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A G R E E M E N T

between

PEMBERTON TOWNSHIP EMPLOYEES UNION,
LOCAL 2783 and DISTRICT COUNCIL 71,
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

and

TOWNSHIP OF PEMBERTON
COUNTY OF BURLINGTON
STATE OF NEW JERSEY

Township of (Employer)

X
JANUARY 1, 1984 through DECEMBER 31, 1986

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PREAMBLE

This Agreement entered into this _____ day of _____ 1985, by and between the Township of Pemberton, in the County of Burlington, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township", and the Pemberton Township Employees Union, Local 2783, affiliated with District Council 71, American Federation of State, County and Municipal Employees, AFL-CIO; hereinafter called the "Union" represents the complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE I

RECOGNITION

A. The Township hereby recognizes the Pemberton Township Employees Union, Local 2783, affiliated with District Council 71, American Federation of State, County and Municipal Employees, AFL-CIO: as the exclusive negotiating agent for the provisional and permanent employees as more fully set forth in Township Resolution No. 134-1974, and as amended.

B. Any additional job classifications hereafter created shall be discussed with the Union.

ARTICLE II

MANAGEMENT RIGHTS

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

1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. 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 judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE III

DEDUCTIONS FROM SALARY

A. The Township agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9(e), as amended. Said monies together with records of any corrections shall be transmitted to the Union office by the fifteenth (15) of each month following the monthly pay period in which deductions were made.

B. 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 its new authorization to the Township therefore.

C. The Union will provide the necessary "check-off authorization" form and deliver the signed forms to the Township Treasurer. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the Union to the Township.

AGENCY SHOP

A. The employer agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.

B. The deduction shall commence for each employee who elects not to become a member of the Union during the month

following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

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

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

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

F. The Union shall indemnify, defend, and save the employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action

taken by the employer in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the employer, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

ARTICLE IV

NO-STRIKE PLEDGE

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

B. In the event of a strike, slowdown or walkout, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees with due process.

C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Township.

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

E. The Township agrees that during the term of this Agreement there shall be no "lock-out" under the penalties provided within this Article.

ARTICLE V

HOURS AND OVERTIME

A. The normal working week shall consist of the present total of an average forty (40) hours per week.

B. Overtime shall be paid at the rate of time and one-half the hourly rate over forty (40) hours a week, inclusive of all leave time provided it is not abused. All overtime shall be computed in thirty (30) minute intervals after the initial thirty minutes.

C. Overtime shall be distributed within each department and then within each classification on a rotation and perpetual basis beginning with most senior employee.

D. Any employee required to work on a holiday shall receive time and one-half the hours worked in addition to the holiday pay.

E. Meals during Emergency Overtime.

The Township shall provide each employee, who is required to work for any reason of emergency other than manpower shortage due to employee vacations or other authorized leave, with a meal of not less than \$3.00 cost or more than \$5.00 cost. An employee shall be entitled to one (1) meal at the end of four (4) hours continuance work if such work assignment shall be for a duration of five (5) or more hours. This provision shall be applicable for each five (5) hour period of continuous work thereafter.

ARTICLE VI

VACATIONS

A. January 1st of each year shall be the anniversary date for vacation leave except during the first and last year of service during which the anniversary date shall be the date of appointment and vacation leave shall be prorated as to actual time on the job.

B. Annual vacation leave with pay shall be earned at the rate of:

From date of hire through the third year of service:

Twelve (12) vacation days per year.

From beginning of fourth year through tenth year of service:

Fifteen (15) vacation days per year.

From beginning of eleventh year through fifteenth year of service:

Twenty (20) vacation days per year.

Over fifteen years of service:

Twenty-five (25) vacation days per year.

ARTICLE VII

LEAVES OF ABSENCE

A. Injury in the line of duty.

1. If an employee is injured in the line of duty and unable to work, he shall be entitled to injury leave with full pay during the period he is unable to perform his duties. This shall be certified by a medical doctor. His full pay will be coordinated, however, with Worker's Compensation as well as any other benefits currently in force. The Township will then pay the difference between the employee's regular rate of pay and that paid under Worker's Compensation until a medical doctor certifies employee is physically able to perform his duties.

