

CONTRACT BETWEEN

TOWNSHIP OF MOUNT HOLLY

AND

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

AND LOCAL 1036

BLUE COLLAR UNIT

EFFECTIVE JANUARY 1, 2009 THROUGH DECEMBER 31, 2012

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AGREEMENT BETWEEN THE TOWNSHIP OF MOUNT HOLLY AND
THE EMPLOYEES OF THE TOWNSHIP OF MOUNT HOLLY
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

I. Recognition.

The Township of Mount Holly (“Township”) hereby recognizes the Employees of Mount Holly Township, Communications Workers of America, AFL-CIO, hereinafter referred to as “Union” as the exclusive collective negotiations agent for all blue collar employees of the Township excluding all managerial executives, confidential employees, supervisors within the meaning of the Act, professional and craft employees, police and non permanent part time employees. A statement of the officers of the Union shall be filed with the township, shall be maintained in a current condition and shall be updated annually.

II. 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 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:

- a. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;
- b. To hire all employees subject to the provisions of Civil Service Law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
- c. To suspend, demote, discharge or take over disciplinary action for good and just cause according to Civil Service Laws.

2. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only by applicable law and the specific and express term of this Agreement.

III. Association Rights.

1. Pursuant to Chapter 123, Public Laws 1974 the Township hereby agrees that every member of the negotiation unit shall have the right to freely organize, join and support, Communications Workers of America, AFL-CIO, for the purpose of engaging in collective negotiations. As a municipal corporation exercising governmental authority under the Laws of the State of New Jersey, the Township undertakes and agrees that it shall not discourage or deprive or coerce any member of the negotiation unit in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or by other laws of the State of New Jersey, or conferred by the Constitution of the United States; that it shall not discriminate against any member of the negotiating unit with respect to hours, wages, Or any other terms and conditions of employment by reason of his or her membership in Communications Workers of America, AFL-CIO Local 1036, his or her participation in any union activities of the said Union, collective negotiations, or his or her institution of any grievance, complaint or proceeding under this Agreement on behalf of the Union.

2. Officers of the Union, as identified on the official statement, shall be permitted a reasonable amount of time to transact joint Union- Township business such as grievance procedures on the premises as long as it does not interfere with the assigned duties of the officers or the employees. No more than two officers of the Union may be absent from their regular

duties at anyone time to conduct this business and the supervisor of these officers must be notified of their absence from assigned duties prior to this absence.

3. The Union may have use of meeting room facilities in Township buildings after hours when appropriately scheduled through the proper authority.

IV. Fully Bargained Provisions.

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, and whether or not within the contemplation of either or both the parties at the time they negotiated or signed the Agreement.

V. Employment Responsibilities.

1. Members of the Union agree that employment with the Township is their primary employment responsibility and agree to devote their full efforts and energies to their duties and responsibilities as municipal employees.

2. No member of the negotiating unit will accept secondary employment which impairs his/her official duties and responsibilities or which impairs his/her efficiency or effectiveness in performing those duties.

3. In order to insure that the standard as expressed above in subparagraph 1 is adhered to, the Township Manager may require a member of the Union to file a statement providing information as to the duties and responsibilities of said secondary employment and the average number of hours worked per week therein. The Township Manager shall review the statement and will approve only those secondary employment positions which do not conflict with official

duties and responsibilities or which do not impair the member's efficiency or effectiveness in performing those duties. The decisions of the Township Manager in this respect are subject to the grievance procedure.

VI. No Strike Pledge.

1. The Union covenants and agrees that during the term of this Agreement no member of the Union will cause, authorize, or support any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other similar action against the Township.

2. Participation in a strike, slowdown or walkout by any employee covered under the terms of this Agreement shall be deemed grounds for disciplinary action against such employee or employees in accordance with the procedures established by law.

3. The Union will actively discourage and will take affirmative steps to prevent or terminate any strike, work stoppage, slowdown, walkout or other similar action by its members against the Township.

4. Nothing contained in this Agreement shall be construed to limit or restrict the Township or the Union in its right to seek and obtain such judicial relief as it may be entitled to have in the event of such breach.

VII. Grievance Procedure.

1. Definition: A grievance is: (1) a complaint that there has been an improper application, interpretation, or violation of the specific terms and conditions of this agreement; (2) an improper application, interpretation, or violation of any rules, regulations, codes, policies or

administrative decisions applicable to members of the negotiating unit as defined in Article I; or
(3) a disciplinary action that is not subject to Civil Service hearing and appeal procedures to a member of the unit.

2. Grievants: Grievances may be filed by an individual member of the negotiating unit, or by the Union itself.

3. The aggrieved employee shall continue on his assigned duties pending the resolution of the grievance.

4. Procedure: The grievant shall invoke the grievance procedure within (10) working days after occurrence of the event complained of.

a. The grievant must first discuss the grievance with his immediate superior. Said discussion must take place within ten (10) working days of the filing of the grievance.

