levels. Salary levels are per Base Salary Schedule A.

H. Working Up in Title. Employees who are performing the job duties of a higher rated title for more than three consecutive weeks will be compensated at the higher rate of pay or 7 ½ %, whichever is greater for all time so assigned.

ARTICLE XII

LONGEVITY

A. For employees hired prior to July 1, 2014 or the date of contract execution, whichever comes first, in addition to the salary noted in Article XI, longevity will be paid as follows, as determined by employment anniversary date. The following scale shall be in effect January 1, 2001. Each employee shall receive an annual noncumulative longevity payment outside of base salary, effective upon entry to the next level of earning, as follows:

<u>Years of Service</u>	<u>In Addition to Annual Pay</u>
After five (5) years of service through ten (10) years of service	\$1,000.00
Commencing with eleven (11) years of service through fifteen (15) years of service	\$1,500.00
Commencing with sixteen (16) years of service through twenty (20) years of service	\$2,000.00
Commencing with twenty-one (21) years of service	\$2,500.00

B. The above increment to be included in annual salary payments.

C. Those who already receive percentage longevity are to remain within that schedule.

D. Such longevity payments shall not be added to an employee's salary to calculate the following year's salary. Longevity payments shall be considered in base pay for pension purposes, subject to the language contained in Article X, Paragraph A above.

E. Employees hired after June 30, 2014 or the date of contract execution, whichever comes first shall not be eligible for longevity.

ARTICLE XIII

SENIORITY

A. For the purposes of this agreement, seniority is defined as the length of continuous employment with the township commencing from the date of hire as a full time employee.

B. All benefits and other terms and conditions of employment that are based upon years of service shall be measured from the date of hire with the township. Breaks in service may be bridged for purposes of earned time and economic benefits, upon written agreement between the authorized parties.

C. Traditional principles of seniority shall apply to employees covered by this agreement.

D. An employee's length of service shall not be reduced by time lost due to authorized leave of absence.

ARTICLE XIV

HOLIDAYS

A. The following paid holidays will be recognized through December 31, 2014.

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veterans' Day
Lincoln's Birthday	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Labor Day
Presidential Election Day – Every 4 years	

B. The elimination of “Lincoln's Birthday” and “Presidential Election Day - Every 4 years” shall be effective January 1, 2015.

C. For current employees who work a Monday through Thursday schedule, if any of the following holidays fall on a Friday, Saturday or Sunday, the employee then gets the following Monday off.

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veterans' Day
Lincoln's Birthday	Thanksgiving Day
President's Day	Day After Thanksgiving
Memorial Day	Christmas Day
Independence Day	Presidential Election Day
Labor Day	(Once every 4 years)

Effective January 1, 2015, for current employees who work a Monday through Thursday schedule, if any of the following holidays fall on a Friday, Saturday or Sunday, the employee then gets the following Monday off:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veterans' Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	

D. If the Township Council or Mayor gives or declares a holiday to the other Township employees, then that day is granted to the employees covered by this contract. The term "holiday" does not include emergency closings. Effective January 1, 2015, this provision will no longer apply to "Lincoln's Birthday" and "Presidential Election Day - Every 4 years" which are eliminated effective January 1, 2015 by this contract.

ARTICLE XV

HEALTH AND LIFE INSURANCE

A. The Township shall continue to provide health insurance coverage for all full-time employees, and their dependents, through the New Jersey State Health Benefits Plan. However, the members of the bargaining unit will contribute 4% of their health insurance premiums for Dependent coverage capped at no more than \$250.00 annually for the life of this agreement. Such contributions will not commence until all employees of Marlboro who are in the New Jersey State Health Benefits Plan are subject to the same provisions. Such deductions will be made pre-tax. All employees shall be bound by the health insurance contribution requirements of P.L.2010, Chapter 2 and P.L.2011, Chapter 78.

B. The base plan will be the Direct Access 15. If an employee exercises his or her option to enroll in Direct Access 10 or either of the two HMOs offered by the State Health Benefits Program, the employee will pay the difference in premium costs between the base plan (Direct Access 15) and the other plans.

