



TOWNSHIP COUNCIL
MOUNT LAUREL MUNICIPAL CENTER

Distribution _____

Resolution No. 22-R-205

REGULAR MEETING

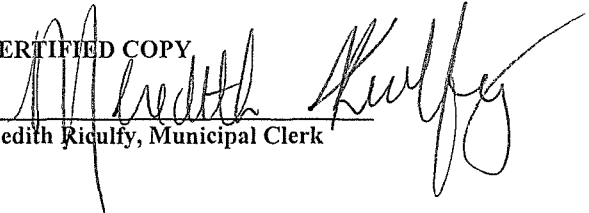
SEPTEMBER 12, 2022

RESOLUTION AUTHORIZING THE SIGNING OF A MEMORANDUM OF AGREEMENT BETWEEN THE TOWNSHIP OF MOUNT LAUREL AND CWA, AFL-CIO, SUPERVISORS UNION FOR THE PERIOD FROM JANUARY 1, 2023 TO DECEMBER 31, 2025

BE IT RESOLVED, by the Township Council of the Township of Mount Laurel, County of Burlington, State of New Jersey that the Mayor and Township Manager are authorized to sign the memorandum of agreement between the Township of Mount Laurel and CWA, Supervisors Union, for the period from January 1, 2023 to December 31, 2025.

This resolution was adopted at a meeting of the Township Council held on September 12, 2022 and shall take effect immediately.

A CERTIFIED COPY


Meredith Riculfy, Municipal Clerk

	MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
Cohen		✓				✓
Janjua		✓				✓
Moustakas	✓	✓				✓
Pritchett		✓				✓
Steglik	✓	✓				✓

Handwritten notes:
Cohen
Janjua
Moustakas
Pritchett
Steglik
Meredith
Riculfy

MEMORANDUM OF AGREEMENT

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

The respective Negotiating Committees of Mt. Laurel Township and the Communications Workers of America, AFL-CIO, Supervisors Unit, hereby agree to the following terms for a successor collective bargaining agreement for the Supervisory Employees unit effective January 1, 2023 to December 31, 2025.

1. This Memorandum of Agreement is subject to ratification by the Mt. Laurel Township governing body and the rank and file membership of the Union in the Supervisory Unit.

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

3. All previous proposals and counterproposals not addressed herein shall be deemed withdrawn by the respective parties. Except as modified herein, the terms of the new three year collective bargaining agreement between CWA and the Township shall be the same as the terms set forth in the January 1, 2023 to December 31, 2025 Agreement, save for updating of dates, as required. New or altered language is marked below as **red and highlighted.**

4. **ARTICLE II HOURS OF WORK:** The regularly scheduled work week will consist of five (5) consecutive days Monday through Friday with the exception of contractual personnel. **The Township's regular hours of business are between the hours of 7:00 am and 4:00 pm. Current work schedules will be maintained, except as provided herein.** However, employees may be assigned to work hours other than the above as

necessary to carry out the functions of their departments. This applies, but is not limited to, the employees of the zoning board, municipal court and/or the planning board. Flex time may be implemented where it is deemed appropriate for those departments where the department head and the employees mutually agree. If the Township has an interest in a four (4) day work week, the hours herein above may change accordingly and said hours must be mutually agreed to through negotiations for affected employees.

Any employee required to work any hours beyond **their** normal working hours above such as, attendance at any council, zoning or planning board meeting, or court session, shall be entitled to overtime pay at time and one half only after the attendance of the usual two meetings per month for those employees involved in planning and zoning meetings. Any evening meetings, employees can report to work at 10 am the following day. These two meetings per month would consist of a maximum of up to seven (7) hours each meeting, any hours worked after the two meetings will be at time and one half.

In some instances, allowances may be made to accommodate family situations. However, all exceptions must be approved by the Department Head and the Township Manager.

A one hour lunch period is allowed during the normal work day. Employees will rotate to permit the respective office to remain open during the lunch periods with the employees rotating their scheduled lunch period. All employees will be permitted two (2) fifteen (15) minute breaks per day, one in the a.m. and one in the p.m. The Township Manager may permit offices to close in an emergency situation or extreme circumstances. Emergency overtime pay may be granted on an emergency basis by the Township Manager upon recommendation from the head of the department.

