

**MEMORANDUM OF AGREEMENT AND RELEASE  
AMONG THE TOWNSHIP OF MOUNT LAUREL, THE COMMUNICATIONS  
WORKERS OF AMERICA, AFL-CIO, THE COMMUNICATIONS WORKERS  
OF AMERICA, LOCAL 1036 (CLERICAL) and COMMUNICATIONS  
WORKERS OF AMERICA, LOCAL 1036 (SUPERVISORY)**

WHEREAS, the Township of Mount Laurel, Burlington County, New Jersey (“Township”) and the Communications Workers of America, AFL-CIO, Local 1036 (Clerical) (hereinafter referred to as “Clerical Unit”) are parties to a series of Collective Bargaining Agreements (“CBA”) governing the terms and conditions of employment for permanent full time and part time clerical employees and inspectors employed by the Township; and

WHEREAS, the Township and the Communications Workers of America, AFL-CIO, Local 1036 (Supervisory) (hereinafter referred to as “Supervisory Unit”) are parties to a series of CBAs governing the terms and conditions of employment for permanent full time and part time supervisory employees employed by the Township; and

WHEREAS, the Township and the Clerical Unit have been involved in negotiations for a successor labor agreement to the CBA that expired December 31, 2008; and

WHEREAS, the Township and the Supervisory Unit have been involved in negotiations for a successor labor agreement to the CBA that expired December 31, 2009; and

WHEREAS, during the course of bargaining, several Unfair Practice Charges with the New Jersey Public Employment Relations Commission, grievances, Notice of Impasse, Fact-Finding and other litigation was commenced and is currently being

pursued against the Township by the Communications Workers of America, AFL-CIO (hereinafter "CWA") individually and on behalf of the Clerical Unit and Supervisory Unit; and

WHEREAS, the Township and the CWA, the Clerical Unit and the Supervisory Unit, after extensive good faith negotiations, desire to resolve the aforementioned litigation and all other matters in dispute between the parties, as well as reach an agreement on the successor CBAs with the Clerical Unit and Supervisory Unit effective through December 31, 2012 as set forth herein without the burden, expense and uncertainty of further litigation and collective negotiations; and

WHEREAS, by entering into this Memorandum of Agreement and Release, the Township makes no admission of liability or wrongdoing regarding any action that is the subject to pending litigation.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, it is on this day of March, \_\_\_\_\_ 2011 hereby agreed as follows:

1. Within five business days of full execution of this Memorandum of Agreement and Release, the CWA, Clerical Unit and/or Supervisory Unit shall withdraw and/or dismiss with prejudice the following litigation matters pending against the Township, and take whatever action is necessary in furtherance of such withdraw and/or dismissal:

a. Administrative appeals filed with the New Jersey Civil Service Commission on behalf of unit members represented by the CWA, Clerical Unit and/or Supervisory Unit under Docket Numbers 2010-1335 to 2010-1351 and Docket Number 2010-1391, arising from the temporary layoff plan for layoff dates from November 20, 2009 through and including June 18, 2010;

b. Unfair Practice Charge, dated October 16, 2009 filed by the CWA, Clerical Unit and Supervisory Unit with the New Jersey Public Employment Relations Commission ("PERC"), Docket No. CO-2010-128, New Jersey Appellate Division Docket No. A-1453-10T1, challenging the Township's

temporary layoff plan for layoffs dates between November 20, 2009 through and including June 18, 2010;

c. Group Grievance and Demand for Arbitration, dated October 16, 2009, filed by the CWA on behalf of the Clerical Unit (PERC Docket No. AR-2010-291--Arbitrator Susan Wood Osborn) challenging the Township's temporary layoff plan for layoffs dates between November 20, 2009 through and including June 18, 2010 as a violation of applicable contractual provisions in the Clerical Unit CNA regarding hours of work and salaries;

d. Group Grievance and Demand for Arbitration, dated October 16, 2009, filed by the CWA on behalf of the Supervisory Unit (PERC Docket No. AR-2010-292--Arbitrator Bonnie Siber Weinstock), challenging the Township's temporary layoff plan for layoffs dates between November 20, 2009 through and including June 18, 2010 as a violation of applicable contractual provisions in the Supervisory Unit CNA regarding hours of work and salaries;

e. Unfair Practice Charge, dated July 1, 2010, filed by the CWA on behalf of the Supervisory Unit and Clerical Unit, PERC Docket No. CO-2011-001, alleging that the Township failed to bargain in good faith in rejecting the Memorandum of Agreement, dated May 20, 2011, with the Supervisory Unit, and further alleging that the Township retaliated against both the Supervisory Unit and Clerical Unit by imposing 21 temporary layoff days from July 2, 2010 to December 31, 2010;

f. Fact-finding session between the Township and the Clerical Unit scheduled with Susan W. Osborn, PERC Docket No. FF-2010-064 (the parties agree to split evenly the cost of the mediation conducted on November 18, 2010 by Ms. Osborn and any other costs incurred by Ms. Osborn as fact finder); and

g. Continued negotiations with the Supervisory Unit for a successor labor agreement.

