

**AGREEMENT**

**BETWEEN**

**MAYOR AND COUNCIL, TOWNSHIP OF  
BURLINGTON**

**AND**

**CLERICAL UNIT  
COMMUNICATIONS WORKERS OF  
AMERICA, AFL-CIO**

**JANUARY 1, 2022 – DECEMBER 31, 2024**

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## **PREAMBLE**

This Agreement entered into by Mayor and Council of the Township of Burlington, hereinafter referred to as the "Employer" and Communications Workers of America, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of the 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 rate of pay, hours of work, and other conditions of employment. Be it understood that, the "Employee", as used in this agreement, refers to any clerical employee covered under the attached Annex C Salary and Wages Schedule.

## **I. RECOGNITION**

The Employer recognizes the Union as the bargaining agent for the purposes of establishing salaries, wages, hours, and other conditions of employment for all its employees in the classification listed under Annex C Salary and Wages Schedule, attached hereto, and by reference, made as part of the Agreement. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating the rights of employees as established under Laws of 1968, Chapter 303.

## **II. GENERAL RULES**

A. The proposed salary ranges shall be established and applied to all authorized classified positions, except where positions and salary are set by statute, part-time employment or professional services on a specialized basis.

B. The minimum rate shall be the hiring rate for each title. In the event that the employee shows special skills and his/her work record and performance are above average, Management may advance the employee, premature of his/her "after first year" increase, to a higher rate within the same classification, but not to exceed the "after first year" increase. Management shall notify the Clerical Unit in writing, within thirty (30) days of action taken under this paragraph.

C. Whenever an employee is promoted or reclassified from one class or title having a higher salary range or when the salary range of his/her classification is increased, then his/her salary shall be adjusted to the minimum of the new range or at a step commensurate with old rate whichever is closer. In no case shall it be lower than the old rate of former classification. Progression to the next salary step will occur one (1) year from the date of promotion or sooner at Management's discretion.

D. Rates of compensation provided for in these regulations are fixed on the basis of full-time service.

E. During the term of this Agreement, the pay scale will not be reduced unless by mutual agreement of both parties.

F. An employee who performs work in a higher classification than his/her own, and assumes all of the responsibilities and duties of said classification shall be paid for those hours worked in said classification at a step in the upgraded classification equal to the step in the employees current classification (Example: 2nd step Account Clerk to 2nd Step Principal Account Clerk)

G. All salaries and wages shall be paid weekly.

H. Management Rights

1. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the applicable laws and regulations of the State of New Jersey, including, but without limiting, the generality of the foregoing, the right:

- a) To the executive management and administrative control of the Township, and its properties and facilities, and the activities of its employees, subject to the New Jersey Employer-Employee Relations Act;
- b) To hire all employees, and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal, fine, suspensions, or demotions; and to promote, and transfer all such employees; all in accordance with applicable laws and regulations;
- c) To require that no individual shall be initially hired by the Township on a permanent or provisional basis until such individual has been certified by a physician of the Township's choosing, at the Township's expense, as fully capable of performing all the duties required in the position for which he/she is hired. In the event work is begun before a physical can be obtained, continued employment is contingent upon certification as stated above;
- d) To establish programs and objectives, including special programs, and to provide for all needs and services for the residents of the Township and persons who utilize Township services, all as deemed necessary or advisable by the Township;
- e) To decide upon the means and methods of providing all services, selection of equipment, materials, and the utilization thereof by Township Employees of every kind and nature;
- f) To determine work schedules, the starting and ending hours of employment, and the duties, responsibilities, and assignments of employees with respect thereto;
- g) To determine emergencies and the means or manner to cope therewith and to determine when said emergencies have terminated. If said emergencies are economical in nature and Management finds a need to layoff and delete certain job titles causing certain employees to be reclassified to a lower job title, management agrees that, if an employee is currently at the top rate of his/her job title, this reclassification to a lower title will also be at top rate within that new title.

2. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Township, the adoption of policies, rules, regulations, practices, resolutions and ordinances, in furtherance 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 applicable laws and regulations and then only to the extent such specific and express terms hereof are in conformance with the applicable laws and regulations of the State of New Jersey.

3. Nothing contained herein shall be considered to deny or restrict the Township of its rights, responsibilities and authority under any national, state, county, or local laws, regulations, resolutions or ordinances.

4. All of the foregoing powers, duties, and authority shall be exercised or not exercised at the sole discretion of the Township and the exercise or lack of exercise thereof shall be at the sole discretion of the Township and reviewable, if at all only the extent provided for by the N.J. Civil Service Commission laws of this State.

**III. DETAILED PLAN:**

**A. *Equal Treatment***

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

**B. *Salaries and Wages***

1. Annual Increases

Salaries and wages shall be paid according to the following schedule:

- 2022 – 2.50% increase to base
- 2023 – 2.50% increase to base plus \$0.50 per hour added to base
- 2024 – 2.75% increase to base

Salaries and wages will be paid retroactive to January 1<sup>st</sup> of the appropriate year. Chapter 78 healthcare contributions will not be deducted from retroactive compensation payments.

2. Longevity

Longevity pay will be paid to all classified full-time Civil Service Employees covered by this contract in accordance with the following schedule for those employed prior to January 1, 1988.

Years of Service	% of Base Wages
5 Years	2 ½ %
10 Years	5 %
15 Years	7 ½ %
20 Years	10 %
25 Years	12 ½ %

For those employees hired after January 1, 1988 the following schedule will apply.

Years of Service	Annual Amount
5 Years	\$900.00
10 Years	\$1,500.00
15 Years	\$2,000.00
20 Years	\$2,500.00
25 Years	\$2,600.00

Effective January 1, 2014, all employees receiving longevity will have the dollar value of their longevity established and frozen for the years 2014 and 2015.

New hires as well as those not entitled to longevity payments as of January 1, 2014 will not be entitled to longevity compensation.

### 3. Education Stipend

Employees holding educational degrees will receive the following lump sums payable in December each calendar year:

- Associate's Degree - \$950.00
- Bachelor's Degree - \$1,250.00

### 4. Annual Incentive

As incentive for perfect attendance at work, any full-time, provisional or permanent employee covered by this contract who does not utilize any portion of his/her sick time, injury or Worker's Compensation benefit, shall be awarded with an annual incentive which will be issued by Payroll Check in the amount listed below or deposited in employee's Deferred Compensation Account.

One year of perfect attendance	\$300.00
Two consecutive years	\$400.00
Three consecutive years	\$600.00

An employee not utilizing any portion of sick time, injury time or Worker's Compensation benefits during the **three (3)** year time period would remain eligible for the **three (3)** year level for as long as no sick, injury or Worker's Compensation benefits were used. An employee would revert back to the one (1) year level whenever sick time, injury time, or Worker's Compensation benefits are used.