C. The Township has the right to change insurance carriers or institute a self-insurance program so long as equivalent or better benefits are provided.

D. The Township shall continue to provide fully paid dental insurance coverage in a plan equivalent or better than the plan currently in effect. The deductible for dental claims shall be not more than \$50.00 per person / \$150 per family. The annual per person, maximum dental coverage shall be \$1,700.00.

E. The Township shall provide a group life insurance policy for each employee in the amount of \$20,000.00.

F. If at any time the township is considering changes to any insurance policies referred to in this agreement, the union shall be so notified and provided ample opportunity to review and discuss any possible changes.

G. Employees who wish to waive coverage under the township health insurance plan shall be entitled to an opt-out incentive payment of at least \$3,600.00 or a greater amount if adopted by the Township which shall be consistent with the terms of P.L.2010, Chapter 2 and P.L.2011, Chapter 78. Employees who wish to participate may be required to show proof of alternative coverage.

H. Retirement Planning Payments & Credits

1. For all employees hired prior to July 1, 2014 or the date of contract execution, whichever comes first, effective January 1, 2002, the Township will pay annually to each qualified retiree, as that term is later defined, a sum of \$4,000.00 per year from the time of retirement until the retiree reaches age sixty-five (65).

2. This payment shall be made each year on or before March 1st. In the first year of retirement, a pro-rated portion of the \$4,000.00 will be made within sixty (60) days of the retirement effective date.

3. The retiree may use this payment to purchase health insurance or for any other reason in his or her sole discretion. Each qualified retiree shall be responsible for the selection of, enrollment in and any and all administration associated with such insurance coverage if the money is used for such. The Township shall have no responsibility in regard to any health insurance.

4. There shall be no obligation of the Township to make payments once the qualified retiree reaches the age of sixty-five (65) except as hereafter may be provided. In the year of the qualified retiree's sixty-fifth (65th) birthday, the Township's payment shall be a prorated portion of \$4,000.00 which represents the portion of the year between January 1st, and the birthday.

5. "Qualified Retiree" as used herein means a person within the bargaining unit hired prior to July 1, 2014 or the date of contract execution, whichever comes first, who has worked full time for the Township for at least twenty (20) years and is at least age sixty-two (62) or who has worked full time for the Township for twenty-five (25) years. Employees hired after January 1, 2005 must have twenty-five years of service and age of 55 or twenty years and age 62 before being entitled to the credits in Section 7 below.

6. "Full time" as used herein means working normally and on average throughout the year for at least 32.5 hours per week.

7. Employee who continue to work for the Township after attaining twenty-five (25) years of service or after attaining age 62 with at least twenty (20) years of service, shall be credited with \$4,000.00 for each full year an employee works beyond the date of first eligibility under such parameters, which shall accumulate from year to year to a maximum of fifteen years of credit. It shall not accumulate beyond when an employee reaches age sixty-five (65) however and the year he or she turns sixty-five (65) will be prorated so that the credit is only given for that portion of the year from the anniversary of the first eligibility date and the employee's sixty-fifth (65th) birthday. At the employee's retirement or at age sixty-five (65), whichever occurs later, the employee may draw from the accumulated credited amount a sum of up to \$4,000.00 per year.

8. In the event of the employee's death, any remaining amount of accumulated credit may be drawn upon by the employee's spouse or designated beneficiary in the same manner.

9. There shall be no "Qualified Retirement Benefit" for employees hired after June 30, 2014 or the date of contract execution, whichever comes first.

ARTICLE XVI

VACATION

A. Annual vacation leave with pay shall be earned at the following rate as determined on January 1 of each year:

<u>YEARS OF SERVICE</u>	<u>VACATION ENTITLEMENT</u>
1 - 5 years	12 working days
6 - 10 years	15 working days
11 - 15 years	18 working days
16 - 20 years	21 working days
over 20 years	25 working days

B. Vacation allowance should be taken during the current year and reasonable efforts will be made to give the employee the time of his choosing. Unused vacation days may only be carried over for one year. Employees hired after June 30, 2014 or the date of contract execution, whichever comes first who do not use all of their vacation allowance may carry over up to 50% of their annual allocation to the following year with prior approval of the Business Administrator. However, if these days are not used in the second year they will be forfeited. Employees who terminate their employment with the Township or whose employment is terminated by the Township shall only be entitled to pay for those vacation days actually earned up to their termination date, on an annual pro-rata basis.