The filing of a grievance shall take place by the grievant setting forth his grievance in writing specifying the nature of the complaint and the remedy desired which shall be filed with the immediate superior and the Township Manager. The immediate superior must communicate his decision to the grievant within ten (10) working days of the filing of the grievance.

b. The grievant, within (10) working days after receipt of the decision of the immediate superior, may appeal the decision to the Township Manager, or, in his absence, that individual responsible for the management of the Township. A meeting must be held within ten (10) working days of the receipt of the Appeal. The Appeal must be made in writing and must provide all relevant information in regard to the grievance, including, but not limited to the reasons for dissatisfaction and the remedy sought. The Township Manager, or his

designee must issue a written decision within ten (10) working days of the meeting stating findings and decision.

c. The appeal of the Township Manager shall be the final step in the grievance procedure with regards to all grievances except those which allege an improper application, interpretation or violation of the specific terms of this Agreement. (Article VII, Section 1(1))

d. Failure of the grievant to meet any of the time stipulations of this grievance procedure will result in the grievance being withdrawn. The grievant may request extensions of these time stipulations for reasons beyond his control or extenuating circumstances, provided that this request is received prior to the stipulated time limits.

5. Binding Arbitration: Notice of intent to proceed to binding arbitration must be given by the Union to the Township within thirty (30) calendar days of receipt of the decision of the Township Manager or the expiration of the time for the Township Manager to respond. The parties agree to bound by the rules, regulations and procedures of the New Jersey State Public Employees Relations Commissions concerning the method of choosing an arbitrator. The cost of the arbitrator is to be borne by both sides (Union and Township) on an equal basis. Any other costs are to be borne by the parties incurring the cost. The decision of the Arbitrator shall be final and binding on all parties and a written decision rendered within 30 days of the hearing date. The arbitrator's decision shall be limited to the specific terms of the contract.

6. Right of Representation: All grievants shall have the right to be accompanied by a representative of the Union at all levels of the grievance procedure. The Union shop Steward or his designee shall be granted reasonable time, with pay, to investigate grievances.

7. Disciplinary Matters: The negotiated grievance procedure shall not be used for disciplinary hearings whenever the grievant has an absolute right of appeal to the Department of Personnel. In those instances when disciplined and the employee does not have an absolute right of appeal to the Department of Personnel he or she may utilize the grievance procedure.

8. Personnel Folders: All material in the personnel folder of a member during the member's utilization of the grievance procedure will be removed there from except for the final written disposition of the grievance. Each individual member of the negotiating unit has the right to review the contents of the personnel folders at any time during office working hours. The member may, upon request, have detrimental correspondence or reports removed from the personnel folder and returned to the member based upon the following schedule:

1. Uninvestigated citizens letter -6 months.
2. Official letter of reprimand -18 months, provided there is no reoccurrence.
3. Matters subject to Civil Service action shall, in accordance with Civil Service regulations, not be removed from personnel folders.

VIII. Leaves of Absence and Miscellaneous Provisions

1. Definitions.

- a. The term "year," as used herein, shall be deemed to be a calendar year from January 1 to December 31.
- b. The term "day" shall be a normal tour of duty and shall be calculated in terms of the hours worked by the employee. All leave shall be credited and utilized in hourly increments.

- c. Permanent part-time employees shall receive a pro rata share of these leave benefits. Permanent part-time positions are those positions, budgeted from year round employment in excess of 640 hours. Employees serving in such a positions will receive a pro rata share of annual, sick, holiday, and personal days from the date of their employment with the Township in this position. This leave will be calculated in accordance with the actual hours worked in the proceeding year to the normal hours worked by a comparable full-time employee unless the work schedule is altered, the new schedule will be used in this calculation.

2. Leave Calculations.

Each employee will receive full leave credit at the commencement of the calendar year in which the member's employment anniversary occurs. If the member terminates during the year, the leave will be recalculated according to the actual time served. The employee will be paid for the unused vacation leave. The employee will reimburse the Township for all leave advanced to him that was not earned prior to his termination. To receive credit for annual leave, a member must be on an active work status.

3. Holidays.

- a. Full time employees will receive the following holidays with pay provided the department head determines that absence of the particular employee or employees on the designated holiday will not interfere, with the efficient operation of the department. An employee not receiving time off on the designated holiday shall receive time off with pay on such day as the department head determines will not interfere with the department's efficient operation.

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Eve*
Independence Day	Christmas Day*
Labor Day	Election Day
Employee's Birthday	

*Provided, however, that if Christmas Day shall fall on a Thursday in any year, the Christmas Holiday shall be Christmas Day and the Day after Christmas, rather than Christmas Eve and Christmas Day.

b. If the holiday should fall on a Sunday, the following Monday will be recognized as the holiday; if the holiday should fall on a Saturday, the preceding Friday will be observed.

c. If a holiday should occur when an employee is on a paid leave of absence, he will be paid for the holiday and it will not be charged to his/her leave time.

d. If an employee is on a leave of absence without pay on the days before and after a holiday, he will receive no pay credit for the holiday. However, should he return to his employment the day before, or the day following a holiday, he will receive pay credit for the holiday.