This program will become effective as of January 1, 1988, regardless of any previous accomplishments by the employee prior to this date.

## **A. Work Schedule**

1. The regular starting work shifts shall not be changed without forty-eight (48) hours advanced notice to the affected employees. Emergency circumstances shall preclude this procedure.
- a) Personal Leave: Each employee shall be allowed up to five (5) days personal leave; Three (3) paid, Two (2) unpaid; which may be used for personal business that can only be attended to during regular business hours with permission of their immediate supervisor. The first three personal leave days granted should be the paid days. Personal leave time will not be accumulated. Personal leave will not be earned when an employee is hired at any time within the hiring month of the year. Employee will earn one-half day every two (2) months following the hiring date until the end of the year. Said employees will receive the full complement of

paid personal time commencing January 1 of the following year. Pro-rating of paid personal time will be determined upon the completion of the two (2) month period. Should an employee not have to use any or a part of paid personal time in any given year of this contract, then one-hundred (100) percent of said unused time will be credited to that employee's sick leave account in the subsequent year.

b) Birthday: Normally taken on actual birthday, can be taken on any day if agreed on by Department Head with a one (1) week notice by employee. Employee having taken his/her birthday prior to actual occurrence and leave Township service shall reimburse the Township the equivalent of one (1) day's pay.

c) Holidays:

(1) Any employee covered under this contract shall receive time off with pay for each of the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	General Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth, 3 <sup>rd</sup> Friday in June	Day After Thanksgiving
July Fourth	Christmas Day

(2) If any of the foregoing holidays falls on a Sunday, Monday shall be considered as the holiday. If any of the holidays falls on a Saturday, Friday shall be considered as the holiday.

(3) If one of the preceding holidays falls within the employee's vacation period or scheduled days off, the employee shall receive an additional day off to be authorized by his/her supervisor.

(4) Holiday pay will not be granted whenever an employee is absent during any portion of the work day before or after the day on which the holiday is celebrated except during vacation or unless the employee brings a doctor's excuse, or unless the employee brings a note from a child's school with date and time or pickup or drop-off and the reason is not for vacation or other holiday-related time off. Those employees who are scheduled a year in advance and work the actual holiday will be excluded from bringing in a doctor's excuse. All Clerical employee(s) scheduled or called in on an Authorized Holiday shall be compensated at double (2x) time plus their regular hourly rate.

d) Bereavement Leave: A Maximum of five (5) paid bereavement leave days will be granted to provisional and permanent full-time employees for a death in the immediate family. Immediate

family shall include mother, father, spouse, sister, brother, children, stepchildren, stepparents, stepbrother, stepsister and spouse's parents. A maximum of three (3) paid bereavement days will be granted to provisional and permanent full-time employees for the death of a brother-in-law, sister-in-law and employees grandparents. A maximum of one (1) paid bereavement leave day shall be granted to all provisional and permanent full-time employees for the death of an aunt, uncle, niece, nephew, and spouse's grandparents. An additional two (2) days will be granted for out-of-state travel requirements if the funeral is more than five (500) miles one-way. If requested by the Township Administrator, employee shall provide proof of family member's death (i.e. newspaper clipping, obituary, copy of death certificate.) Provided however, that should an employee be on an approved vacation leave at the time of the death of any aforesaid family members, vacation leave will be superseded by bereavement leave for the allowable number of days cited herein.

- e) Leave of Absence: A permanent employee holding a position in the classified service, who is temporarily either mentally or physically incapacitated to perform his/her duties, or who temporarily desires to engage in a course of study such as will increase his/her usefulness on his/her return to service, or who for any reason considered good by the Mayor and desires to secure leave from his/her regular duties may, with the approval of Mayor and Council, be granted special leave of absence without pay for a period not to exceed six (6) months. Any employee asking for a special leave without pay shall submit his/her request in writing stating the reasons why, in his opinion, the request should be granted, and the date of his/her return to duty. For each separate case of special leave without pay other than as herein provided under the statutes shall, at the time the leave is approved, it shall be determined whether the employee granted such leave shall be entitled to his/her former position on his/her return from such leave or whether his/her name shall be placed on the re-employment list for this class. Any employee granted a leave of absence by the Mayor and Council (not to exceed six (6) months) should not accumulate seniority while on leave of absence. For a leave of absence other than medical and/or covered by the Family Leave Act, the employee shall be responsible for 100% of Health Care Expenses and/or premiums. This provision will not apply when the employee is exercising their rights as covered under the Family Leave Act (4A:6-1.21). Payment to the Township shall be made on a monthly basis. Payroll deductions for such coverage will be continued and payable during this period by the employee. Sick and vacation time will be pro-rated on the basis of actual year's service less leave time. Holidays occurring during such leave period will be unpaid and not transferable to the later date(s). Such provisions are expected in case of veteran status as provided by Federal Law. Leaves of absence will be in accordance with the provisions contained in Subtitle III of Title II of the Revised Civil Service Statute. The Township shall promulgate a Donated Leave policy which shall be made available to all employees covered under this agreement (Annex C).
- f) Family Leave: All employees with a minimum of 12 months service are entitled to up to 12 weeks unpaid leave in any twenty-four month period, taken either consecutively or intermittently over a twelve-month period. Said leave may be taken upon: 1) the birth, adoption, or foster placement of a child, 2) the serious health condition of a family member, 3) your own personal serious health condition. During said leave the Township shall continue to provide all benefits as previously provided, including health insurance coverage. The



Township may require certification of birth, adoption, foster placement, or serious health condition. Notwithstanding the above provisions, all leave of absences shall be administered in accordance with applicable State and Federal Law.

g) Hours-Work and Overtime:

(1) Normal workday shall consist of seven (7) continuous hours and a normal workweek (35 hours) shall consist of five (5) workdays. During any workweek, employees shall be granted two (2) consecutive days off.

(2) Authorized overtime is subject to approval of the Department Head.

(3) For the purpose of payroll calculations, the workweek shall commence at 12:01 a.m. Sunday.

(4) Pay checks to be issued every Friday.

(5) Overtime compensation shall commence when the employee's time worked exceeds thirty-five (35) hours per week or exceeds seven (7) hours per day.

Authorized overtime compensation shall be computed at an hourly rate equal to one and one-half (1-1/2) times the equivalent hourly rate. Double (2) time the equivalent hourly rate on the seventh (7th) consecutive day worked. This will apply only if all days have been actually worked. Holidays, vacation and paid sick days may be counted only toward the thirty-five (35) hours per week for overtime. Overtime after the first tenth (1/10th) hour shall be computed to the nearest tenth (1/10th) hour.