B. Personal Leave.

1. The Township will permit all employees covered under the terms of this Agreement two (2) personal leave days per year with pay. The request for such leave shall be made to the Township Administrator at least one (1) week prior to its anticipated use, and the scheduling of such leave shall not interfere with the efficient operation of the Department. In the event of an emergency, the week's notice requirement may be waived by the Township Administrator. Failure to use the personal leave day shall not cause the Township to make any payment for such time not utilized. The personal leave shall not be accumulative.

C. Leave of Absence.

The Township shall provide all employees covered under the terms of this Agreement with three (3) days leave of absence

and two (2) days travel time if needed, with pay in the event of death in their immediate family. Immediate family is defined as husband, wife, father, mother, father-in-law, mother-in-law, brother, sister, child, ward, stepmother, stepfather and legal guardian. Failure to use the leave of absence shall not cause the Township to make any payment for such time not utilized. Leaves of absence shall not be accumulative.

D. Union Leave.

The Township shall during the period of this Agreement provide for time off with full pay for union business a total of five (5) working days per year for two (2) persons as may be specifically designated by the President of the Union. Such leave shall not be accumulative.

ARTICLE VIII

HEALTH AND WELFARE INSURANCE

A. The Township shall continue to provide medical, life and disability insurance as was in effect on December 31, 1983.

B. Disability income protection will apply to all full time permanent and provisional employees after a 90 day waiting period for new employees.

1. The terms of the disability protection plan for non-occupational accidents or sickness are exactly as spelled out on Page 3, "Schedule of Group Insurance Benefits For Eligible Employees," dated August 1, 1976. (See Addendum #1 to this contract.)

2. Life Insurance benefits are as spelled out on Page 3, "Schedule of Group Insurance Benefits For Eligible Employees," dated August 1, 1976. (See Addendum #1 to this contract.)

C. The Township shall provide prescription coverage for all Township employees for a \$2.00 co-pay plan without contraceptives.

D. The Township shall provide a dental program including family coverage comparable to the plan dated September 1, 1984, on file with the Township Clerk.

ARTICLE IX

UNIFORM ALLOWANCE

A. The Township shall provide five (5) uniforms and replace all uniforms as necessary for all employees receiving uniforms. A uniform shall consist of shirt, pants, winter jacket and foul weather gear as necessary and required.

B. The Township shall pay to all employees covered by this Agreement, an annual allowance for cleaning of \$100.00 for 1984 and \$100.00 for 1985 and 1986 prorated to month of service to be paid on or before December 15th of each year. Specifically excluded from said allowance are police dispatchers who shall receive the same allowance as uniformed police officers.

ARTICLE X

SALARY

The longevity schedule shall provide that longevity shall be paid as follows: The base wage rate per the attached schedule times one plus the appropriate longevity percentage. The longevity payment shall be based on the following schedule:

5 through 9 years	---	2%
10 through 14 years	---	3%
15 plus years	---	4%

The 1984, 1985, 1986 base wage rates will be calculated exclusive of longevity rates.

For 1984, the 1983 wage rate schedule, as per attached, will be increased by \$.40. Effective July 1, 1984, the June 30, 1984 wage rate shall be increased by \$.05. The longevity will be calculated as in preceding paragraph.

For 1985, the 1984 wage rate schedule, as per attached, will be increased by \$.45. The longevity will be calculated as in paragraph 1.

For 1986, the 1985 wage rate schedule, as per attached, will be increased by \$.50. The longevity will be calculated as in paragraph 1.