5. **The Township shall continue current practice for scheduling lunch**

periods. The parties agree to meet and discuss an MOA on summer hours and lunch scheduling no later than 11/30/2022

6. **ARTICLE III SALARIES:** All employees covered by this Agreement who are on a salary basis or hourly basis shall receive the following increases which shall be added to their hourly rate. Longevity is included in the hourly rate:

2023: 1.9% Effective January 1, 2023

2024: 1.9% Effective January 1, 2024

2025: 1.9% Effective January 1, 2025

Employees will be paid bi-weekly by Thursday for the pay period ending the preceding Sunday. On occasions when a holiday falls on a scheduled payday, employees will be paid on the preceding day.

7. **ARTICLE IV OVERTIME:**

- A. Overtime compensation will be paid at the rate of time and a half (1-1/2) to all employees who work in excess of their normal hours listed in Article II Hours of Work and special meeting allowances. The overtime rate for all hours worked on a Saturday will be at time and one half (1-1/2). Sunday and holidays will be double time. The overtime rate for any employee who works in excess of sixteen (16) consecutive hours shall be at double time. Overtime compensation must be authorized by the Department Head or his/her designee.
- B. Employees covered by this Agreement will be compensated at the rate of time and one half (1-1/2) in cash providing there has been approval by his/her designee for authorized overtime hours in excess of the regularly scheduled work week.
- C. For purposes of overtime compensation, all paid time, whether worked or not, as well as approved unpaid Union leave, shall be counted as worked time.
- D. Overtime shall be offered on the basis of seniority and rotated to equalize in the departments that are applicable.
- E. When a department is required to work overtime, the immediate supervisory personnel of that department will also be afforded the opportunity to work overtime.
- F. **The employee shall be given the choice of receiving overtime compensation in cash or time off. Comp time is earned hour for hour until they hit 40 hours in a work week. After 40 hr it will earn at the rate of 1.5. Double time on Sundays and Holidays. Cash compensation will be**

earned at the rate of 1.5 time after 35 hours, with double time on Sundays and Holidays.

G. Whenever an employee who has elected to receive overtime as compensatory time accrues an excess of fifty (50) hours, they shall meet with the Township Manager or Designee to amicably schedule the compensatory time off, or receive the monetary equivalent paid out in a supplementary check with all applicable deductions.

8. **Article VII Call In/Service:** Employees shall receive compensation for any calls requiring them to perform job duties outside of their normal working hours (8am to 4pm on a regular workday).

- For calls received between the hours of 4:00 PM and 9:59 PM on a regular workday or 8:00 am and 8:59 PM on a regular day off or holiday, compensation will be the greater of actual time worked or one (1) hour at the applicable overtime rate.
- For calls received between the hours of 10:00 PM and 7:59 AM, compensation will be the greater of actual time worked or two (2) hours at the applicable overtime rate.
- If an additional call comes in during the hours of compensation, no additional compensation is received, except that all time actually worked will be taken in aggregate and applied as above

9. ARTICLE XIII HEALTH BENEFITS

A. HEALTH INSURANCE:

1. The Township shall provide employees with benefits under the New Jersey State Health Benefits Plan (hereafter "SHBP") which will include benefits for spouse and family as specified in the SHBP. The amount of contribution to be paid by an employee for medical benefits for the employee and any eligible dependents shall be set in accordance with P.L. 2011 c.78. Each employee, spouse and eligible dependents shall also benefit from the SHBP with coverage paid by the employer, less employee premium payments as set forth above. Premium contributions for health coverage will remain at Tier IV rates. Premium contributions for prescription shall remain at 50%.

2. It is agreed that the current health plan, SBHP shall remain in effect for all employees; however, if the Township elects to change the current health care plan, it must be substantially equal to the plans that are in effect now, so that there is no reduction in the overall level of benefits.

3. If an employee leaves Township service, COBRA eligibility for 18 months is as per law. If any employee becomes divorced, family members can pay into the program for up to three (3) years.

B. HEALTH CARE RETIREMENT:

1. Employees who retire from the Township and qualify shall have the option to retain Healthcare through New Jersey State Health Benefits Plan (SHBP) Retirement Plan.

C. DENTAL, OPTICAL, PRESCRIPTION:

1. The current prescription and dental plans shall remain in effect; co-pays will be based on what the SHBP offers and cannot be changed through the collective bargaining process. Employee Prescription Plan contribution will be in accordance with P.L. 2011 c.78 or fifty percent (50%) of the premium cost, whichever is higher. Dental Plan contribution will be fifty percent (50%) of the premium cost.

2. The Township will provide a vision plan, with the employee assuming 50% of the cost. If the Township elects to change the current vision plan, it must be substantially equal to the plans that are in effect now, so that there is no reduction in the overall level of benefits.