(6) The management will diligently attempt to give employees at least a half hour notice on all overtime work.

(7) Employees called into work from home on an emergency call-out, outside their regular work day, shall be guaranteed a minimum of two (2) hours pay prior to 12:00 midnight and three (3) hours pay after 12:00 midnight up until the starting time of their regular shift at the hourly rate equal to one and one half (1-1/2) times the equivalent hourly rate.

(8) All employees covered by this contract shall be entitled to additional compensation for shifts worked. Normal shifts apply to a continuous seven (7) hour work period primarily between the hours of 9:00 a.m. and 5:00 p.m. An employee whose normal shift is deemed the second shift, between the hours of 5:00 p.m. and 12:00 midnight, he/she shall be entitled to an additional ten (10) cents per hour salary. An employee whose normal shift has been determined to be the third shift, between the hours of 12:00 midnight and 7:00 a.m. he/she shall be entitled to an additional fifteen (15) cents per hour.

The parties expressly agree that the Township has the authority to alter, from time to time, the starting and stopping time for any shift as the Township determines appropriate.

(9) All permanent vacancies or new jobs shall be posted on all bulletin boards for five (5) working days. Employees on leave of absence shall be so notified in writing of any vacancies.

- a) If the job opening is promotional, present full-time employees will be given preference of the job in accordance with Civil Service.

(10) Any employee who retired prior to contract settlement shall receive all benefits and responsibilities of the contract in force at the time of retirement unless otherwise provided for. Contract settlement shall be defined as ratified by the membership and approved by Council.

(11) All clerical employees will be guaranteed a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon with a one (1) hour lunch, unless otherwise agreed upon by the employee and the Department Head. Clerical employees may combine these two (2) daily fifteen (15) minute break periods into one (1) 30-minute period for physical exercise (walking) at the discretion and sole determination of the Department Head. Use of said option shall not cause any disruption of office procedures or a personnel shortage. Said combination may not be taken at the beginning or end of the workday nor as part of an extended lunch period.

### ***B. Seniority***

Seniority is defined to mean the accumulated length of continuous service with the Township computed from the last date of hire. In computing the length of service for purposes of determining seniority rights, all time taken in an unpaid leave of absence status shall not be counted in determining seniority.

If a question arises concerning two or more employees who were hired on the same date, the following shall apply:

If hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the employer's payroll records; first name, first preference, etc. For employees hired on the same date subsequent to the effective date of this agreement, preference shall be given in alphabetical order by employee's last name. If permanent employee status is not affected, seniority can be computed from hiring date.

Except where N.J. Civil Service Commission Statutes require otherwise, in all cases of promotions, demotions, layoffs, recalls, vacation schedules, and other situations where

substantial, the employee with the greatest amount of seniority shall be given preference, provided he/she is qualified to perform the work involved.

**C. Worker's Compensation Safety & Health**

1. Employees disabled with job related injuries and unable to work will receive full pay from the Township, and will endorse any compensation checks received over to the Township.

The time limit will be determined by the compensation doctor. When the compensation doctor determines that an employee may return to work, the Township checks will cease unless the employee returns to work.

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

- a) Tools or devices reasonably necessary in order to insure their safety and health.
- b) HVAC equipment will be maintained to insure reasonable temperatures at all times (in no case lower than 68 or higher than 74).

3. All safety and health rules must be obeyed by the employees and the employer. The principal of "work then grieve" shall apply in all cases.

4. All safety problems reported by the employees shall be reviewed by the Mayor's Safety Committee. If a solution cannot be reached on by mutual agreement, then the problem can be handled as a grievance.

**D. Grievance and Arbitration Procedure**

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement shall be settled in the following manner:

1. The employee shall take up grievance or dispute with the union representative and immediate supervisor no later than twenty-four (24) working hours after the occurrence or knowledge of such grievance or dispute, excluding weekends or holidays, and will have twenty-four (24) working hours to settle.

2. The Union will then have forty-eight (48) working hours, excluding weekends or holidays, to grieve the immediate Supervisor's decision (in writing) to the Management. Management will then resolve grievance within forty-eight (48) working hours.

3. The Clerical Unit may then, within forty-eight (48) working hours, excluding weekends, or holidays, from Management determination, further grieve to the Mayor his/her representative who will have thirty (30) days to resolve the grievance.

4. In the event that the grievance is still unsettled, the Clerical Unit may, within ten (10) days after discussion with Mayor or his/her representative, apply to the Civil Service Commission or Public Employee Relation Commission, pursuant to rules and regulations established by P.E.R.C. under provisions of Chapter 303, Laws of 1968.

5. In the event of arbitration proceedings, the Union representative shall be allowed time off, with pay, for the purpose of attending such proceedings and be it further recognized that the cost of witnesses, etc., shall be borne by the party requesting same. The cost of an arbitrator shall be borne equally.

6. In the event that disciplinary action is taken against any person covered under the provisions of this contract, the following procedure shall apply:

- a) The Director of the Department involved shall serve upon the employee a proper N.J. Civil Service Commission notice, which specifies the nature of the charges and action taken. A copy of said notice shall be filed with the Township Administrator. In the event that no hearing is required by law, the employee shall be free to proceed with paragraph 3 through 5 of this section of the contract.
- b) In the event that a hearing is required by law, the initial notice shall specify the time, date and place of the hearing which shall be held before the Administrator of the Township of Burlington. Said hearing shall be held within the time requirements established by law for the holding of hearings for the employee subject to the hearing. At the hearing before the Township Administrator, the Department Head shall present the basis for the charges set forth within the notice filed. Subsequent to the presenting of said facts, the employee shall have the right to cross-examine witnesses, present witnesses or other evidence and to testify in his/her own behalf. The employee shall, in addition, have the right to be represented at all proceedings by the Union or counsel of employee's choosing and cost.
- c) Within thirty (30) days from the date of the hearing before the Township Administrator, the Township Administrator shall render his findings of the fact and conclusions of law which shall rule on the appropriateness of disciplinary action in the matter pending. A copy of said findings of facts and conclusions of law shall be filed with the Mayor and Township Administrator, along with the employee and the Township Department Director affected. The Mayor of the Township of Burlington, within seven (7) days from receipt of the findings of fact and conclusions of law, shall affirm, modify or reverse the determinations made by the Township Administrator, which action by the Mayor shall be deemed final for purpose of review.

In the event that no action is taken by the Mayor within seven (7) days after receipt of the findings of fact and conclusions of law, the determination of the Township Administrator shall be deemed adopted by the Mayor and a final decision in the matter subject to appeal in accordance with the provisions of law.