WAGES -- 1984 (January 1, 1984 to June 30, 1984)

<u>CLASSIFICATION</u>	<u>RANGE NO.</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Clerk	5	----	----	4.49	4.72	4.93
Clerk-Typist	12	5.71	5.98	6.28	6.55	6.86
Court Clerk-Typist	12	----	----	6.28	6.55	6.86
Assessing Clerk	12	----	----	6.28	6.55	6.86
Data Control Clerk--Water	10	5.19	5.45	5.71	5.98	6.28
Police Records Clerk	12	----	----	6.28	6.55	6.86
Senior Clerk Transcriber	12	----	----	6.28	6.55	6.86
Senior Assessing Clerk	16	----	----	7.52	7.88	8.25
Clerk-Bookkeeper	14	6.28	6.55	6.86	7.18	7.52
Clerk-Stenographer	14	----	----	6.86	7.18	7.52
Violations Clerk	14	----	----	6.86	7.18	7.52
Senior Clerk-Bookkeeper	17	----	----	7.88	8.25	8.64
Building Service Worker	10	----	----	5.71	5.98	6.28
Laborer	12	5.71	5.98	6.28	6.55	6.86
Water Meter Reader	12	5.71	5.98	6.28	6.55	6.86
Truck Driver	15	6.55	6.86	7.18	7.52	7.88
Park Maintenance Worker	15	----	----	7.18	7.52	7.88
Painter/Park Maintenance Worker	15	----	----	7.18	7.52	7.88
Police Radio Dispatcher	17	----	----	7.88	8.25	8.64
Water Repairer	15	----	----	7.18	7.52	7.88
Senior Sign Designer, Processor & Letterer/Senior Traffic Maintenance Worker	18	----	----	8.25	8.64	9.07
Mechanic	18	----	----	8.25	8.64	9.07
Heavy Equipment Operator	19	----	----	8.64	9.07	9.49
Water Foreman	22	----	----	9.94	10.43	10.93
Assistant Animal Control Officer	12	----	----	6.28	6.55	6.86
Animal Control Officer	13	----	----	6.55	6.86	7.18

WAGES -- 1984 (July 1, 1984 to December 31, 1984)

<u>CLASSIFICATION</u>	<u>RANGE NO.</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Clerk	5	----	----	4.54	4.77	4.98
Clerk-Typist	12	5.76	6.03	6.33	6.60	6.91
Court Clerk-Typist	12	----	----	6.33	6.60	6.91
Assessing Clerk	12	----	----	6.33	6.60	6.91
Data Control Clerk--Water	10	5.24	5.50	5.76	6.03	6.33
Police Records Clerk	12	----	----	6.33	6.60	6.91
Senior Clerk Transcriber	12	----	----	6.33	6.60	6.91
Senior Assessing Clerk	16	----	----	7.57	7.93	8.30
Clerk-Bookkeeper	14	6.33	6.60	6.91	7.23	7.57
Clerk-Stenographer	14	----	----	6.91	7.23	7.57
Violations Clerk	14	----	----	6.91	7.23	7.57
Senior Clerk-Bookkeeper	17	----	----	7.93	8.30	8.69
Building Service Worker	10	----	----	5.76	6.03	6.33
Laborer	12	5.76	6.03	6.33	6.60	6.91
Water Meter Reader	12	5.76	6.03	6.33	6.60	6.91
Truck Driver	15	6.60	6.91	7.23	7.57	7.93
Park Maintenance Worker	15	----	----	7.23	7.57	7.93
Painter/Park Maintenance Worker	15	----	----	7.23	7.57	7.93
Police Radio Dispatcher	17	----	----	7.93	8.30	8.69
Water Repairer	15	----	----	7.23	7.57	7.93
Senior Sign Designer, Processor & Letterer/Senior Traffic Maintenance Worker	18	----	----	8.30	8.69	9.12
Mechanic	18	----	----	8.30	8.69	9.12
Heavy Equipment Operator	19	----	----	8.69	9.12	9.54
Water Foreman	22	----	----	9.99	10.48	10.98
Assistant Animal Control Officer	12	----	----	6.33	6.60	6.91
Animal Control Officer	13	----	----	6.60	6.91	7.23