4. Annual Leave. (Vacation Leave)

Vacations. Permanent full time personnel will receive vacations with pay at such times as the Department Head determines will not interfere with the efficient operation of the department. In addition, any employee wishing to have his pay check in advance of his vacation may do so at the nearest pay period before his/her vacation.

<u>Years of Employment</u>	<u>Days Vacation</u>
0 through 1	1 day per month of employment
After 1 through 5	16 days per year
6 through 10	19 days per year
After 10	24 days per year
21 and over	29 days per year

Only one person will be allowed to take three weeks vacation at one time. In cases of there being two requests at the same time, seniority shall apply and the request will not be unreasonably denied based on the Township's needs. An employee must submit a specific request in writing for consideration. Unused vacation may be accumulated beyond the calendar year in which it is earned but must be used during the following two years. Leave taken is automatically charged against the earliest leave available to the employee.

All vacation requests will be due by March 31st of each year. Seniority will be used for those requests. Any requests of vacation after March 31st will be first come first serve basis.

Annual leave not taken within these time limits shall be eliminated except when an employee is prevented from using his leave due to the workload and/or assignment of the Township. In this instance, the employee shall be reimbursed for this leave rather than its elimination. The employee who is unable to utilize his accumulated vacation leave must notify the Township Manager at least three months prior to the end of the year.

5. Sick Leave.

Full time employees shall be entitled to one day of sick leave credit for each month worked during the remainder of the calendar year following full time appointment, and 15 days sick leave credit in each year thereafter

Sick leave, for the purpose of this paragraph, is defined as absence from work because of illness, accident, exposure to contagious disease, attendance to a member of the immediate family who is seriously ill and requires the employee's care or attendance.

A certificate from the employee's physician may be required; or, if the absence is because of the need for attending to a member of the immediate family, a certificate from the physician in attendance may be required by the Township Manager whenever such requirement appears reasonable. In addition, a certificate from the employee's physician will be in any event required if the employee is absent due to illness for more than two (2) consecutive days, more than four (4) days in a two week period, or the employee uses more than a total of twelve (12) days sick leave in any calendar year.

In case of an illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty for one (1) day or less, only one medical certificate shall be required for every six (6) month period as a sufficient proof of need of leave of absence of the employee; provided, however, the certificate must specify the nature of the illness, identify its adverse symptoms and state that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

Unused sick leave will accumulate to the credit of the employee from year to year to be used when needed.

In order to recognize those employees who use a minimum of sick leave to encourage work attendance, the Township shall reimburse employees upon retirement for 1/2 of their accumulated sick leave in an amount not to exceed sixty-five (65) days.

Retirement in this context means the receipt of benefits in accordance with the State Pension System.

6. Bereavement Leave

Five days bereavement leave will be granted when death occurs in the immediate family, namely, the death of a spouse, child, step child, parent, step mother, step father, mother or father-in-law, brother, sister, grandparents or grandchild, including spousal relationship or significant other of the employee. If an employee must travel out of state one extra day will be allowed for travel, however an employee may use other paid time if needed when traveling out of state. This leave must be used for the purpose of handling necessary arrangements and attendance at the funeral in question. If bereavement leave occurs during vacation, that vacation will stop and bereavement leave will begin. The vacation log will be adjusted to correct the time if necessary.

7. Union Business

Time off with pay, and without reduction to the Union Shop Steward's vacation, sick leave or personal days is allowed for up to five (5) days.

8. Military Leave

In accordance with the provisions of statute, employees who are members of the National Guard required to undergo annual field training shall be entitled to leave of absence with pay for the duration of the field training. Such employees will be paid during the period of local emergency when ordered to active duty for a period not exceeding two (2) weeks.

Employees who volunteer or are ordered into the armed forces during time of war may be granted military leave without pay for the period of actual military service with the right to return to the employee's position upon release from active duty.

9. Maternity Leave A maternity leave of absence must be requested in writing and may be taken for a period of only one calendar month from the date of birth of the infant.

Accumulated sick leave may be utilized during pregnancy, prior to the birth of the child, and after Maternity Leave, when a physician's certificate is furnished indicating that the employee is unable to work for reasons of health.

The Township cannot guarantee to hold the employee's position open beyond the expiration date of the maternity leave of absence.

10. Jury Duty. Employees who are summoned for service as jurors will be excused on days they are required to be present in court. If the employee is not required to be present for jury duty for the entire work day, he must return to work immediately upon dismissal. All employees shall receive full pay for time served during jury duty less any juror's allowance.