For purposes of this Memorandum of Agreement and Release, the above referenced matters shall be collectively referred to as the "Matters in Litigation."

2. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CWA on behalf of the Clerical Unit and Supervisory Unit individually, collectively and on behalf of their respective membership(s), do hereby fully, finally and **FOREVER RELEASES AND DISCHARGES** the Township, its governing body, Council Members, employees and agents, and predecessor and successor

governing bodies, Council Members, employees and agents, of and from all claims, issues, unfair practice charges, grievances, demands, actions, causes of action, suits, damages, losses and expenses, of any and every nature whatsoever, including but not limited to any claim for attorney fees, whether known or not known, in law or in equity, arising out of or resulting from the Matters in Litigation, the terms and conditions of employment of employees represented by the Clerical Unit and Supervisory Unit, and/or the bargaining relationship with the Township, from the beginning of time to February 23, 2011, including but not limited to:

- a. Any and all acts and/or omissions that have been or could have been alleged by the Clerical Unit and Supervisory Unit arising from or related to the Matters in Litigation, any past practice governing the rights of the Clerical Unit and Supervisory Unit arising from or related to the Matters in Litigation, and/or any CBA provision, policy, regulation, or employment manual/handbook promulgated by the Township arising from or related to the Matters in Litigation;
- b. Any claim of monetary compensation and/or fringe benefit of any nature to any member of the Clerical Unit and Supervisory Unit that is not specifically mentioned in this Memorandum of Agreement and Release, with the exception of any workers compensation claim of any unit member;
- c. Any alleged unfair labor practice, contractual grievance, unlawful harassment, retaliation or discrimination based upon assertion of rights under the CBA or any federal or state law, local ordinance, or constitutional provision; and
- d. Any and all claims arising from or related to the Township's decision to implement temporary layoffs and/or permanent layoffs.

Provided, however, that this Release shall not apply to any actions/decisions by the Township regarding permanent layoffs to be implemented pursuant to the layoff plan submitted to the Civil Service Commission on or about February 25, 2011.

3. In exchange for the withdraw with prejudice of all Matters in Litigation and the release as set forth above, the Township agrees to the following consideration to the CWA, Clerical Unit and Supervisory Unit:

a. A lump sum payment of \$26,400 to the Clerical Unit to be distributed to unit members employed by the Township (current employees only) as designated by the CWA. Such payments shall not be added to base salary of any Clerical Unit member. The CWA shall provide the Township with a list of employees and gross amounts to be distributed within seven days of full execution of this Memorandum of Agreement and Release. The Township will make the payments in the next regular payroll cycle. Required tax deductions will be taken from said payments. Union dues, pension, health and other deductions shall not be taken from said payments.

b. Within seven days of full execution of this Memorandum of Agreement and Release, the Township will pay to employees in the Supervisory Unit an amount equal to the payments made by each unit member for medical benefits from the date such deductions commenced in May 2010 until the date such deductions are discontinued in accordance with the terms of paragraph 3(c) of this Memorandum of Agreement and Release. Required tax deductions will be taken from said payments. Union dues, pension, health and other deductions shall not be taken from said payments.

c. Commencing in the next regular payroll cycle after the payment in Paragraph 3(b) above, the Township will no longer implement the 1.5% deductions from the base salaries of Supervisory Unit members until January 1, 2012, when the 1.5% deduction will be applicable for Supervisory Unit members.

d. During the first full pay period for calendar year 2012, the Township will pay to Clerical Unit members whose base salaries are less than \$30,000 an

additional lump sum payments of either \$200.00 or \$400.00 representing either 2 years or 4 years of service, respectively. Payments shall not exceed \$400.00 per employee. Such payments shall not be added to base salary of any Clerical Unit member. The CWA shall provide the Township with a list of employees and gross amounts to be distributed within seven days of full execution of this Memorandum of Agreement and Release. Required tax deductions will be taken from said payments. Union dues, pension, health and other deductions shall not be taken from said payments.

e. Effective January 1<sup>st</sup>, 2012, the Township will apply a 2% across the board increase to base wages for all Clerical and Supervisory Unit employees.

f. Effective January 1<sup>st</sup>, 2012, the Township will raise all starting salaries for Clerks from the current level of \$21,500 to \$22,500. This adjustment will be made prior to the 2% adjustment provided in section (e) above is applied for the 2012 year.