WAGES -- 1985

<u>CLASSIFICATION</u>	<u>RANGE NO.</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Clerk	5	----	----	4.99	5.22	5.43
Clerk-Typist	12	6.21	6.48	6.78	7.05	7.36
Court Clerk-Typist	12	----	----	6.78	7.05	7.36
Assessing Clerk	12	----	----	6.78	7.05	7.36
Data Control Clerk--Water	10	5.69	5.95	6.21	6.48	6.78
Police Records Clerk	12	----	----	6.78	7.05	7.36
Senior Clerk Transcriber	12	----	----	6.78	7.05	7.36
Senior Assessing Clerk	16	----	----	8.02	8.38	8.75
Clerk-Bookkeeper	14	6.78	7.05	7.36	7.68	8.02
Clerk-Stenographer	14	----	----	7.36	7.68	8.02
Violations Clerk	14	----	----	7.36	7.68	8.02
Senior Clerk-Bookkeeper	17	----	----	8.38	8.75	9.14
Building Service Worker	10	----	----	6.21	6.48	6.78
Laborer	12	6.21	6.48	6.78	7.05	7.36
Water Meter Reader	12	6.21	6.48	6.78	7.05	7.36
Truck Driver	15	7.05	7.36	7.68	8.02	8.38
Park Maintenance Worker	15	----	----	7.68	8.02	8.38
Painter/Park Maintenance Worker	15	----	----	7.68	8.02	8.38
Police Radio Dispatcher	17	----	----	8.38	8.75	9.14
Water Repairer	15	----	----	7.68	8.02	8.38
Senior Sign Designer, Processor & Letterer/Senior Traffic Maintenance Worker	18	----	----	8.75	9.14	9.57
Mechanic	18	----	----	8.75	9.14	9.57
Heavy Equipment Operator	19	----	----	9.14	9.57	9.99
Water Foreman	22	----	----	10.44	10.93	11.43
Assistant Animal Control Officer	12	----	----	6.78	7.05	7.36
Animal Control Officer	13	----	----	7.05	7.36	7.68

WAGES -- 1986

<u>CLASSIFICATION</u>	<u>RANGE NO.</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Clerk	5	----	----	5.49	5.72	5.93
Clerk-Typist	12	6.71	6.98	7.28	7.55	7.86
Court Clerk-Typist	12	----	----	7.28	7.55	7.86
Assessing Clerk	12	----	----	7.28	7.55	7.86
Data Control Clerk--Water	10	6.19	6.45	6.71	6.98	7.28
Police Records Clerk	12	----	----	7.28	7.55	7.86
Senior Clerk Transcriber	12	----	----	7.28	7.55	7.86
Senior Assessing Clerk	16	----	----	8.52	8.88	9.25
Clerk-Bookkeeper	14	7.28	7.55	7.86	8.18	8.52
Clerk-Stenographer	14	----	----	7.86	8.18	8.52
Violations Clerk	14	----	----	7.86	8.18	8.52
Senior Clerk-Bookkeeper	17	----	----	8.88	9.25	9.64
Building Service Worker	10	----	----	6.71	6.98	7.28
Laborer	12	6.71	6.98	7.28	7.55	7.86
Water Meter Reader	12	6.71	6.98	7.28	7.55	7.86
Truck Driver	15	7.55	7.86	8.18	8.52	8.88
Park Maintenance Worker	15	----	----	8.18	8.52	8.88
Painter/Park Maintenance Worker	15	----	----	8.18	8.52	8.88
Police Radio Dispatcher	17	----	----	8.88	9.25	9.64
Water Repairer	15	----	----	8.18	8.52	8.88
Senior Sign Designer, Processor & Letterer/Senior Traffic Maintenance Worker	18	----	----	9.25	9.64	10.07
Mechanic	18	----	----	9.25	9.64	10.07
Heavy Equipment Operator	19	----	----	9.64	10.07	10.49
Water Foreman	22	----	----	10.94	11.43	11.93
Assistant Animal Control Officer	12	----	----	7.28	7.55	7.86
Animal Control Officer	13	----	----	7.55	7.86	8.18

ARTICLE XI

SEPARABILITY AND SAVINGS

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

ARTICLE XII

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, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XII

SAFETY AND HEALTH

A. The Township shall maintain safe and healthful working conditions, and will provide employees with any wearing apparel, including foul weather clothing, tools or devices that may be reasonably necessary to insure their health and safety.