11. Leave of Absence Without Pay.

Upon recommendation of the employee's supervisor, the Township Manager may grant a leave of absence without pay to a permanent employee for a period not exceeding six months at any one time.

12. Injury Leave.

Employees who are injured in the line of duty and must be absent from work and supply a medical certificate substantiating that the injury precludes their performing any work shall be given injury leave with pay.

IX. Personal Days.

1. Each permanent full time employee shall be allowed up to four (4) days paid leave which may be used for personal business. This leave may be taken in hourly increments.
2. Each employee desiring to take a personal leave day shall notify his supervisor at least twenty-four (24) hours in advance of his or her intent to do so and must specify the nature of

personal business to be conducted. The supervisor may waive this twenty-four (24) hour notice in emergent circumstances or in a case where the employee can prove that he did not have prior notice of the personal business to be conducted.

3. Personal days are to be used only to conduct business that cannot normally be accomplished after working hours or on weekends. Examples of such business are litigation and court appearances, financial settlements, consultation with lawyers, graduations, emergency breakdowns at home, conferences at school, religious services, etc., but not necessarily held to these examples.

4. No employees shall take a personal leave day on the business day immediately preceding or following a paid holiday or vacation day, except in the case of an emergency.

5. Personal leave days must be used during the calendar year and cannot be accumulated.

X. Health and Safety Committee, Safety and Clothing.

1. The Township and the Union shall implement a Health and Safety Committee. The Committee shall consist of two (2) members from the Township and two (2) members from the Union. The Health and Safety Committee shall meet four (4) times per year and will address health and safety issues. Emergency situations will not have to wait for the next meeting and a special meeting will be called to address the emergency at the time the emergency exists.

2. All safety problems reported by the employees will be investigated by the Department Head and, if requested by an employee, a representative of the Union. If the solution of the Department Head is not acceptable, then the problem will be referred to the Health and Safety Committee for resolution. The Committee will have twenty (20) calendar days to resolve the issue. Thereafter, the matter may be handled by utilizing the grievance procedure. Unless the

alleged safety hazard constitutes an immediate physical hazard to the employees the work will continue until the problem is resolved.

Public Works (blue collar) employees shall be provided with the following items of work clothing:

Pants	5 pair annually
Summer Shirts	3 annually
Winter Shirts	3 annually
Safety Shoes	2 pair annually (not to exceed \$165.00 per year, paid on 4/1 of each year)
Safety Glasses	Non-prescription lenses only
Rain Gear and Rubber Boots and Pullover Boots.	One set will be replaced when worn out or damaged excessively by on the job activity

a. Any articles provided by the employer are to be worn only during working hours.

Articles are the property of Mount Holly Township, but the sole responsibility of the employee. Articles lost shall be paid for by the employee who was assigned the articles.

Prior to the issuance of the final paycheck of an employee, the employee must account for all Township property assigned to him.

b. Work uniform shall be worn by Public Works employees and the Township shall provide such clothing. Such uniforms shall be limited to that provided by the Township. The Township shall designate the source, style, materials, and all other features and aspects of the uniform.

c. Uniforms may not be worn other than while on duty for the Township. Safety equipment and uniforms must be worn as prescribed by the Township. All safety and health rules must be obeyed by the employees.

XI. Seniority.

1. In vacation scheduling, employees with the greatest amount of seniority shall be given preference provided that the assigned work schedule permits this preference.
2. An employee's length of service shall not be reduced by time lost due to authorized leave of absence for bona fide illness or injury certified by a physician not in excess of six (6) months.
3. If a question arises concerning two or more employees who were hired on the same date, seniority preference shall be determined according to the dates that their permanent civil service status was established. If this date is the same, preference shall be given in alphabetical order of the employee's last name.
4. Township shall maintain an accurate, up to date employee record showing the date of temporary, provisional and permanent employment, classification and pay rate. Employees shall be furnished copies of these upon request.
5. Seniority is the continuous length of permanent Civil Service status with the Township.

XII. Medical Benefits and Medical Reimbursement.

1. Medical Allowance. The Township shall make the following amounts available for each employee in the bargaining unit to pay for verifiable medical expenses which are not otherwise covered by insurance:

2005- \$400.00

These funds are not transferable from employee to employee and any unused portion of the annual funds allocated to any negotiating unit member reverts to the Township. Upon presentation of a proper receipt, medical bank money can be used for, but not limited to,

reimbursement for dental expenses. These funds shall be prorated for permanent part-time employees.

2. Medical Benefits.

a. Medical Plan. The Township shall provide the following medical insurance for each permanent full time employee, spouse and child: State Health Benefits Plan (SHBP) or its equivalent. Members may choose any plan within the State Health Benefits Plan (SHBP) with no cost being paid by the employee except for the following employee contributions listed herein;

January 1 - December 31, 2009	No contributions
January 1 - June 18, 2010	No contributions
June 19 - December 31, 2010	1.5% of base salary
January 1 - December 31, 2011	1.5% of base salary
January 1 - December 31, 2012	1.5% of base salary

b. Any changes made shall be made by the Township Manager, but he/she shall consult the Union President.