- d) At all proceedings wherein disciplinary action is pending, the Clerical Unit shall have the right to represent the interest of the employee and to actively participate in his/her defense.

**E. Rights and Privileges of the Union**

1. The employer agrees to deduct weekly from the base pay of each employee who furnishes a written authorization for such deduction in a form acceptable to the Employer, the amount of monthly Union Dues. Dues shall be per month or such amount as may be certified by the CWA to the Employer at least thirty (30) days prior to the month in which the deduction of Union Dues is to be made. Deduction of Union Dues made pursuant hereto shall be remitted by the Employer to the CWA Local 1036, c/o Financial Manager, 1 Lower Ferry Road, West Trenton, New Jersey 08628, by the 10th (tenth) calendar day after such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Local CWA President.

The CWA agrees to indemnify and hold the Township harmless against any, and all claims, suits, orders of judgments brought or issued against the Township with regard to the dues check-off, except for any claims that result from negligent or improper acts of Employer or its agent or servants.

2. Dues deduction may only be stopped if the employee so requests. Any such request must be in writing and submitted to the Township prior to December 15 of any given year. Dues shall be halted beginning with the first pay period of each calendar year.

3. The Township will immediately supply the Union a copy of any request to halt dues.

4. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish the Township written notice prior to the effective date of such change, and shall furnish the Township a certified copy of the Resolution, indicating dues changes and the effective date of such changes.

5. Representatives of the Clerical Unit shall be permitted a reasonable amount of time to transact joint union and management business on the premises as long as it does not interfere with assigned duties. Employees designated by the Union President for Union business. Such leave will be treated as personal leave without pay and permission for such leave may be withheld if operational consideration so require. Such leave shall be considered as time worked for the purpose of seniority accrual and other fringe benefits, provided that such leave does not exceed ten (10) workdays. Management may require appropriate proof of representative's attendance to substantiate approval of such leave. The Clerical Unit may have use of a meeting room in the Municipal Building when appropriately scheduled through the proper authority. No employee shall be allowed to be called in and have charges put against him/her by the Management without being represented by a shop steward.

6. The Union Negotiating Committee will, at appropriate times, discuss with Management the most recent job evaluation done by the N.J. Civil Service Commission.

7. The Clerical Unit and the Employer will establish a Joint Committee for the study of all titles covered under this contract to determine comparable worth. This committee will serve in an advisory capacity outside normal contract negotiations. The findings of this Committee will in no way cause any job title pay to be lowered.

8. In the event the N.J. Civil Service Commission eliminates any job title which is currently in the bargaining unit and workers are placed into either an existing job title or a newly created job title, the employer agrees to negotiate over the wage rate of the job title(s) in which workers are placed if there is no wage rate to cover that particular title. Such negotiations will only be concerned with the wage rate for the newly created title and will have no effect on any existing rates in the salary scale.

Additionally, in the event that two or more existing job titles which are currently paid at different rates are consolidated into one title, the pay rate of the highest rated job shall become the wage rate for the consolidated title.

9. When the employer establishes a new job, for which there is no rate of compensation provided in the Schedules attached, the Employer and the Union shall reach agreement on an appropriate rate of compensation for the Title, in relation to existing positions, prior to promulgation of the advanced notice. The Employer agrees that no appointment shall be made to any such position prior to an agreement of the Parties on the above. The establishment of said rate for a newly created job title shall have no effect on any existing rates.

The Union understands and agrees that their responsibility is strictly limited to the establishments of a salary rate and not the determination of the specific job title or any other conditions under management's jurisdiction. Union recognizes the fact that Management's creation of a new job title is essential and must be accomplished in a timely manner.

## ***F. Benefits***

### Group Insurance Plan for Employees

The Township shall participate in a Health Benefits program to provide for Hospital, Surgical, Prevailing Fee, and Major Medical benefits coverage. The Township will provide for a self-insurance program.

The plan shall be available for full time permanent or provisional employees on the first of the month after thirty days of hire. Employees hired on 8/14 will be put on benefits as of 10/01.

There shall be no changes in the group hospital medical plan or any type of insurance presently maintained and paid by the Employer and the Employees, except in the case of a new plan that is equivalent or better.

Employee contribution to premium cost shall be in accordance with applicable law and shall be made by payroll deduction. Employee contributions will continue at the rate of tier four of Chapter 78.

The Township shall not increase health insurance premiums in 2017, 2018 or 2019.

Insurance Buy-Back

The Township agrees to make a payment to any employee who elects to waive their rights to certain insurance coverage provided by the Township. The Payment will be made on a calendar year basis and will be paid to those employees who have filed a waiver of coverage with the Personnel for the coming year. The waiver must be filed at least one (1) month in advance of the effective date of the waiver.

The amount of payment per year for a waiver of the medical-surgical-major medical coverage is as follows:

MEDICAL

Single	\$1,400.00
Parent & Child	\$2,300.00
Member/Spouse	\$3,200.00
Family	\$4,100.00

PRESCRIPTION

Single	\$400.00
Parent & Child	\$600.00
Husband & Wife	\$850.00
Family	\$1,000.00

DENTAL

All	\$100.00
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If an employee elects to re-join the Township group coverage, the employees shall make application to do so, and the employee shall pay the Township the pro-rata portion of any unearned portion of the waiver payment previously paid to the employee. An employee may only re-join during an open enrollment period, if applicable.

In the event that employees are married or become married while both are employed by the Township, the Township will only provide health benefits to one (1) of said employees. Said employees as covered under spouse's health plan shall not be eligible for insurance waiver.

**Health Benefits After Retirement (For Employees hired prior to July 1, 1997)**

The Township will provide a Self Insured Program. For the purposes herein provided Health benefits shall be defined to include: Major Medical, Vision/Hearing, Dental, and Prescription coverages. The Township will provide the established limit for Health Benefits from date of

retirement until employee becomes eligible for Medicare. In order to be eligible to receive the limit of Township coverage, the following conditions shall apply;

- a) Twenty-Five (25) total years of service with the Township of Burlington or employed by the Township prior to 1973.
- b) An employee who retires prior to fifty (50) years of age after twenty-five (25) years of service shall be entitled to have the Township pay 50% of the present limit with remainder by the retiree.
- c) An employee who retires or is retired after attaining the age of 50 and after twenty-five years of service or employed by the Township of Burlington prior to 1973 shall be entitled to have the Township pay 75% of the present limit with the remainder paid by the retiree
- d) Upon reaching the age of 55 the Township will provide 100% of the present limit with the remainder paid by the retiree.
- e) Health Benefit limits will only be extended to the retiree and spouse. Any additional coverage for dependents shall be borne strictly at retiree's expense at the Township rate.