C. 1. Vacation requests must be submitted to the Department Head by the 15th of March.

2. Vacation requests will be scheduled and approved in accordance with seniority.

3. If, because of the pressure of work, the Township determines that vacations must be carried forward, said vacations will be scheduled on a priority basis by the Business Administrator as soon as possible with the concurrence of the employee.

D. For the purpose of this Section only, vacation days shall accrue on a pro rated monthly basis. Any month in which an employee is absent for more than fifty (50%) percent of his or her scheduled work days due to disciplinary suspension said employee shall not accrue any vacation time for that month. If an employee fails to return from a leave of absence without pay, said employee shall be considered not to have accrued any vacation time during said leave of absence.

E. Employees hired after June 30, 2014 or the date of contract execution, whichever comes first shall receive vacation in accordance with the schedule below:

<u>YEARS OF SERVICE</u>	<u>VACATION ENTITLEMENT</u>
1 - 5 years	12 working days
6 - 10 years	12 working days
11 - 15 years	15 working days
16 - 20 years	15 working days
over 20 years	20 working days

ARTICLE XVII
PERSONAL DAYS

A. Employees hired prior to July 1, 2014 or the date of contract execution, whichever comes first are entitled to a maximum of four (4) paid Personal Days per year to attend to personal or family matters that cannot be attended to outside of normal working hours. Such days are non-accumulative, and may be used in half-day increments.

B. Requests for use of Personal time should be made at least forty-eight (48) hours in advance except in the case of emergency. Requests for Personal Days shall not be unreasonably withheld. Personal leave will not be granted if it interferes with the personnel needs of the department.

C. Employees hired after June 30, 2014 or the date of contract execution, whichever comes first shall receive three (3) Personal Days per year.

ARTICLE XVIII

SICK LEAVE

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

B. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, or for the attendance of the employee upon a member of the immediate family who is seriously ill. The definition of "immediate family" will be those same persons as listed in Article XVIII entitled "Bereavement Leave" as well as any relative of the employee residing in the employee's household.

C. Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during this period of illness.

D. Employees who bank between eleven (11) and fifteen (15) sick days of the annual sick leave allotment the prior calendar year may cash out the difference between fifteen (15) sick days and number of sick days the employee used on the basis of two sick days for one day of pay. Employees who bank between six (6) and ten (10) sick days of the annual sick leave allotment the previous calendar year may cash out the difference between fifteen (15) sick days and the number of sick days the employee used on the basis of three sick days for one day of pay.

D. The minimum sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter.

E. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes.

F. All employees shall be reimbursed for accrued sick leave at the time of termination of his employment, upon the basis of fifty (50%) percent accumulated sick time, provided, however, the Township shall not be responsible for any amount exceeding fifteen thousand (\$15,000.00) dollars.

G. All employees hired after June 30, 2014 or the date of contract execution, whichever comes shall be reimbursed for accrued sick leave at the time of termination of his employment, upon the basis of twenty five (25%) percent accumulated sick time, provided, however, the Township shall not be responsible for any amount exceeding fifteen thousand (\$15,000.00) dollars.

H. 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 cause of denial of the use of sick leave for the absence and constitute cause for disciplinary action.

2. Absence without notice for five (5) consecutive days shall constitute a resignation.

I. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

J. An employee who has been absent on sick leave for periods totaling fifteen (15) days in one (1) calendar year consisting of periods of less than five (5) days, may be required to submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less, in which case only (1) certificate shall be necessary for a period of six (6) months.

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

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

M. 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 duties and that the return will not jeopardize the health of other employees.