B. The Union shall designate a safety committee for each unit of representation. It shall be their responsibility to investigate unsafe or unhealthy conditions. They shall meet periodically, as necessary, to review conditions in general to make appropriate recommendations to either or both parties. The safety committee member representing the Union shall be permitted a reasonable opportunity to visit work locations throughout the Township's facilities, where employees covered by this Agreement perform their duties, for the purpose of investigating safety and health conditions. Said inspections shall be conducted during working hours with no loss of pay for a period not to exceed one (1) hour per week, unless additional time is specifically requested and authorized by the Township Administrator.

C. The Township shall provide employees official identification.

ARTICLE XIV

EQUAL TREATMENT

The Township agrees that there shall be no discrimination, or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, union membership or union activities.

ARTICLE XV

GRIEVANCE PROCEDURE

Section 1

A grievance is a complaint that there has been an improper application, interpretation or violation of this Agreement. Also included in the scope of grievable items are disciplinary actions which are appealable to Civil Service as a matter of right. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss and resolve the matter informally with any appropriate member of the department.

Section 2

Complaints may be initiated by an employee to his superior. An earnest effort shall be made to settle the dispute immediately. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the employee or by the authorized Association representative.

Section 3

When the Union wishes to present a grievance for itself or for an employee or groups of employees for settlement or when an aggrieved employee wishes to present a grievance, such grievance shall be presented as follows:

Step 1 -- Within five (5) working days of the event giving rise to the grievance, the aggrieved employee, the President of the Union, or his duly authorized representative shall present

the grievance in writing to the Department Head or his duly designated representative. The Department Head shall answer the grievance within five (5) working days.

Step 2 -- If the grievance is not resolved at Step 1 or if no answer has been received within the time set forth in Step 1, the Union shall present the grievance within five (5) working days in writing to the Township Administrator. This presentation shall set forth the position of the Union, and at the request of either party, discussion may ensue. The Township Administrator shall answer the grievance in writing within fifteen (15) working days after receipt of the grievance setting forth the position of the employer.

Step 3 -- If the grievance is not resolved at Step 2 or if no answer has been received by the Union within the time set forth in Step 2, the grievance may be presented in writing within ten (10) working days to the Township Committee. The final decision of the Township Committee shall be given to the Union in writing within thirty (30) days after the receipt of the grievance.

Step 4 -- If the grievance has not been settled by the parties at Step 3 of the Grievance Procedure or if no answer in writing by the Township Committee has been received by the Union within the time provided in Step 3, the Union may invoke arbitration of the grievance in accordance with Article XV hereof.

In the event a grievance is not processed in accordance with the time limitations set forth above, unless such time limitations are waived by both parties, the grievance shall be deemed satisfactorily resolved and no further action may be taken pursuant to this Article.

ARBITRATION

Section 1

(a) Any grievance not settled by the Grievance Procedure as herein provided, may be referred to an arbitrator as hereinafter provided.

(b) The Union may institute arbitration proceedings when the Grievance Procedure has been exhausted by requesting the Public Employment Relations Commission to appoint an arbitrator to hear the dispute in the manner set forth in the Rules and Regulations and Statement of Procedure of the Public Employment Relations Commission. A copy of said request shall be forwarded to the Township Committee.

(c) The costs for the services of the arbitrator shall be borne equally between the Township and the Union. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

(d) The arbitrator shall set forth his findings of facts and reasons for making the award with thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.

(e) The arbitrator's decision shall be final and binding on all parties.

(f) In any case where the grievance may be appealed to the New Jersey Department of Civil Service, the election of arbitration shall preclude resort by the employee or the Union to the Department of Civil Service. Conversely, if the grievance is appealed to the Department of Civil Service, the employee or the Union shall be barred from proceeding to arbitration in accordance with this Article.

ARTICLE XVI

SICK LEAVE

A. The Township shall allow its employees accumulative sick leave with pay as provided in New Jersey Civil Service Rules and Regulations.

B. Starting with sick leave accruing under Civil Service guidelines beginning January 1, 1981, and continuing thereafter, up to and including a maximum of twelve (12) days, any unused sick leave will be payable to employees covered by this Agreement on or about December 15th of each year, at a rate of fifty (50) percent per hour at the employee's rate of pay on the previous July 1st.