g. Supervisor Unit members shall be each granted 15 "comp" days and Clerical Unit members shall be each granted 4 "comp" days to be used during a two year period commencing upon the final execution of this Memorandum of Agreement and Release. Said comp days shall be used only upon the prior approval of the unit member's department head. If an employee is unable to utilize said days within the two year period due to operational requirements of the Township as determined by the department head, provisions will be made to allow such employee to carry the days over or be otherwise compensated therefore as determined by the Township Manager.

h. All previous tentative agreements between the Clerical Unit and the Township reached during negotiations for a successor labor CBA, attached hereto and incorporated herein as Exhibit A, shall be incorporated into the new CBA effective January 1, 2009 through December 31, 2012

i. All previous tentative agreements between the Supervisory Unit and the Township reached during negotiations for a successor labor CBA, attached hereto and incorporated herein as Exhibit B, shall be incorporated into the new CBA effective January 1, 2010 through December 31, 2012.

j. The Township agrees that there shall not be any temporary layoffs/furloughs during the term of the successor CBAs absent mutual agreement between the parties.

4. The Township denies having violated any of the Supervisory Unit or Clerical Unit members' legal rights, any contractual provision of the applicable CBA with each bargaining unit, and provision of the New Jersey Employer-Employee Relations Act, Civil Service Commission statutes and/or regulations regarding temporary or permanent layoffs, its policies and procedures related to terms and conditions of employment, or any other wrongful conduct. The terms and conditions set forth in this Memorandum of Agreement and Release are in consideration for the releases provided by the CWA, the Supervisory Unit and Clerical Unit, individually, collectively and on behalf of their members.

5. If any provision of this Memorandum of Agreement and Release is declared or determined by any court of competent jurisdiction to be unenforceable or invalid for any reason, the validity of the remaining parts, or provisions shall not be affected thereby, and

the said part, term or provision declared or determined invalid or unenforceable shall be deemed not to be part of this Memorandum of Agreement and Release.

6. Any and all disputes arising from this Memorandum of Agreement and Release shall be interpreted and governed by the laws and litigated within the State of New Jersey.

7. This Memorandum of Agreement and Release constitutes the entire agreement among the Township and the CWA, the Clerical Unit and Supervisory Unit, individually, collectively and on behalf of their members in the Clerical and Supervisory Units, with the respect to the subject matters covered by this Memorandum of Agreement and Release and supersedes all prior or contemporaneous agreements, whether written or oral.

8. This Memorandum of Agreement and Release can be signed in separate counterparts by each individual/entity indicated below and shall be construed as fully integrated and enforceable as if a single document had been executed by all parties.

9. Disputes arising with respect to any contractual provisions of this Memorandum of Agreement and Release will be subject to the grievance/arbitration provisions of the CBAs covering the Clerical and Supervisory Units.

10. This Memorandum of Agreement and Release is subject to ratification by the members of the Clerical and Supervisory Units. The ratification by each unit shall be conducted separately. Upon ratification by the members of the Clerical Unit, the terms of this Memorandum of Agreement and Release that apply to the members of the unit will become effective. Upon ratification by the members of the Supervisory Unit, the terms of this Memorandum of Agreement and Release that apply to the members of the unit will become effective. The Township has represented that all terms of this Memorandum



of Agreement and Release are acceptable and will be ratified by the appropriate governing body.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this

9th day of March, 2011.

Mount Laurel Township

Jennifer Blumenthal  
Jennifer Blumenthal  
Township Manager

3/9/2011  
Date

Adam Liebtog  
Adam Liebtog, President, Local 1036  
Communications Workers of America

3/9/11  
Date

Thomas Fagan  
Thomas Fagan, Staff Representative  
Communications Workers of America

3/9/11  
Date

Jennifer DiSimone  
Jennifer DiSimone  
Communications Workers of America  
Local 1036 (Supervisory)

3/9/11  
Date

Terry Petroni  
Terry Petroni  
Communications Workers of America  
Local 1036 (Supervisory)

3/11/11  
Date

Bonnie Mason  
Bonnie Mason  
Communications Workers of America  
Local 1034 (Clerical)

3-9-11  
Date

## **EXHIBIT A**

Tentative Agreements  
between  
CWA Local 1036, Representative of the Clerical/Inspector Unit  
and  
Mount Laurel Township

### **Recognition (page 1)**

Add current agreement that "CWA represents workers after successful completion of the 90 day working test period."

Add "Account Clerk" title.

### **Longevity (page 3)**

Elimination of longevity for new employees hired on or after 1/1/10.

### **Job Posting (page 8)**

Add "and shop steward" to the end of the 3111 sentence in Paragraph A.

Paragraph C: Change "agency" to "Township."

### **Workers Compensation Safety & Health (page 9)**

Increase annual clothing allowance to \$400.