Medical Benefit/Health Insurance Buy Back. Any permanent full time employee who participates in the State Health Benefits Plan (SHBP) or another group plan as a dependent may waive coverage under the Township Plan. As an incentive to waive coverage the Township will reimburse the employee 50% (fifty) percent of the cost for which they were covered. (Example - single to single or family to family etc.) The employee may resume coverage immediately upon their request. Payment for each calendar year shall be made during the first pay in June and the first pay in November for the prior waived periods.

3 Health Insurance on Retirement. Employees who reach age 62 and are eligible for qualified retirement under current PERS rules and regulations and retire there under, may participate at Township expense in the medical insurance program, at the applicable levels of coverage at the time of retirement (coverage for themselves, spouse and child, if applicable), for two (2) years from the date of retirement.

XIII. Pay Plan and Evaluation

1. Salary increases shall be as follows:

2009	0% (zero percent)
2010	1.0% Effective 1/1/10 (retroactive)
2010	1.0% Effective 7/1/10
2011	2.0% Effective 1/1/11
2012	2.0% Effective 1/1/12

2. Prior to implementation of any evaluation systems, the Township shall consult with the unions in regards to the process, form, substance and content.

3. Employees hired after January 1, 2002 shall not receive increment/step movement. This shall not apply to any laid-off employees who are rehired pursuant to an existing re-employment list. Entry level salaries for all grades for 2002 and beyond shall be negotiated pursuant to the elimination of steps for new hires.

4. Whenever an employee is promoted, his/her salary shall be increased to the entrance level of the new position or pursuant to attached salary ordinance, whichever is greater, provided that his/her salary cannot exceed the maximum salary of the new position. At no time shall an employee being promoted receive less than his total salary (base plus longevity) he previously received or would have received in the year he was promoted.

XIV. Longevity.

In order that employees who have remained at the maximum pay rate of a grade for a number of years without a salary adjustment, may receive some compensation beyond that fixed for the pay grade, the following three (3) step Longevity Pay Plan is hereby adopted. The Township will provide the dates for each employee as to when their longevity will be applied.

When an employee has remained at the maximum pay rate of one or more grades for forty eight (48) months of service, longevity increment "A" of the attached pay plan computed at five percent (5%) of the maximum pay for a given grade shall be paid in addition to the maximum established rate of the grade. The additional longevity increment "B" computed at 10% shall be paid when an employee has been in the maximum pay rate of one or more grades for one hundred eight (108) months of service. The final longevity increment "C" computed at fifteen percent (15%) shall be paid when an employee has been in the maximum pay rate of one or more grades for one hundred sixty eight (168) months of service.

1. The longevity increment for all employees who are eligible during the calendar shall be paid simultaneously with the salary advancement noted in Section XIII above, provided that the employee continues to perform his work satisfactorily and remains at the maximum pay rate.

2. If an employee is demoted or reclassified to a lower grade, his pay will be adjusted downward in accordance with Civil Service procedure.

3. For employees hired on or after January 1, 1989, the payment schedule shall be the same as employees hired before that date. However, where the three-step process is five percent (5%), ten percent (10%) and fifteen percent (15%), for employees hired before January 1, 1989, the corresponding levels shall be \$500, \$1,000 and \$1,500.00 for employees hired after said date.

4. Longevity payments are due and payable April 1 of each contract year.

XV. Bonus.

Full time Bargaining Unit employees shall receive a \$925.00 bonus pay check in 2005 only of the contract in addition to their salaries as stated in this contract. Part Time permanent employees shall receive a bonus payment pro rated according to their hours

worked. All employees must be on the payroll on the specified date to receive this payment. This article shall expire December 31, 2005.

XVI. Volunteer Firemen.

The Township shall grant time off from work with pay for municipal employees who are members of a volunteer fire company serving the municipality or volunteer drivers of municipal owned or operated ambulances when such employees are called to respond to alarms occurring during the hours of their employment, as established under N.J.S. 40A:9-160.1, Source Laws 1971, Chapter 200, effective July 1, 1971. Employees engaged in assignments as defined below that would made added expenses for the Township, other then wages, would not be permitted to leave for fire or ambulance emergency unless said employee was directed to do so by his immediate supervisor or replaced by non-member of the volunteer fire company or emergency squad. Assignments such as, but not limited to, the following:

1. In the act of hauling or spreading hot patch of asphalt.
2. Pouring concrete.
3. Any emergency assignment that would jeopardize the life or property of the citizens of the Township.

Employees responding to such alarms shall report back to their job sites immediately without delay when dismissed by the person in charge of such emergency.