The employee(s) have the right to elect accumulating sick leave as per Civil Service Rules, or to take cash payment as provided above, In either event, such choice must be made in writing no later than November 1st of each year, computed as of that date.

In order to qualify for the payment, an employee must maintain a minimum of fifteen (15) sick days at all times.

C. The word "day" as used in this Agreement shall consist of the normal working day. All employees working a ten (10) hour day shall be credited with the appropriate number of sick and vacation days since the institution of the four (4) day - forty (40) hour work week. Limitations on the number of sick and vacation days shall remain as heretofor.

ARTICLE XVII

HOLIDAYS

A. All employees covered under the terms of this Agreement shall celebrate the following paid holidays:

New Years Day	Independence Day
Martin Luther King's Birthday (Brotherhood Day)	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving
Easter Monday	Friday after Thanksgiving
Memorial Day	Christmas

B. Holidays which fall on Saturday shall be celebrated on the preceding Friday. Holidays that fall on Sunday shall be celebrated on the following Monday. Holidays that fall within an employee's vacation period shall be celebrated at the employee's option, either immediately before or immediately following his vacation period.

C. All other holidays that are declared by the Township by resolution.

ARTICLE XVIII

UNION INFORMATION

A. Bulletin Boards will be made available by the employer at each of the permanent work locations for the use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature. The Township will also make available the Bulletin of Civil Service Job Openings.

B. It is agreed that representatives of the employer and the Union will meet from time to time upon the request of either party to discuss matters of general interest or concern, matters that are not necessarily a grievance as such. Said meetings shall be initiated by written request of either party and shall reflect the precise agenda of the meeting.

C. The Township will allow membership packets furnished by the Union to be placed in a suitable area so they may be obtained by new employees.

D. All positions applicable under this Contract that become vacant within the Township shall be published on bulletin boards for Union announcements.

ARTICLE XIX

SENIORITY

Seniority shall be a consideration concerning the promotion of employees.

ARTICLE XX

EDUCATIONAL PROVISIONS

Tuition shall be reimbursed by the Township for all college level equivalent courses beginning with January 1, 1985, in which the employee maintains a "C" or better average. All course participation must be authorized by the Township Administrator in advance and must directly relate to the work responsibilities of the employee.

ARTICLE XXI

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1984, and shall remain in effect to and including December 31, 1986 without any reopening date. This Agreement shall be subject to renegotiation by both parties under the terms and conditions as specified by the State of New Jersey, Public Employment Relations Commission, for the period beginning January 1, 1987. Upon expiration, the terms of the prior contract shall remain in full force and effect, through negotiations for the successor agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Pemberton, New Jersey, on this 7 day of June, 1985.

PEMBERTON TOWNSHIP EMPLOYEES
ASSOCIATION, LOCAL 2783 and
DISTRICT COUNCIL 71, AMERICAN
AND MUNICIPAL EMPLOYEES, AFL-CIO

John P. Hemmy
John P. Hemmy, Associate Director
Council, 71
Raymond L. Williams
Raymond L. Williams, President
Local 2783

TOWNSHIP OF PEMBERTON
COUNTY OF BURLINGTON,
STATE OF NEW JERSEY

Donald S. Emons
Donald S. Emons, Mayor
Wayne K. Ainsley
Wayne K. Ainsley, Deputy Mayor

Attest:

Charlotte C Newhart
Twp. Clerk

A DEPENDENT #1

SCHEDULE OF GROUP INSURANCE BENEFITS
FOR ELIGIBLE EMPLOYEES

AMOUNTS OF INSURANCE (EMPLOYEE ONLY)

	Group Life Insurance	Group Accidental Death and Dismemberment	Group Weekly Indemnity
Each Employee	\$3,000	\$3,000	66 2/3% of Basic Weekly Earnings, subject to a maximum of \$250.

WEEKLY INDENMITY INSURANCE (EMPLOYEE ONLY)

- Benefits for accident begin on 14th day
- Benefits for sickness begin on 14th day
- Benefits are paid up to 26 weeks

WAITING PERIOD FOR ELIGIBILITY - 90 days of continuous service.

PLAN EFFECTIVE DATE AUGUST 1, 1976.