Increase annual steel-toed boots/safety shoes allowance to \$100.

The EMS clerk will be entitled to a uniform, to include the boot allowance, as proscribed by the EMS Chief, equal to the negotiated amount for this unit.

### **Sick Leave (page 12)**

Change paragraph heading to "Sick/Medical Leave."

Expand definition of sick leave to include doctor's appointments.

Expand definition of immediate family to include: "legal ward, grandchild, legal guardian, domestic partner and civil union partner (as defined under NJ State Domestic Partnership and Civil Union laws) and child of such for whom the employee has legal guardianship and physical custody."

Elimination of C, Sick Leave Sell Back, for new employees hired on or after 1/1/10.

### **Union Leave (page 15)**

Change "representative" to "union" throughout Paragraph A.

**Equal Treatment (page 17)**

Change “political origin” to “political status, political affiliation, national origin” and “association membership, association activities,” to “union membership, union activities.”

Add: “or any other legally protected class” and “sexual orientation, gender expression (as defined under NJ State law).”

**Attachment 1 Titles/Salary Ranges (page 19)**

Add the titles and corresponding salary ranges to the Contract. Already provided for in the CBA, but omitted in error at time of reproduction.

**Denim Days**

“Employees will be able to wear denim, provided it is business appropriate denim, two (2) Fridays per months, free of charge. The Township Manager will designate the two (2) days.”

**Duration**

4 year contract covering 2009, 2010, 2011 and 2012 with a 0% wage increase for 2009, 2010 and 2011, and a 2% wage increase for 2012.

CWA withdraws all proposals open at the conclusion of the April 15, 2010 contract mediation session.

Township withdraws all proposals open at the conclusion of the April 15, 2010 mediation session.

## **EXHIBIT B**

Tentative Agreements  
between  
CWA Local 1036, Representative of the Supervisor Bargaining Unit  
and  
Mount Laurel Township

### **Cover Page**

Change from "CWA Local 1034" to "CWA Local 1036".

### **Recognition (page 2)**

Add current agreement that "CWA represents workers after successful completion of the 90 day working test period."

### **Hours of Work (pg 3)**

2nd Paragraph, 211 Sentence – Township agreed that for any evening meetings, employees can report to work at 10 am the following day.

### **Job Posting (page 18)**

Paragraphs C, D & F – Change from "State Department of Personnel" to "New Jersey Civil Service Commission".

Paragraph C - Change "agency" to "Township."

### **Sick Leave (page 24)**

Change paragraph heading to "Sick/Medical Leave."

Expand definition of sick leave to include doctor's appointments.

Expand definition of immediate family to include: "legal ward, grandchild, legal guardian, domestic partner and civil union partner (as defined under NJ State Domestic Partnership and Civil Union laws) and child of such for whom the employee has legal guardianship and physical custody."

(NEW) Paragraph D "Catastrophic Illness – Donation of Time (4A:6-1.22)" –Attached policy to be added to agreement.

### **Pregnancy Disability/Child Care and Family Leave (pg 28)**

Paragraph A – Change reference from "Department of Personnel" to "New Jersey Civil Service Commission."

### **Bereavement Leave (pg 29)**

Expand definition of immediate family to include: "legal ward, domestic partner and civil union partner (as defined under NJ State Domestic Partnership and Civil Union laws) and child of such for whom the employee has legal guardianship and physical custody."

**Union Leave (page 31)**

Paragraph A – Change “representative” to “Union” throughout.

**Other Leaves of Absence (pg 32)**

Paragraph C – Change “Department of Personnel” to “Civil Service Commission”.

**Equal Treatment (page 36)**

Change “political origin” to “political status, political affiliation, national origin” and “association membership, association activities,” to “union membership, union activities” and add “or any other legally protected class” and “sexual orientation, gender expression (as defined under NJ State law).”

**Attachment 1 Names/Titles/Employee Salaries (page 40)**

Change heading to “Attachment 1 Titles / Salary Ranges and add the titles and corresponding salary ranges to the Contract. Already provided for in the CBA, but omitted in error at time of reproduction.

**(NEW) Denim Days**

“Employees, who do not currently wear denim daily, will be able to wear denim, provided it is business appropriate denim, two (2) Fridays per months, free of charge. The Township Manager will designate the two (2) days.”

**Article V – Longevity**

Elimination of longevity for new employees hired on or after 1/1/10.

**Article XIX C.4. –Sick Leave**

Elimination of sick leave sell back for new employees hired on or after 1/1/10.

“Community Relations Aide” covered under the Supervisor bargaining unit.

**Duration**

3 year contract covering 2010, 2011 and 2012 with a 0% wage increase for 2010, 2011, and a 2% increase for 2012.

CWA withdraws all proposals open at the conclusion of the May 12, 2010 session.