XVII. Hours of Work and Overtime.

1. The regular work day shall be:
 - a. Public Works -5 day work week: 7am -4pm
 - b. Public Works -4 day work week: 6am -5pm

The Township may vary the work day in individual departments to reflect the work assignments of the Township; however, the total weekly hours of an employee will not exceed those indicated above.

2. Overtime shall be paid at the rate of one and one half times the regular straight time rate for all hours worked beyond forty (40) hours for Public Works employees in a work week. Also, overtime shall be paid at a rate of one and one half times the regular straight time rate for all hours worked beyond the regular work hours in anyone work day provided that the employee completes a regular work week via work attendance or paid leave. Compensatory leave may be provided in lieu of overtime payments.

3. Employees called into work from home on an emergency call in outside their regular work day shall be guaranteed a minimum of three hours pay.

4. Overtime shall be distributed equally insofar as practical among the employees who are qualified and able to perform the required work.

5. In reference to overtime hours for snow and ice control during the winter months, in November those employees who are willing to operate the various pieces of Township equipment and perform related tasks shall sign up for winter overtime. The Township shall develop a list of qualified employees to operate the various pieces of equipment and the overtime insofar as practical shall be rotated among these qualified employees.

The normal operating crew for this equipment for snow plow operations: (1) For each snow plow truck -two (2) qualified operators if these vehicles are to be in use for more than four (4) hours; one (1) qualified operator and one (1) helper if they are to be in use for less than four (4) hours; (2) For the front end loaders and tractor -one (1) qualified operator. A qualified operator may be an equipment operator or truck driver. A laborer who has proven experience with the equipment may also serve as a qualified operator. In addition one supervisory person may be used as a qualified operator whenever this overtime is in progress.

Employees who sign up for overtime in November shall be available for the work when it is assigned to them. If sufficient qualified employees are not available when notified, the Township is not bound by these provisions.

As a general direction, as normal operational procedure, when someone from sanitation is absent, the order for replacement generally should be as follows:

- a. First season 1 full-time (part-year, not part-day and summer youth personnel);
- b. Full-time laborers by inverse order of seniority;
- c. The parties agree that the concept of work then grieve applies. Management must have a reason for deviating from the above order of replacement.

Meal allowance during overtime hours will be \$15.00 per meal up to a maximum of \$45.00 for three (3) meals. This Article is in regards to personnel on a call-in status due to extended hours after a regular working shift due to snow removal or natural disasters where longer hours may be required.

Meal for emergencies and expanding the "natural disaster language" and special work assignments; meal allowance will be provided for emergencies and the expanding of the "natural disaster language" and for special work assignments, however, it will be every four (4) hours, and there will be no meal allowance for tree emergencies.

CDL LICENSE: The Township will pay for the cost of the license and renewal for the CDL's

XVIII. Agency Shop.

1. Purpose of Fee. All eligible non-member employees in this unit will be required to pay to the majority representative a representative fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

2. Amount of Fee. Prior to the beginning of each contract year, the Union will notify the employer in writing of the amount of regular membership dues; initiation, fees and assessments charged by the Union to its own members for that contract year, and the amount of the representation fee for that contract year.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost for benefits financed through the dues, fees and assessments and available to or benefiting only its members but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

3. Deduction and Transmission of Fee.

After verification by the employer that an employee must pay the representation fee, the Township will deduct the fee for all eligible employees in accordance with this Article.

The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

The Township shall deduct the representation fee as soon as possible after the tenth day following reentry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals re-employed in this unit from a re-employment list, for employees returning from leave without pay, and for previous employee members who become eligible for the representation fee because of non-member status.

The Township shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

4. Demand and Return System. The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union.

The burden of proof under this system is on the Union. The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata

share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representatives.

The employee shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union.

The Union shall submit a copy of the Union review system to the Township. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system. If the employee is dissatisfied with the Union's decision, he may appeal to a three-member board established by the Governor.

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 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 Legal Requirements. The provisions of this clause are further conditional upon all other requirements set by statute.

a. Union Dues. The Employer agrees to deduct twice monthly 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 C.W.A. to the Township 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 Township to the Communications Workers of America, AFL-CIO Local 11026, c/o Treasurer, 11 Lower Ferry Road, West Trenton, New Jersey 08628 by the tenth (10) day of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made.

b. The Union agrees to indemnify and hold the Township harmless against any, and all claims, suits, orders of judgment 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 the Township or its agent or servants.

c. 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 day period of each calendar year. The Township will immediately supply the Union with a copy of any request to halt dues.

d. 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 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.

XIX. Family and Medical Leave.

The Township shall comply with all rules and regulations of the Family and Medical Leave Act ("FMLA"). The Township agrees that an employee's seniority with the Township shall not be affected if they use Family or Medical Leave. No employee shall have any loss of benefits, salary increases, bonus payments or other negotiated benefits while on unpaid or paid family medical leave. If an employee believes their FMLA rights are being violated they shall use the grievance and arbitration procedure of the contract for relief if they chose to.