LIFE INSURANCE

DEATH BENEFIT

The amount of Life Insurance for which you are insured will be paid in the event of your death from any cause. The proceeds may be paid in installments, if desired by you or your beneficiary.

BENEFICIARY

You may change your beneficiary at any time by notifying Phoenix Mutual Life Insurance Company in writing.

TOTAL DISABILITY BENEFIT

If total disability occurs while you are insured and before age 60 and you cannot engage in any occupation, your insurance will be kept in force without cost for as long as you continue to be totally disabled.

CONVERSION PRIVILEGE

If you terminate employment, you may convert your Group Life Insurance to individual Life Insurance, other than Term Insurance, without evidence of insurability within 31 days after termination of employment.

If you die within those 31 days, the amount that you could have converted will be paid as a death benefit.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

BENEFITS PAYABLE

If, while insured, you have an accident either at or away from work and, as a result of the accident, suffer any of the losses shown below within 90 days, benefits will be paid as follows:

Amount For Which
You Are Insured

Loss of Life (except as provided below) . . . The entire amount

Loss of both hands, both feet, the sight of both eyes, or any combination of these The entire amount

Loss of one hand, one foot, or the sight of one eye One-half the amount

Loss of life while a fare-paying passenger on a common carrier Twice the amount

Except for the common carrier death benefit, no more than the amount for which you are insured will be payable for all losses due to any one accident. If a benefit has been paid for a dismemberment loss resulting from a common carrier accident, the amount paid will be deducted from any death benefit that becomes payable for that accident.

Payment for loss of life will be made to your beneficiary. Payment for other losses will be made to you.

EXCLUSIONS

No benefits will be paid for loss resulting from intentionally self-inflicted injury or suicide, physical or mental infirmity or disease, bacterial infection, participation in the commission of a felony, or war or act of war.

WAIVER OF PREMIUMS FOR TOTAL DISABILITY

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

If an insured employee becomes and remains totally disabled before he is 60 and is unable to work for pay, his Accidental Death and Dismemberment Insurance will be continued without premiums provided

- (a) The class of employees to which the employee belonged when he became disabled continues to be eligible for this coverage;
- (b) The employee provides the required proof of his disability and submits to an examination by a physician.

The waiver of premiums will terminate on the earliest of the following:

- (a) When the employee attains age 65;
 - (b) When the total disability ceases; or
 - (c) ~~When the employee becomes eligible for coverage under another employer-employee plan providing similar benefits.~~
- (c) When the employee becomes eligible for coverage for coverage under another employer-employee plan providing similar benefits.

WEEKLY INDEMNITY INSURANCE

BENEFITS PAYABLE

Weekly payments will be made if, while insured, you become disabled and unable to work due to a nonoccupational accident or sickness.

It is not necessary to be hospitalized, but you must be under a doctor's care.

The Schedule of Benefits shows when benefits commence and the duration of benefits for each period of disability.

Successive periods of disability separated by less than two weeks of active, full-time work are treated as one period unless the subsequent disability (a) is due to an entirely unrelated cause and (b) commences after you return to active, full-time work.

AND EXCLUSIONS

If you are entitled to Social Security Disability benefits and if the total of that benefit and your Weekly Indemnity benefit exceeds 70% of your basic weekly earnings, the amount of your Weekly Indemnity benefit will be reduced by the excess.

No benefits will be paid for:

- (a) disability due to pregnancy;
- (b) disability due to a job-related accident or a sickness covered by Workmen's Compensation or a similar law, except when incurred by a partner or proprietor who is ineligible for Workmen's Compensation coverage.

TERMINATION OF INSURANCE

Your insurance will terminate when any of the following occurs:

1. The plan terminates
2. Your employment terminates
3. You cease to be in a class of employees eligible for this insurance
4. You fail to make your contribution, if required.

This booklet describes your Phoenix Mutual coverage in general terms. It is not the contract. Details of your program can be found in the Certificate of Insurance issued to each insured person.

Change or Discontinuance of Plan

It is hoped that this plan will be continued indefinitely but, as is customary in Group Insurance Plans, the right of change or discontinuance at any time must be reserved.