Township withdraws all proposals open at the conclusion of the May 12, 2010 session.

## CATASTROPHIC ILLNESS – DONATION OF TIME POLICY (4A:6-1.22)

- A. An employee shall be eligible to receive donated sick or vacation leave if the employee:
1. Has completed at least one year of continuous service with the Township;
  2. Has exhausted all accrued sick, vacation, personal or administrative leave, all sick leave injury benefits, if any, and all compensatory time off;
  3. Has not; in the two year period immediately preceding the employee's need for donated leave, been disciplined for chronic or excessive absenteeism, chronic Or excessive lateness or abuse of leave; and
  4. Either:
    - a. Suffers from a catastrophic health condition or injury;
    - b. Is needed to provide care to a member of the employee's immediate family who is stiffering from a catastrophic health Condition or injury, or
    - c. Requires absence from work due to the donation of an organ (which shall include; for. example, the donation of blood marrow).
- B. For purposes of this section a "catastrophic health condition or injury" shall be defined as follows:
1. With respect to-an employee, a "catastrophic health :condition or injury is either:
    - a. A life-threatening condition or combination of conditions.; or
    - b. A period of disability required by his or her mental or physical health of the employee or the health of the employee's fetus which requires the care of a physician who provides a medial verification of the need for the employee's absence from work for 60 or more work days.
  2. With respect to an employee's immediate family member, a "catastrophic health condition or injury" is either:
    - a. A life-threatening Condition or combination of conditions; or
    - b. A period of disability required by his or her mental or physical health which requires the care of a physician who provides a medical verification of the need for the family member's care by the employee for 60 or more work days.
- C. A Township employee may request that the appointing authority approve his or her participation in the program, as a leave recipient or leave donor. The employee's supervisor may make such a request on behalf of the employee for his

or her participation in the program as a leave recipient.

1. The employee or supervisor requesting the employee's acceptance as a leave recipient shall submit to the appointing authority medical verification from a physician or other licensed health care provider concerning the nature and anticipated duration of the disability resulting from either the catastrophic health condition or injury, or the donation of an organ, as the case may be.
2. When the appointing authority has approved an employee as a leave recipient, the appointing authority shall, with the employee's consent, post or circulate the employee's name along with those of other eligible employees in a conspicuous manner to encourage the donation of leave time, and shall provide notice to all negotiations representatives in that appointing authority.
  - a. If the employee is unable to consent to this posting or circulation, the employee's family may consent on his or her behalf.

D. A leave recipient must receive at least 5 sick days or vacation days or a combination thereof from one or more leave donors to participate in the donated leave program. A leave donor shall donate only whole sick days or whole vacation days and may not donate more than 10 such days to any one recipient.

1. A leave recipient shall receive no more than 180 sick days or vacation days, and shall not receive any such days on a retroactive basis.
2. A leave donor shall have remaining at least 20 days of accrued sick leave if donating sick leave and at least 12 days of accrued vacation leave if donating vacation leave.
3. A leave donor shall not revoke the leave donation.
4. If a leave donor is not in the same department or autonomous agency as the leave recipient, appropriate arrangements shall be made between the affected appointing authorities to verify donor eligibility and adjust leave records. However, the posting requirement set forth in (C)2 above is limited to the recipient's appointing authority.

E. While using donated leave time the recipient shall accrue sick leave and vacation leave and be entitled to retain such leave upon his or her return to work.

1. Any unused, donated leave shall be returned to the leave donors on a prorated basis upon the leave recipient's return to Work, except that if the proration of leave days results in less than one day per donor to be returned, that leave time shall not be returned.
2. Upon retirement, the leave recipient shall not be granted supplemental compensation on retirement for any unused sick days which he or she had received through the leave donation program.

F. An employee shall be prohibited from threatening or coercing or attempting to

threaten or coerce another employee for the purpose of interfering with the rights involving donating, receiving, or using donated leave time. Such prohibited acts shall include, but not 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.