3. If the Township elects to change the coverage of these three (3) plans, it must be substantially similar to these three (3) plans that are in effect now so that there is no reduction in the level of benefits for the employees.

D. DISABILITY PLAN:

The Township and the Union have agreed to have the current optional "Disability Insurance Plan" available to all employees with no fees being placed upon them for the administration of this plan. If this optional disability plan is changed, the Township agrees to continue the administration of the new plan without any fees to the employee.

E. In recognition of potential premium increases for the plan year 2023, the parties agree to re-open negotiations no later than September 1, 2023 regarding the terms of this article. Any agreements or amendments to this collective negotiations agreement will be subject to ratification by the respective governing bodies.

10. **Article XVIII: Holidays**

A. The following holidays will be observed:

New Year's Day
Martin Luther King's Birthday
President's Day
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day

Veteran's Day
 Thanksgiving Day
 Day after Thanksgiving
 Christmas Eve Day
 Christmas Day
 Floating Holiday
 New Year's Eve

- B. Whenever any above holiday falls on a Sunday, the following day is observed as the holiday. Whenever such holiday falls on Saturday, it shall be granted on the preceding Friday, unless Friday is a non-workday in which case the holiday will be observed the following Monday. Additional holidays as established from time to time by gubernatorial proclamation, by appropriate authority, by rule, proclamation or order in a given locality, shall be granted for employees.
- C. If a holiday, as indicated above, occurs while an employee is on leave with pay (excluding educational leave), the day shall be recorded as a holiday instead of sick or vacation leave. Holidays do not accrue during any leave of absence. If an employee is absent without pay before and after a holiday, he/she shall not be paid for that particular holiday.

11. ARTICLE XX VACATION

Full-time and part-time Supervisory employees of the Township are entitled to an annual vacation as follows:

<u>Years of Employment</u>	<u>Vacation Days</u>
0 - 12 months of employment	1 working day for each month of employment
1 - 7 years	12 working days
8 - 16 years	17 working days
17 - 20 years	20 working days
21 years and over	23 working days

Years of Employment shall be defined as the employee's anniversary date.

Part-time employees are eligible for vacation leave on a pro rated basis using the above schedule. Accumulation of vacation leave carried over at the end of the year may not exceed 10 days, unless prior approval is received from the Township Manager.

Vacation leave may be taken from time to time in minimum units of one half days. At the time of separation from service, an employee shall be entitled to any vacation pay accumulated and not previously used at the current daily rate, and will be prorated at the time of separation. At the end of each calendar year, employees will receive a record of their vacation leave.

12. ARTICLE XXIV PERSONAL LEAVE:

Each employee covered by this Agreement shall receive two (2) personal days with pay after one (1) year of service and three (3) personal days after two (2) years of service. After five (5) years of service, each employee is entitled to four (4) personal days. After ten (10) years of service, each employee is entitled to five (5) personal days. In addition to the above, each employee shall receive a paid floating personal day after 12 months of employment.

Personal days may be used in cases of an emergency with less than twenty four (24) hours notification. "Emergency" is defined as an event which could not be anticipated and over which an employee had no control.

Personal Leave may be utilized in hour increments.

10. ARTICLE XXVII CONTINUING EDUCATION:

A. Full-time employees are entitled to receive reimbursement for course work taken at an accredited institution if all of the following conditions are met: (1) the course work is related to the improvement of the employee's job skills; and (2) the course work is approved by the Township Manager and the employee receives a "C" grade or better in courses that provide letter grades. A maximum of three credit hours per semester will be subject to being reimbursed. In addition to the above, full-time employees are eligible for reimbursement for non-accredited job related courses subject to the conditions above.

B. Upon successful completion of a course as defined in Article XXVII(A), or successful acquisition of a certificate in classes approved by the Township Manager, an employee's salary will be increased by \$800. This salary increase will be in addition to any and all increases specified in Article III, with the \$800 increase being applied before any percentage increases.

C. Whenever the Township Manager rejects a proposed educational opportunity, a written explanation will be provided to the employee, explaining why the proposed course is not appropriate under Article XXVII(A). Upon request by the employee, a meeting with the Township Manager or designee will be held to discuss the reasoning behind the rejection and to review potential alternative options.

Dated:

M. K. Reulky
MT. LAUREL TOWNSHIP

B. Dilks Brotman
COMMUNICATIONS WORKERS
OF AMERICA