**Health Benefits After Retirement (For Employees hired after July 1, 1997.)**

Health Benefits will be provided to Employees hired after July 1, 1997 in accordance with the following:

- a) Twenty-Five (25) years of continuous service.
- b) Coverage shall be for health only. Dental and Prescription may be carried at employee's sole cost. Eye/Hearing coverage shall cease upon retirement.
- c) Coverage shall be provided to the employee only. Spouse and/or eligible dependents may be included at employee's sole cost.
- d) All other provisions pertaining to age and percentage limits apply as found for employees hired prior to July 1, 1997.
- e) Retiree payments must be made to the Township on a quarterly basis. The Township shall notify retiree in the event of a rate change that will effect quarterly payments. Should payments not be received by the Township on the last day of the month due or within thirty (30) days, Township provided coverage may be discontinued. It is fully understood and agreed between the parties that it shall be the retiree's sole responsibility to maintain the prompt payment of any and all co-payment amounts. The Township will endeavor to contact the retiree should payment become delinquent in a reasonable manner.
- f) Should a retiree opt not to avail themselves to this benefit and decline participation at any time there shall be no readmission or availability of this benefit at any subsequent date.



- g) It is the intent of the Township of Burlington to provide for the continuation of existing coverage at a level equal to that at the time of retirement to the eligible retiree until eligible for Medicare. Coverage shall be at the same level under conditions found above as when the employee retires from Township service or less at the employee's option. In the event that any Township Health Care Provider amends its coverage requirements or imposes conditions on the retiree over which the Township has no actual or contractual control, the Township will not be obligated to provide additional or different insurance coverage to substitute for the coverage at the time of retirement. The Township shall continue such coverage for retirees as is set forth in this agreement hereafter to the extent such coverage remains permissible under New Jersey Law.

Those employees covered under this agreement who retire from Township service at age 60 and not eligible for Township paid benefits cited above may elect to remain in the Township's Health Benefits Plan for a period so as to end when employee is eligible for Medicare Coverage at the employee's sole cost. Those employees will be billed on a quarterly basis at the same rate that the Township is charged. Coverage shall be at the same level as when the employee leaves Township service or less at the employee's option. Failure to remit quarterly payment within 30 days when due may result in discontinuance of coverage.

The Township will participate 50% up to **\$800 (effective January 1, 202)** whichever is less for supplemental insurance from age 65 till death for the employee only, providing he/she was hired prior to January 1, 1997 and, providing he/she is eligible to receive health benefits after retirement.

Should a retired employee receive health benefits equal to or better than the Township's coverage from another employer, Burlington Township will not provide any Health Benefits for that employee. Retired employee must provide the Township with certification of such coverage or lack thereof as it applies to this benefit.

Should a retired employee be provided Health Benefits equal to or better than the Township's coverage as a benefit of spouse's employment Burlington Township will not provide any Health Benefits for that Employee. Retired employee must provide the Township with certification of such coverage or lack thereof as it applies to this benefit.

#### Dental

The Township shall, at its own expense provide a dental care program for the employee and his/her family depending upon his/her date of hire. CWA Clerical Unit may request a renegotiation of the existing dental care program provided by the Township by serving written notice to the Township Administrator at least ninety (90) days prior to the end of the term of the existing program.

#### Disability Plan

The Township shall provide a State of New Jersey disability plan for its employees. Employees will be charged by means of a payroll deduction in an appropriate manner at whatever rate the State of New Jersey determines to be the cost of the employee for the life of this contract.

Life Insurance

(Permanent employees eligible) The Township of Burlington has a group life insurance plan for members of the Public Employee's Retirement System of New Jersey. The following is the coverage for non-contributory and contributory members:

Less than age 70	3 times your salary
Age 70 or older	3/8 times your salary

Contributory insurance is .50% of the employee's Salary and is paid by the employee or percentage set by Division of Pensions.

Prescription Plan

The Township shall provide co-pay Paid Prescription plan for its employees and their families if eligible depending upon the employee's date of hire according to the following:

- \$10.00 Brand name
- \$5.00 Generic
  
- MAIL ORDER
- 3 month supply @ 2X specific co-pay
- Brand Name \$10 - Generic \$5

Vision/Hearing Plan

The Township will provide \$400 every two (2) years for those employees covered under the Township's Self-Insurance health plan for the employee, spouse/civil union partner and covered dependents to the maximum of \$1,600 every two (2) years. For those employees covered under the Township's premium based plan, the Township will provide the difference between said plan coverage and those amounts set forth above provided that appropriate documentation of claim and payment have been made.

Said reimbursement shall be on a yearly basis for only one (1) of the following items or a combination not exceeding the maximum:

1. Eye examination
2. Prescription glasses or contact lenses
3. Hearing aid

Provided that appropriate receipts and documentation is submitted and accepted by the Township.

Annual Vacations

- a) An employee hired by the Township of Burlington shall be entitled to receive by way of vacation one (1) day per month of employment to a maximum of twelve (12) days of vacation. New employees shall only receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month. Said vacation time shall be deemed the exclusive vacation time earned by an employee until after seven (7) years of service with the Township. After seven (7) years of service, the following schedule shall apply:

After 7 Years	15 Days
After 13 Years	20 Days
After 20 Years	25 Days

- b) Vacation shall be taken during the calendar year with up to five (5) allowable carry-over days with the approval of Management. Said "carry-over" days must be used in the immediate succeeding year and are not cumulative. Employees must notify their Department Head of their carry-over request, in writing, no later than December 1 of any contract year. Vacations will not be restricted to any particular season of the year but may be granted by the Township anytime within the year.

Employees shall be entitled to carry forward up to eight (8) unused vacation days from 2023 to 2024, provided if an employee carries over eight vacation days to 2024, he/she shall not be allowed to convert any additional sick days to vacation days that year. Vacation carryover provisions shall revert to five (5) days carry over each year thereafter.

- c) In the event that vacation days are not taken and the cause is that of the Township, the Township may elect to pay in cash, for said vacation or the employee may select alternative vacation days with the approval of the supervisor.
- d) All vacation requests must be submitted in writing. The first two (2) weeks of vacation will be subject to seniority preference. Vacation schedules may be changed only with the approval of the Management. Notification, in writing, of approval or disapproval will be made to the employee within the five (5) working days from the time of request.
- e) Any employee who is laid off or retired from service of the employer, prior to taking his vacation, shall be compensated in cash for the unused vacation he has accumulated at the time of the separation on a pro-rated basis for the year in which the employee leaves Township Service. An employee who is separated from service for disciplinary reasons shall lose any vacation days accumulated but not used.
- f) Each employee shall be notified, in writing, on or before January 1st of each year of his/her sick and vacation entitlement.