AGREEMENT

BETWEEN

THE TOWNSHIP OF MOUNT LAUREL

AND

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

REPRESENTATIVE FOR CLERICAL EMPLOYEES



JANUARY 1, 2005 THROUGH DECEMBER 31, 2008

## TABLE OF CONTENTS

PREAMBLE		PAGE 1
ARTICLE I	RECOGNITION	PAGE 1
ARTICLE II	HOURS OF WORK	PAGE 1
ARTICLE III	SALARIES	PAGE 2
ARTICLE IV	OVERTIME	PAGE 2
ARTICLE V	LONGEVITY	PAGE 3
ARTICLE VI	OUT OF TITLE PAY	PAGE 3
ARTICLE VII	CALL IN/SERVICE CALL	PAGE 3
ARTICLE VIII	STANDBY	PAGE 3
ARTICLE IX	GRIEVANCE PROCEDURE	PAGE 3
ARTICLE X	UNION RIGHTS	PAGE 6
ARTICLE XI	PERSONNEL FILES	PAGE 7
ARTICLE XII	HEALTH BENEFITS	PAGE 7
ARTICLE XIII	SENIORITY	PAGE 8
ARTICLE XIV	JOB POSTING/TRANSFERS/LAYOFF	PAGE 8
ARTICLE XV	WORKER'S COMPENSATION SAFETY & HEALTH	PAGE 9
ARTICLE XVI	UNION DUES	PAGE 9
ARTICLE XVII	AGENCY SHOP	PAGE 10
ARTICLE XVIII	HOLIDAYS	PAGE 11
ARTICLE XIX	SICK LEAVE	PAGE 12
ARTICLE XX	VACATION	PAGE 13
ARTICLE XXI	RETIREMENT	PAGE 13
ARTICLE XXII	PREGNANCY DISABILITY/CHILD CARE AND FAMILY LEAVE	PAGE 13
ARTICLE XXIII	BEREAVEMENT LEAVE	PAGE 14
ARTICLE XXIV	PERSONAL LEAVE	PAGE 14
ARTICLE XXV	UNION LEAVE	PAGE 15
ARTICLE XXVI	OTHER LEAVES OF ABSENCE	PAGE 15
ARTICLE XXVII	CONTINUING EDUCATION	PAGE 16
ARTICLE XXVIII	PROFESSIONAL ASSOCIATIONS	PAGE 16
ARTICLE XXIX	LIABILITY INSURANCE/LIFE INSURANCE	PAGE 16
ARTICLE XXX	EQUAL TREATMENT	PAGE 17
ARTICLE XXXI	CONTRACT RE-OPENER	PAGE 17
ARTICLE XXXII	EFFECTIVE DATES OF AGREEMENT	PAGE 17
ARTICLE XXXIII	SIGNATURE SHEET	PAGE 18
ATTACHMENT I	NAMES/TITLES/EMPLOYEE SALARIES	PAGE 19

## **PREAMBLE**

This Agreement is entered into on 8-25-05 by the Township of Mount Laurel (hereinafter referred to as the "Employer") and the Communications Workers of America, AFL-CIO (hereinafter referred to as the "Union").

The purpose of this Agreement is to establish rates of pay, hours of work and other conditions of employment for employees represented by the Union.

## **ARTICLE I** **RECOGNITION**

The Township recognizes the Union as the exclusive representative for the purpose of collective negotiations, according to law for all permanent full-time and part-time Mt. Laurel clerical employees, inspectors in the Community Development Department, provisional employees as listed in Article IX but excluding policemen, fireman, confidential employees, managerial employees and supervisory employees within the meaning of the act. It is agreed that upon the creation of any new titles, which are appropriate to this unit of employees, these new titles shall be covered by this Agreement.

## **ARTICLE II** **HOURS OF WORK**

The regularly scheduled work week, 35 hours will consist of five (5) consecutive days Monday through Friday with the exception of contractual personnel. The Township's hours are 8:00 a.m. to 4:00 p.m. The parties agree that employees may be assigned to work hours other than the above as necessary to carry out the functions of their departments. This applies to, but is not limited to, the employees of the zoning board, municipal court and/or the planning board. Flex time may be implemented where it is deemed appropriate for those departments where the department head and the employees mutually agree.

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

A one (1) hour lunch period is allowed during the normal work day. Employees will rotate to permit the respective office to remain open during the lunch periods with the employees rotating their scheduled lunch period. The manager may permit offices to close in an emergency situation or extreme circumstances. There will be two (2) ten (10) minute rest periods, one (1) in the a.m. and one (1) in the p.m.

Emergency overtime pay may be granted on an emergency basis by the Township manager upon recommendation from the head of the department.

**ARTICLE III**  
**SALARIES**

- A. 2005
  - 1. Minimum Salary level and 2005 starting salary shall be \$20,000.00
  - 2. All "Clerks" with a Date of Hire on or before 12/31/2004 will receive a \$2,900 salary increase from their 2004 base pay.
  - 3. Other titles in the Collective Bargaining Unit will receive a 4% increase.
  - 4. All raises retroactive to January 1, 2005.
  
- B. 2006
  - 1. Starting salary \$20,500.00
  - 2. All "Clerks" to receive \$500.00 added to base pay, then receive a 3.5% increase
  - 3. Other titles in the Collective Bargaining Unit will receive a 4% increase.
  
- C. 2007
  - 1. Starting salary \$21,000.00
  - 2. All "Clerks" to receive \$500.00 added to base pay, then receive a 3.5% increase.
  - 3. Other titles in the Collective Bargaining Unit will receive a 4% increase.
  