N. For the purpose of this Section only, sick days shall accrue on a pro-rated monthly basis. Any month in which an employee is absent for more than fifty (50%) percent of his or her scheduled work days due to disciplinary suspension said employee shall not accrue sick time for that month. If an employee fails to return from a leave of absence without pay, said employee shall be considered not to have accrued any sick time during said leave of absence.

O. Employees may donate leave to those employees in need of additional sick leave to the extent permitted by regulations promulgated by the New Jersey Department of Personnel.

P. Employees will not be required to use all accumulated Sick and/or Vacation time in conjunction with leave under FMLA/FLA Acts. Such employee may retain up to a combined maximum of ten (10) Sick and/or Vacation days for use after returning to work.

ARTICLE XIX

BEREAVEMENT LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay but in no event to exceed five (5) consecutive work days.

B. The term "immediate family" shall include spouse, father, mother, stepmother, stepfather, son, daughter, stepson, stepdaughter, brother, sister, stepbrother and stepsister.

C. In the event of death of the employee's mother-in-law, father-in-law, or grandparent, the employee shall be granted time off without loss of pay, but in no event to exceed three (3) consecutive work days.

D. If additional time is needed by an employee to fulfill obligations in the event of a death in the family, he or she shall be permitted, with the approval of the Department Head, to utilize his or her accrued time off (vacation days, compensatory days, personal days) as extended bereavement leave. An employee may utilize a sick day for the death of any close relative that is not specifically listed in this Article.

E. In the event of a death of an employee's aunt, uncle, first cousin, brother-in-law or sister-in-law, the employee, upon the approval of the Department Head, shall be entitled to a one (1) day of bereavement leave solely for the purpose of attending the funeral.

F. If extenuating circumstances exist, the Department Head and/or the Business Administrator may, at their sole discretion, extend the bereavement leave. In addition, the Department Head and/or Business Administrator may, at their sole discretion, allow a bereavement period for persons not listed above who are related to the employee.

ARTICLE XX
INJURY LEAVE

A. In the event an employee becomes disabled by reason of a service-connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to one (1) year.

B. Any employee who is injured, whether slight or severe, while working, must immediately, or as soon as practically possible, report said injury to the Department Head.

C. It is understood that the employee must file an injury report with the Department Head so that the Township may file the appropriate Worker's Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

D. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Township may reasonably require the employee to present such certificate from time to time.

E. If the Township does not accept the certificate of the physician by the insurance carrier, the Township shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Township.

F. In the event the Township appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee disputes the determination of the Township appointed physician. Then the Township and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the Township and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

G. The Township, at its option, and upon certification by the Township appointed physician, may extend the disability pay for no more than one (1) additional year. The Township appointed physician must certify that the employee is incapable of performing his duties for the additional time period.

H. In the event any employee is granted said injury leave, the Township's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability or other payments received from other sources provided by the Township.

I. If the Township can prove that an employee has abused his privileges under this Article, the employee will be subject to disciplinary action by the Township. If the employee is found to be in violation of this Article, he shall be subject to disciplinary action by the Township to the extent which is provided within this Agreement and any Ordinance in effect governing the Township of Marlboro.

ARTICLE XXI

JURY DUTY

A. Any regular full-time employee who loses time from his or her job because of jury duty as certified by the Clerk of the Court shall be paid by the Township the difference between his or her daily base rate of pay (up to a maximum of the normal number of hours per day) and the daily jury fee subject to the following conditions:

1. The employee must notify his or her supervisor immediately upon receipt of a summons for jury service.
2. The employee has not voluntarily sought jury service.
3. No employee is attending jury duty during vacation and/or other time off from Township employment.
4. The employee submits adequate proof of the time served on the jury and the amount received for such service.

B. If, on any given day, an employee is attending jury duty, he or she is released by the Court prior to 11 o'clock a.m., that employee shall be required to return to work by 12 o'clock noon that day in order to receive pay for that day.

ARTICLE XXII

PENSION PLAN

A. The Township shall continue for the lifetime of this Agreement to pay the Township's portion of the pension costs under the Public Employees Retirement System of New Jersey.