XX. Labor/Management Committee.

The Township and the Union shall implement a labor management committee. The committee shall consist of two (2) members from the Township and two (2) from the Union. The Labor/Management committee shall meet four (4) times per year to discuss a variety of matters that will not include health and safety issues but will include such items that relate to conditions of employment such as equipment, upgrades, computers, programs, etc.

XXI. Life Insurance.

The Township provides life insurance for its employees who are insured under the Township's health coverage. The insurance company is Life Insurance Company of North America, but may be changed at the discretion of the Township provided that the level of benefit is equal to or greater than that currently provided.

XXII. P .E.R.S. (Public Employment Retirement System).

The employees of the Township are enrolled in the Public Employment Retirement System. The Township and the employees shall abide by all rules and regulations of the P.E.R.S. system.

XXIII. Equal Treatment/Non Discrimination.

The Township agrees that there will be no discrimination or favoritism practiced upon or shown for any reason of sex, age, nationality, race, religion, marital status, political origin, color, handicap, association membership, association activities or the exercise of any concerted rights or activities.

XXIV. Separability Provision.

1. The Township and Union recognize the authority of the Federal and State Governments dealing with economic controls. Therefore, salary or wage increases or other

economic changes will be implemented to the extent that such implementation is not prohibited by law.

2. If any provisions of the Agreement or any application is held to be invalid by legislative changes or by a court of competent jurisdiction, such provisions shall be inoperative but all such other provisions shall not be affected thereby and shall continue in full force and effect.

XXV. Terms of Agreement.

1. This Agreement shall govern all members of the Union employed by the Township on the date of execution of this Agreement and thereafter. Employees who have resigned or been terminated prior to the execution of this agreement or prior to a specified date in the Agreement providing for a new or increased benefit shall not be entitled to the benefits of the Agreement to any new or increased benefit.

2. The term of the agreement shall be from January 1, 2009 through December 31, 2012.

IN WITNESS WHEREOF, this Agreement has been executed as of the _____ day of _____ 2010.

FOR THE UNION
COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO

FOR THE TOWNSHIP OF
MOUNT HOLLY

ADAM LIEBTAG, PRESIDENT

JULES THEISSEN, MAYOR

FLORENCE MCNAMARA
STAFF REPRESENTATIVE

KATHLEEN D. HOFFMAN
TOWNSHIP MANAGER

PETE PENNOCK
SHOP STEWARD/NEGOTIATOR

CLIFFORD FENIMORE
SHOP STEWARD/NEGOTIATOR

		35,329	36,887	38,523	40,236	42,028	2,101	4,203	6,304
6	37,896	39,598	41,377	43,243	45,195	47,243	2,362	4,724	7,086
8	44,308	46,420	48,635	50,962	53,404	55,968	2,798	5,597	8,395
2010	JULY 1ST 1% INCREASE								
	A	B	C	D	E	F	5%	10%	15%
4	32,711	34,162	35,685	37,278	38,950	40,698	2,035	4,070	6,105
5	34,174	35,682	37,256	38,908	40,638	42,448	2,122	4,245	6,367
6	38,275	39,994	41,791	43,675	45,647	47,715	2,386	4,772	7,157
8	44,751	46,884	49,121	51,472	53,938	56,528	2,826	5,653	8,479
2011	JAN-DEC 2% INCREASE								
	A	B	C	D	E	F	5%	10%	15%
4	33,365	34,845	36,399	38,024	39,729	41,512	2,076	4,151	6,227
5	34,857	36,396	38,001	39,686	41,451	43,297	2,165	4,330	6,495
6	39,041	40,794	42,627	44,549	46,560	48,669	2,433	4,867	7,300
8	45,646	47,822	50,103	52,501	55,017	57,659	2,883	5,766	8,649
2012	JAN-DEC 2% INCREASE								
	A	B	C	D	E	F	5%	10%	15%
4	34,032	35,542	37,127	38,784	40,524	42,342	2,117	4,234	6,351
5	35,554	37,124	38,761	40,480	42,280	44,163	2,208	4,416	6,624
6	39,822	41,610	43,480	45,440	47,491	49,642	2,482	4,964	7,446
8	46,559	48,778	51,105	53,551	56,117	58,812	2,941	5,881	8,822