- D. 2008
  - 1. Starting salary \$21,500.00
  - 2. All "Clerks" to receive \$500.00 added to base pay, then receive a 3.5% increase.
  - 3. Other titles in the Collective Bargaining Unit will receive a 4% increase.

**ARTICLE IV**  
**OVERTIME**

- A. Overtime compensation at the rate of time and a half (1-1/2) shall be paid by the Employer to all employees who work in excess of seven (7) hours a day or thirty-five (35) hours a week. The overtime rate for all hours worked on Sunday and holidays will be double time. Overtime compensation must be authorized by the Department Head or his/her designee.
  
- B. Employees covered by this Agreement will be compensated at the rate of time and one half (1-1/2) in cash providing there has been approval by his/her designee for authorized overtime hours in excess of the regularly scheduled work week.
  
- C. For purposes of overtime compensation, all paid time, whether worked or not, as well as approved unpaid Union leave, shall be counted as worked time.
  
- D. Overtime shall be offered on the basis of seniority and rotated equitably within each department.
  
- E. Overtime is calculated with salary and longevity included in the base salary.

**ARTICLE V**  
**LONGEVITY**

Longevity will be paid to all full-time employees who have maintained a continuous work record with the Township as follows:

- 10 years to 14 years – base salary is increased by \$600.00.
- 15 years to 19 years – base salary is increased by \$500.00 to a total of \$1,100.00.
- 20 years to 24 years – base salary is increased by \$1,000.00 to a total of \$2,100.00.
- 25 years to 29 years – base salary is increased by \$500.00 to a total of \$2,600.00.
- 30 years and above – base salary is increased by \$500.00 to a total of \$3,100.00.

Longevity is paid on the employee's anniversary date, which is the employee's date of hire and is included in the employee's base salary. Longevity is paid only one (1) time in each of the five (5) groups listed above, not each year.

**ARTICLE VI**  
**OUT OF TITLE PAY**

When any employee performs out-of-title work for one day per week at the request of management, he/she shall be compensated within the range of the title work being performed. This compensation shall be at a minimum of 20% greater than the employee's regular rate of pay or the bottom of the range whichever is greater.

**ARTICLE VII**  
**CALL IN**

Any employee called back to work after the conclusion of his/her normal work shift shall be entitled to a minimum of two (2) hours of compensation, portal-to-portal, at a rate of pay of time and one half (1-1/2). The two (2) hours must be non-contiguous with either the start or finish of the work day.

**ARTICLE VIII**  
**STANDBY**

Those employees designated for emergency standby duty shall earn two (2) hours per evening during a normal work week and four (4) hours for holidays and weekends at the rate of time and one half (1-1/2).

**ARTICLE IX**  
**GRIEVANCE PROCEDURE**

A. DEFINITION:  
"Grievance" is:

1. A claimed breach, misinterpretation or improper application of the terms of this Agreement, or
2. A claimed violation, misinterpretation or misapplication of rules or regulations, existing policy, agreements, administrative decisions, or laws applicable to the department, to include minor disciplinary actions.

"Working Day" is defined as: Monday through Friday, excluding holidays.

B. Any grievance or dispute, which arises between an employee and Employer, shall be processed and settled in strict accordance with the time limits set out herein. It is understood that all of the time limits, unless otherwise expressed, refer to working days and not calendar days.

C. **PROCEDURES:**

Within ten (10) days of the date of the grievance, or the date in which the grievant should reasonably have known of its occurrence, an employee with a potential grievance must orally present and discuss his/her complaint with their immediate supervisor on an informal basis prior to filing a formal Step 1 grievance, whenever time permits. A Union Steward may be present at such discussions.

**STEP 1:**

A grievance must be filed initially within fifteen (15) working days from the date or any date on which the act, which is the subject of the grievance occurred, or twenty-five (25) working days from the date on which the grievant should reasonably have known of its occurrence. The grievant shall prepare his/her grievance in writing on forms approved by each party and submit same to the Department Head who shall schedule, hear and determine the grievance within ten (10) working days after receiving it. Such grievance shall include date of the alleged grievable occurrence, nature of the grievance, pertinent contractual articles allegedly violated and the remedy sought. Failure to submit the required information is grounds for a denial of the grievance.

The decision of the Department Head shall be made in writing, and in triplicate and copies thereof, together with copies of the grievance, shall be served upon the grievant, the Union representatives and the Township Manager within said ten (10) working day period.

**STEP 2:**

Upon receipt of an adverse determination by the Department Head, the grievant or Union representative shall have a period of ten (10) days to appeal such determination to the Township Manager or designee who shall schedule, hear and determine the grievance within fifteen (15) working days after receiving it. The Township Manager or designee shall hear the grievance de novo and issue a decision in writing and in triplicate and copies thereof, together with copies of the grievance and previous decision, shall be served upon the grievant and the Union representative within said fifteen (15) working day period.