ARTICLE XXIII

SAFETY AND HEALTH

A. As practicable, the Township shall attempt at all times to maintain safe and healthy working conditions.

B. The Township and the Union shall form a safety committee consisting of representatives of the Governing Body and bargaining unit employees. It shall be their joint responsibility to investigate and correct the working conditions and to recommend corrective action concerning unsafe and unhealthy conditions. The committee shall meet as necessary to review conditions in general and make recommendations when appropriate.

C. The Township shall provide for adequate cleaning and maintenance of the work place. Proper lighting shall be provided. Any unsafe conditions shall be immediately corrected.

D. Effective in the year 2001, the Township shall maintain the heating and air conditioning systems such that the temperature in all offices does not fall below 68 degrees, nor rise above 79 degrees Fahrenheit. If the temperature exceeds these limits for more than two hours, affected employees will either be moved to another work location or sent home with pay.

E. During calendar year 2000, the Township shall make efforts to upgrade the heating and air conditioning systems.

ARTICLE XXIV

ADHERENCE TO CIVIL SERVICE RULES

A. The Township and the Union agree to be bound by all Civil Service Rules and Regulations.

B. Permanent part time employees will receive pro-rated benefits in accordance with Civil Service Regulations or other legal requirement.

ARTICLE XXV

JOB RELATED COURSES

A. The Township agrees to pay for the tuition and books required when an employee enrolls in a job related course.

B. To be eligible for this benefit, the employee must receive prior approval from his or her immediate supervisor, and then from the Business Administrator. Approval of this benefit shall be at the final and sole discretion of the Business Administrator.

ARTICLE XXVI

PERSONNEL FILES

A. The Township shall establish personnel files or confidential records which shall be maintained under the direction of the Business Administrator or his designated representative.

B. Upon prior notice to an authorization of the Business Administrator or his designated representative, all employees shall have access to their individual personnel file. Any such request shall not be unreasonably denied.

C. The Township shall not insert any adverse material into any file of the employee unless the employee has had an opportunity to review, sign and receive a copy of and comment in writing upon the adverse material, unless the employee waived these rights.

D. The employee shall have the right to respond in writing to any complaint, negative report, or disciplinary warning entered into his individual personnel file, and said response shall also be placed in the employee's individual personnel file.

ARTICLE XXVII

IRS SECTION 125 PLAN

A. The Township will establish an IRS Section 125 Plan no later than July 1, 2000. Employees will thereafter be permitted to set aside a portion of the salary into a pre-tax account to be utilized for the purposes permitted by the IRS which currently include family care and medical expenses.

ARTICLE XXVIII

MAINTENANCE OF STANDARDS

A. All terms and conditions of this Agreement shall remain in full force and effect while a successor agreement is being negotiated until a new agreement is reached.

ARTICLE XXIX

SEPARABILITY & SAVINGS

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

B. If any such provision is declared invalid by operation of law, parties to this Agreement will forthrightly entertain renegotiations on the invalid provision.

ARTICLE XXX

FULLY BARGAINED PROVISION

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.

B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

C. The Township and the Union, for the life of this Agreement, agree that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

D. This Agreement may be modified in whole or in part by the parties by an instrument in writing only executed by both parties.

ARTICLE XXXI

TERM AND RENEWAL



A. This Agreement shall be in full force and effect as of January 1, 2012 and shall remain in effect to and including December 31, 2015 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter. Should the parties hereto fail to reach an agreement for a new contract before the termination of this contract, the terms and conditions of this contract shall continue until the new one is signed changing the terms and conditions retroactive to January 1, 2016.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Marlboro Township, New Jersey on this 3 day of April 2014.

COMMUNICATIONS WORKERS OF
AMERICA, LOCAL NO. 1075

MARLBORO TOWNSHIP
MONMOUTH COUNTY, NJ


By: President


MAYOR

ATTEST:

By: Staff Representative

CLERK


By: Union Negotiating Team


By: Union Negotiating Team

By: Union Negotiating Team

By: Union Negotiating Team

By: Union Negotiating Team