Sick Leave with Pay

- a) New employees shall only receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with 15 working days. If an employee requires none or a portion only of allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his/her credit from year to year, and he/she shall be entitled to such accumulated sick leave with pay if and when needed. Sick leave for purposes herein is defined to mean absence from duty of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his/her position, exposure, to contagious disease, a short period of emergency attendance upon a member of his/her immediate family seriously ill and requiring the presence of such employee. The Department Head will have the authority to contact the employee reported off sick to ascertain his/her condition and possible return to work date.
- b) Employees have the option of converting **five (5)** accumulated sick days to **five (5)** vacation days in the subsequent year, **in conjunction with carried over vacation for no more than a total of five (5) days**. Employees are to notify their department/office heads of this conversion in writing by December 1, for use the following year.
- c) Sick leave claimed by reason of quarantine or exposure by contagious disease may be approved on the certificate of the Local Department of Health.
- d) Any employee taking off sick shall notify the appropriate person, as designated by their Department Head, within one (1) hour after their starting time.
- e) The total years of service after permanent appointment of each such employee in the classified Civil Service shall be considered in computing accumulated sick leave due and available.
- f) Employees shall receive one-half (1/2) day pay for each day of accumulated sick leave at retirement. Sick leave for the year in which retirement occurs will be pro-rated based upon the amount of paid service in the given year. If an employee is receiving sick pay at the time of retirement, such payments shall cease at the effective retirement date and all remaining sick leave shall be paid in a single payment at one-half (1/2) the regular rate. Retirement is defined as that time when employee formally files for pension benefits with the State of New Jersey and receives an established date from the New Jersey Civil Service Commission.

**Employees who were hired after May 21, 2010, may not receive upon retirement an amount greater than \$15,000 for unused sick leave. This is in accordance to N.J.S.A. 11A:6-19.2.**

- g) Effective January 1, 2001 employees may exercise the option of receiving the dollar equivalent for any unused sick time in one (1) specific year. In exercising this option, the

employee shall submit a letter to the Department Head on or before January 1<sup>st</sup> requesting payment of said unused days up to the maximum earned and unused in the year of this option. Payment shall be made in the dollar amount of the year earned upon final passage of the Township Budget. Said hourly rate shall be that as of December 31<sup>st</sup> for the year of request. Exercising said option need not be consecutive nor continuous and shall be made at employee's selection.

**Employees hired after May 21, 2010 are prohibited from participating in the Sick Time Buy Back program.**

- h) Nothing heretofore controlling, the provisions of N.J.A.C. 4:1-17.18 shall control the handling of sick leave within the Township.

**IV. SCHOOL REIMBURSEMENT**

Full Time Employees will be eligible for tuition reimbursement for courses which are job related provided prior approval is received from the Township Administrator after a written request to and recommendation by the Department Head to the Administrator. Approval will be determined by available funds in the Department's Budget. In the event that funds are available for only one employee, attendance will be determined on a rotating basis among all employees of said department. Reason for denial will be made in writing to the employee with copy filed for review with and by the Township Administrator. All mandatory schooling required by the Township will be at the Township's expense.

If prior approval is granted, the employee must submit evidence that he has attained a grade equivalent to a "C" or better. In addition, the employee must agree to remain in the Township's service for a period of six (6) months following completion of each three (3) credits reimbursed. Such period of Township service is to be cumulative. If such employee does not remain in the Township's service for the appropriate length of time, the total amount of tuition paid will be reimbursed to the Township by the Employee or deducted from the employee's final pay.

The amount of each reimbursement shall be limited to the cost of three (3) undergraduate credit hours at Rowan at Burlington County Community College or if the courses are taken elsewhere, 1/2 of equivalent cost of three (3) undergraduate credit hours at Rutgers, the State University per semester. The employee must earn a grade of B or better to receive the reimbursement.

**V. COLLEGE REIMBURSEMENT**

Associate's Degree	Bachelor's Degree
\$950.00	\$1,250.00

Payment to be made on or before December 1<sup>st</sup> for life of contract.

**VI. USE OF INTERPRETER**

The services of an interpreter for employees who are hearing impaired shall be provided at the Township's expense for attendance at meetings of a general nature as called by the Township.

Said meetings are such that they would deal with issues that affect the entire Township workforce as a whole and not any one department in particular. Said services shall not be provided at the Township's expense for any and all meetings called for by any specific bargaining group.

## **VII. LENGTH OF CONTRACT**

It is understood and agreed between the parties to this agreement that this contract shall be multi-year in nature and is designated to cover the labor and management understanding for all employees covered by this contract for two (2) years except that the provisions hereinafter detailed shall automatically change effective January 1 of the year of the contract term involved provided that in the event that legislation is required, the effectiveness of the provisions shall be postponed until said legislation is adopted but shall be retroactive in any event until January 1 of the year involved.

## **VIII. TERMINATION**

A. This Agreement shall be effective as of the first day of January 2022 and shall remain in full force and effect until the thirty-first (31) day of December, 2024. It shall be automatically renewed from year to year and thereafter, unless either party shall notify the other, in writing, ninety (90) days prior to the expiration date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin "no later" than sixty (60) days prior to the expiration day; and this Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

10. In the event that either party desires to terminate this Agreement, written notice must be given to the other party, not less than thirty (30) days prior to the desired termination date, which shall not be before the expiration date set for in the preceding paragraph.

## **IX. SEPARABILITY AND SAVINGS CLAUSE**

This Agreement is the entire understanding between the parties and in the event that any paragraph, section or sub-paragraph hereof shall be declared unconstitutional or contrary to prevailing law, it is the intent of the parties to allow the balance of the contract to survive as is and to adhere to the terms and conditions of the contract as if the offending paragraph were not a part of this contract and the balance of the Agreement shall remain in full force and effect.

## **X. FULLY BARGAINED FOR PROVISIONS**

This Agreement represents the totality of the understanding and agreements reached between the parties and it is the intent of the parties that during the term of this agreement that neither side shall be required to negotiate or to renegotiate over any of the subjects herein contained and that contractual understanding between the parties shall, during the term of this Agreement, be governed by the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 10<sup>th</sup>  
day of January 2022.