2009 **FIXED LONGEVITY \$ AMOUNTS**

4	500	1,000	1,500
5	500	1,000	1,500
6	500	1,000	1,500
8	500	1,000	1,500

2010 **FIXED LONGEVITY \$**
 AMOUNTS

4	500	1,000	1,500
5	500	1,000	1,500
6	500	1,000	1,500
8	500	1,000	1,500

2010 **FIXED LONGEVITY \$**
 AMOUNTS

4	500	1,000	1,500
5	500	1,000	1,500
6	500	1,000	1,500
8	500	1,000	1,500

2011 **FIXED LONGEVITY \$**
 AMOUNTS

4	500	1,000	1,500
5	500	1,000	1,500
6	500	1,000	1,500
8	500	1,000	1,500

2012 **FIXED LONGEVITY \$**
 AMOUNTS

4	500	1,000	1,500
5	500	1,000	1,500
6	500	1,000	1,500
8	500	1,000	1,500

POSITIONS-BLUE COLLAR

GRADE

- 4 Laborer, Building Maintenance Worker
- 5 Laborer/Driver,

- 6. Mechanic
- 8. Heavy Equipment Operator

WHITE COLLAR SALARIES

GRADE	MINIMUM	MAXIMUM	LONG 5%	LONG 10%	LONG 15%		FIXED LONGIVY	
2009								
1	16,392	20,756	1,038	2,076	3,113	500	1,000	1,500
1A	20,584	26,106	1,305	2,611	3,916	500	1,000	1,500
2	24,669	31,319	1,566	3,132	4,698	500	1,000	1,500
3	25,872	32,855	1,643	3,286	4,928	500	1,000	1,500
4	26,759	33,986	1,699	3,399	5,098	500	1,000	1,500
5	27,789	35,300	1,765	3,530	5,295	500	1,000	1,500
6	30,136	38,297	1,915	3,830	5,745	500	1,000	1,500
6A	31,118	39,549	1,977	3,955	5,932	500	1,000	1,500
2010								
1	18,429	22,924	1,146	2,292	3,439	500	1,000	1,500
1A	22,747	28,434	1,422	2,843	4,265	500	1,000	1,500
2	26,954	33,804	1,690	3,380	5,071	500	1,000	1,500
3	28,193	35,386	1,769	3,539	5,308	500	1,000	1,500
4	29,107	36,551	1,828	3,655	5,483	500	1,000	1,500
5	30,168	37,904	1,895	3,790	5,686	500	1,000	1,500
6	32,585	40,991	2,050	4,099	6,149	500	1,000	1,500
6A	35,378	44,555	2,228	4,456	6,683	500	1,000	1,500
2011								
1	18,982	23,612	1,181	2,361	3,542	500	1,000	1,500
1A	23,429	29,287	1,464	2,929	4,393	500	1,000	1,500
2	27,763	34,818	1,741	3,482	5,223	500	1,000	1,500
3	29,039	36,448	1,822	3,645	5,467	500	1,000	1,500
4	29,980	37,648	1,882	3,765	5,647	500	1,000	1,500
5	31,073	39,041	1,952	3,904	5,856	500	1,000	1,500
6	33,563	42,221	2,111	4,222	6,333	500	1,000	1,500
6A	34,605	43,548	2,177	4,355	6,532	500	1,000	1,500
2012								
1	19,551	24,320	1,216	2,432	3,648	500	1,000	1,500
1A	24,132	30,166	1,508	3,017	4,525	500	1,000	1,500
2	28,596	35,863	1,793	3,586	5,379	500	1,000	1,500

3	29,910	37,541	1,877	3,754	5,631	500	1,000	1,500
4	30,879	38,777	1,939	3,878	5,817	500	1,000	1,500
5	32,005	40,212	2,011	4,021	6,032	500	1,000	1,500
6	34,570	43,488	2,174	4,349	6,523	500	1,000	1,500
6A	35,643	44,854	2,243	4,485	6,728	500	1,000	1,500

ANNUAL	PAYMENT	SENIOR DESIGNATION	PRINCIPAL DESIGNATION
2009		800	900
2010		800	900
2011		800	900
2012		800	900

WHITE COLLAR POSITIONS

GRADE

- 1 Recycling Coordinator
- 1A Clerk Typist/Cashier; Cashier/Typing; Permit CI/Typing
- 2 Clerk Typist; Police Records Clerk; Account Clerk
- 3 Technical Assistant to Construction Official
- 4 Clerk Stenograph, Account Clerk/Typing, Housing Inspector Trainee

SECTION 3. The administration of the above salary ordinance and the general terms and conditions of employment shall be as established in those contracts which shall from time to time be entered in between the Township of Mount Holly Council, New Jersey Civil Service Association, pursuant to the provisions of Chapter 1243, Public Laws of 1974 of the State of New Jersey, as amended and supplemented and the terms of such contracts are hereby incorporated herein by reference. Said contracts shall be maintained on file in the Office of the Clerk of Mount Holly Township in the Municipal Building, Washington Street, Mount Holly, New Jersey and shall be available for public inspection during the normal business hours of said office. Any provisions of

ordinances hereto adopted which are in conflict with any of the provisions of such contracts are hereby repealed.

SECTION 4. This Ordinance shall take effect twenty (20) days after its final passage and publication according to law.