For Burlington Township:

  
\_\_\_\_\_  
E. L. "Pete" Green  
Mayor

For Communications Workers of America:

  
\_\_\_\_\_  
Adam Liebtog  
CWA 1036 President

ATTEST:

  
\_\_\_\_\_  
Mary E. Field  
Township Clerk

**XI. ANNEX A – MUNICIPAL COURT**

It is agreed and understood between the parties that the Municipal Court Office has different demands and duties than other municipal offices. In recognition of such, it is further agreed between the parties that the Township shall purchase and maintain FAX machines in the personal residences of Municipal Court Employees represented by the Clerical Unit. Said FAX machines shall only be used for Township purposes. The Township will further pay for the monthly service line charge.

In consideration for the use of fax machines, it is agreed between the parties that when said fax machines are used in the residence, the following “call-in” overtime rates will apply:

1. One (1) hour of overtime prior to midnight.
2. One and one-half (1 ½) hours of overtime after midnight up to the normal starting time.

Should employees be required to appear in the Municipal Court Office the normal overtime call in rates remain in effect.

***STANDBY STATUS***

Employees required to be in an on-call or standby status on Saturdays, Sundays and holidays shall receive one (1) hour of overtime for those days on such status. Management shall take all reasonable measures to assure that such duty is distributed equally between all employees.



## **XII. ANNEX B – SALARIES**

<b>ADMINISTRATIVE SECRETARY</b>			
	<b>2.50%</b>	<b>2.5 + .50</b>	<b>2.75%</b>
	<b>2022</b>	<b>2023</b>	<b>2024</b>
Starting	\$ 21.61	\$ 22.65	\$ 23.27
1st	\$ 23.67	\$ 24.76	\$ 25.44
2nd	\$ 25.71	\$ 26.85	\$ 27.59
3rd	\$ 27.92	\$ 29.12	\$ 29.92
4th	\$ 30.10	\$ 31.35	\$ 32.21
5th	\$ 31.99	\$ 33.29	\$ 34.21
6th	\$ 33.91	\$ 35.26	\$ 36.23
<b>SECRETARIAL ASSISTANT</b>			
	<b>2.50%</b>	<b>2.5 + .50</b>	<b>2.75%</b>
	<b>2022</b>	<b>2023</b>	<b>2024</b>
Starting	\$ 21.04	\$ 22.07	\$ 22.68
1st	\$ 23.14	\$ 24.22	\$ 24.89
2nd	\$ 25.18	\$ 26.31	\$ 27.03
3rd	\$ 27.38	\$ 28.57	\$ 29.35
4th	\$ 29.55	\$ 30.79	\$ 31.63
5th	\$ 31.48	\$ 32.77	\$ 33.67
6th	\$ 33.31	\$ 34.65	\$ 35.60
<b>PRINCIPAL ACCOUNT CLERK/TYPING RECORDS SUPPORT TECHNICIAN 3</b>			
	<b>2.50%</b>	<b>2.5 + .50</b>	<b>2.75%</b>
	<b>2022</b>	<b>2023</b>	<b>2024</b>
Starting	\$ 20.49	\$ 21.51	\$ 22.10
1st	\$ 22.35	\$ 23.41	\$ 24.05
2nd	\$ 24.23	\$ 25.34	\$ 26.04
3rd	\$ 26.33	\$ 27.49	\$ 28.25
4th	\$ 28.47	\$ 29.68	\$ 30.50
5th	\$ 30.44	\$ 31.71	\$ 32.58
6th	\$ 32.48	\$ 33.79	\$ 34.72
<b>SENIOR ACCOUNT CLERK DATA ENTRY OPERATOR 2 TECHNICAL ASSISTANT TO CONSTRUCTION CODE OFFICI</b>			
	<b>2.50%</b>	<b>2.5 + .50</b>	<b>2.75%</b>
	<b>2022</b>	<b>2023</b>	<b>2024</b>
Starting	\$ 20.12	\$ 21.12	\$ 21.71
1st	\$ 22.00	\$ 23.05	\$ 23.69
2nd	\$ 23.91	\$ 25.01	\$ 25.70
3rd	\$ 25.99	\$ 27.14	\$ 27.88
4th	\$ 28.04	\$ 29.24	\$ 30.04
5th	\$ 30.10	\$ 31.35	\$ 32.21
6th	\$ 32.13	\$ 33.44	\$ 34.36

**ACCOUNT CLERK****KEYBOARDING CLERK 2****DATA ENTRY OPERATOR 1**

	2.50%	2.5 + .50	2.75%
	2022	2023	2024
Starting	\$ 19.57	\$ 20.56	\$ 21.13
1st	\$ 21.49	\$ 22.53	\$ 23.15
2nd	\$ 23.40	\$ 24.49	\$ 25.16
3rd	\$ 25.14	\$ 26.27	\$ 26.99
4th	\$ 26.92	\$ 28.10	\$ 28.87
5th	\$ 28.13	\$ 29.33	\$ 30.14
6th	\$ 29.36	\$ 30.59	\$ 31.43

**DEPUTY MUNICIPAL COURT ADMINISTRATOR**

	2.50%	2.5 + .50	2.75%
	2022	2023	2024
STARTING	\$ 20.03	\$ 21.03	\$ 21.61
1st	\$ 21.80	\$ 22.85	\$ 23.47
2nd	\$ 23.56	\$ 24.65	\$ 25.33
3rd	\$ 25.48	\$ 26.62	\$ 27.35
4th	\$ 27.38	\$ 28.57	\$ 29.35
5th	\$ 28.69	\$ 29.90	\$ 30.72
6th	\$ 29.90	\$ 31.15	\$ 32.01
7th	\$ 31.86	\$ 33.16	\$ 34.07

**RECORDS SUPPORT TECHNICIAN 2**

	2.50%	2.5 + .50	2.75%
	2022	2023	2024
Starting	\$ 20.03	\$ 21.03	\$ 21.61
1st	\$ 21.80	\$ 22.84	\$ 23.47
2nd	\$ 23.55	\$ 24.64	\$ 25.32
3rd	\$ 25.49	\$ 26.63	\$ 27.36
4th	\$ 27.38	\$ 28.57	\$ 29.35
5th	\$ 28.69	\$ 29.91	\$ 30.73
6th	\$ 29.91	\$ 31.15	\$ 32.01

**RECEPTIONIST/TELEPHONE OPERATOR**

	2.50%	2.5 + .50	2.75%
	2022	2023	2024
Starting	\$ 14.09	\$ 14.94	\$ 15.35
1st	\$ 17.27	\$ 18.20	\$ 18.70
2nd	\$ 20.49	\$ 21.51	\$ 22.10
3rd	\$ 22.48	\$ 23.54	\$ 24.19
4th	\$ 24.49	\$ 25.60	\$ 26.31
5th	\$ 26.55	\$ 27.71	\$ 28.48
6th	\$ 28.57	\$ 29.79	\$ 30.61

**KEYBOARDING CLERK 1****ASST. VIOLATIONS CLERK**

	<b>2.50%</b>	<b>2.5 + .50</b>	<b>2.75%</b>
	<b>2022</b>	<b>2023</b>	<b>2024</b>
Starting	\$ 14.35	\$ 15.20	\$ 15.62
1st	\$ 16.70	\$ 17.62	\$ 18.10
2nd	\$ 19.02	\$ 20.00	\$ 20.55
3rd	\$ 21.04	\$ 22.07	\$ 22.68
4th	\$ 23.05	\$ 24.13	\$ 24.79
5th	\$ 25.17	\$ 26.30	\$ 27.02
6th	\$ 27.45	\$ 28.63	\$ 29.42

**VIOLATIONS CLERK/TYPIST**

	<b>2.50%</b>	<b>2.5 + .50</b>	<b>2.75%</b>
	<b>2022</b>	<b>2023</b>	<b>2024</b>
Starting	\$ 12.99	\$ 13.81	\$ 14.19
1st	\$ 15.45	\$ 16.33	\$ 16.78
2nd	\$ 17.88	\$ 18.83	\$ 19.35
3rd	\$ 20.11	\$ 21.11	\$ 21.69
4th	\$ 22.32	\$ 23.38	\$ 24.03
5th	\$ 24.59	\$ 25.71	\$ 26.41
6th	\$ 26.91	\$ 28.08	\$ 28.85

### **XIII. ANNEX C: CWA CONTRACT DONATED SICK LEAVE POLICY**

#### **I. POLICY**

It is the policy of the Township of Burlington to provide eligible employees with an effective means of tending to a serious injury or catastrophic health condition of their own or of a family member. The provisions of this policy shall be consistent with the provisions of the Federal Family and Medical Leave Act (FMLA), the New Jersey Family Leave Act (NJFLA), the Township of Burlington and CWA collective bargaining agreement. This program is voluntary on the part of the donor and the recipient.

#### **II. DEFINITION**

**A. Donated Sick Leave** - Sick time in whole day increments.

**B. Eligible Employees:**

1. Donor - Regular full-time employee who have completed at least one year of continuous active employment within the organization.
2. Recipient - Regular full-time who have completed at least one year of continuous active employment within the organization.

**C. Family Member** – Family member means child, spouse, or parent of the employee as defined below:

1. Child – Son or daughter of the employee, including biological, adopted, foster, or stepchild, legal ward, or a child for whom the employee stands *in Loco Parentis*. In addition, the child at issue must be either under age 18 or, if older, incapable of self-care because of a mental or physical disability.
2. Spouse – Husband or wife as defined or recognized under New Jersey State law for purposes of marriage.
3. Parent – Biological parent or an individual who stands or stood *in Loco Parentis* to the employee when he/she was a child. Parent-in-law is also included for the purposes of this policy.

**D. Serious Injury or Health Condition** – An employee is unable to work due to injury or illness to him/herself or to a family member as defined under the FMLA guidelines.

**E. Catastrophic Illness or Injury** – Catastrophic illness or injury is defined as a debilitating illness or injury that requires the employee to be on a prolonged leave of absence from work for 60 or more working days within a year and requires:

1. In patient care in a hospital (employee), hospice or residential care or
2. Continuing medical treatment or supervision by a health care provider or

3. A period of disability required which requires the care of a physician who provides medical verification of the need for employee's to be absent for 60 days or more.

Examples of such catastrophic illness or injury may include but not limited to cancer, brain or spinal injury/illness, heart attack, organ failure or debilitation, stroke, immune deficiencies, recovery from major surgery requiring prolonged leave, organ donation and life-threatening combinations of major illness or injury.

### III. POLICY

#### A. Recipient:

1. A Township employee shall be eligible to receive donated sick leave if the employee:
  - a. Has completed at least one year of continuous service;
  - b. Is suffering from a serious injury or health condition that is expected to require a prolonged period of absence from work;
  - c. Is needed to provide care to a family member who is suffering from a serious injury or health condition and
  - d. Has exhausted all accrued sick, vacation and unpaid leave.
2. A Township employee may request the Township Administrator approve his or her participation in the program as a recipient (Attachment "A").
3. The employee requesting acceptance as a leave recipient shall submit medical verification from a physician or other licensed health care provider concerning the nature and anticipated duration of the disability resulting from the injury or health condition and the type of care necessary.
4. When the Township Administrator has approved an employee as a leave recipient, the Human Resources Coordinator shall, with the employee's consent (or that of the family if the employee is unable), post or circulate the employee's name, along with those of other eligible employee, in a conspicuous manner to request the donation of leave time, and shall provide notice to all union representatives.

#### B. Donor:

1. A Township employee may request the Township Administrator or Human Resources Coordinator approve his or her participation in the program as a leave donor;
2. Must have completed one year of continuous service with the organization;
3. Shall donate whole days only and may not donate more than 5 such days to any one recipient;
4. Shall have remaining at least 20 day of accrued sick leave if donating such leave and
5. Shall not revoke the leave donation.
6. Donation of sick leave will not affect the donors:
  - A. Annual Perfect Attendance Incentive
  - B. Annual Sick Time Buy-Back

**IV. TERMS AND CONDITIONS**

**A. Accruals of Time –** While using donated leave time, the leave recipient shall not accrue sick leave and vacation leave and be entitled to retain such leave upon his or her return to work.

1. The recipient's time off will be charged to Federal Family and Medical Leave or New Jersey Family Leave as applicable.
2. Any unused, donated leave shall be returned to the leave donors on a prorated basis upon the leave recipient's return to work. If the prorating of leave results in less than one day per donor to be returned, that leave time shall not be returned but shall be removed from the recipient's bank of time.
3. The leave recipient shall not be granted supplemental compensation upon retirement for any unused sick days that he or she had received through the leave donation program should the recipient retires before all such leave is utilized.

**B. Employee Rights -** The Donated Leave program is voluntary in nature. No employee shall threaten or coerce or attempt to threaten or coerce another employee for the purpose of interfering with rights involving donation, receiving or using donated time. Donations will remain anonymous. Such prohibited acts shall include, but not be limited to, promising to confer or conferring a benefit such as an appointment or promotion or making a threat to engage in, or engaging in, an act of retaliation against an employee.

**V. EFFECT ON THIS POLICY**

Effective with the implementation of this policy, its provisions shall supersede all previous or contradictory policies.

Approved by: \_\_\_\_\_

Township Administrator

Date \_\_\_\_\_

1/10/23