**STEP 3:**

Upon receipt of an adverse determination of the Township Manager or designee, the Union shall have thirty (30) working days to appeal such determination to arbitration pursuant to the rules of the Public Employee Relations Commission. The cost of the arbitrator shall be borne by the Township and Union equally. Any other cost shall be borne by the party incurring it. The decision of the arbitrator shall be final and binding upon the grievant, Union and Township.

D. GENERAL RULES:

1. A failure to schedule, hear and determine the grievance at any step by the person designated to do so shall cause the matter to proceed immediately to the next step. Said grievance shall be deemed pending in the next step without the necessity of a formal written appeal.
2. Under no circumstances shall the Employer have the right to appeal a grievance adjudicated favorably to the employee, except when a determination is issued by P.E.R.C. (Public Employment Relations Commission) or Department of Personnel.
3. At all steps in the grievance procedure, the grievant shall have the right to be represented by the Union and only the Union.
4. If the grievant alleges acts by or against the person designated to schedule, hear and decide grievances, the grievance shall be filed with, heard by and determined at the next highest step in the grievance procedure.
5. A group or class grievance may be filed by a member of the affected group or class, or by a representative of the Union; however, any such grievance, shall clearly delineate the group or class involved, and shall, where practicable, list the names and the titles of the individual employees involved.
6. Extensions of time limits may be obtained only by the written consent of the grievant or representative and person designated to hear and determine the grievance.
7. If a grievant accepts a resolution that is not in conflict with this Agreement, it shall be final and binding upon the parties.
8. A grievance settlement at Steps 1-2 shall not be precedent setting, however, they may be introduced as evidence in arbitration.

E. DISCIPLINE:

1. Discipline and discharge shall only be for just cause.
2. Discipline shall be progressive in nature and corrective in intent.
3. The degree of discipline administered by the Employer in a particular case must be reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee and his/her service with the Employer.
4. Grievances of minor disciplinary actions (five (5) day suspensions or less) shall be filed directly at Step 2. No discipline which results in loss of pay shall be imposed prior to the employee having a hearing unless there is an imminent threat to health and safety.
5. Provisional employees with more than four (4) months of service must be issued an approved notice of major disciplinary action.

At the time the Department Head issues an approved notice of major disciplinary action including termination, to a provisional employee with more than four (4) months of service, the Department Head shall provide the employee a review of the action, if the employee desires such a review, and said review is requested by the Union, within five (5) days of issuance of the discipline.

Such review will be conducted by the Department Head within five (5) working days of the request. The employee may choose to be represented by the Union, present witnesses or other relevant evidence related to his or her discipline.

6. Provisional employees in the working test period receiving any discipline shall not be eligible to proceed to arbitration. The final determination for a provisional in the working test period will be determined by the offices of the Administrative Law (OAL) for a new working test period appeal.
7. Provisional employees hired by the Township (nonpermanent) not in their working test period will continue as in the past with the right to proceed to arbitration for major or minor discipline or grievances.

**ARTICLE X**  
**UNION RIGHTS**

- A. A list of new hires will be furnished to the Union within ten (10) days after they have been hired. The list will include name, address, job title, salary and date of hire.
- B. The Employer will provide the Union with an up-to-date seniority list by January 31<sup>st</sup> of each year.
- C. Representatives of the Union may be permitted to transact Union business on the premises with access to a meeting room at all reasonable times, provided that this shall not interfere with or interrupt normal operations of the service. This shall include the following:
  1. The right to distribute information dealing with Union business;
  2. The right to hold Union meetings during lunch hours or break times as well as before and/or after work;
  3. The use of the interoffice and interoffice mail system;
  4. The allocation of reasonable space for the storage and display of literature and resources pertaining to Union business; and
  5. Accessible and prominent space on a floor area for a Union bulletin board. All information will be given to union shop stewards for posting.
- D. The Township Manager shall notify the Union President or designee in writing no later than close of business the following workday when:
  1. A summary Report for Disciplinary Action is submitted;
  2. An annual increment is denied;
  3. A formal corrective action is presented;
  4. A worker is sent home for the day;
  5. An administrative level disciplinary hearing is to be conducted;
  6. When an employee is discharged or suspended;
- E. Employees shall have the right for a Union representative to be present, if the employee so requests, during any meeting at which an employee is being questioned on a matter which may lead to discipline. Further, the employer must notify the employee of this right prior to the meeting.
  1. The opportunity to speak with new workers and ask them to join the Union.



**ARTICLE XI**  
**PERSONNEL FILES**

- A. Each employee may review the contents of his/her file upon request. A Union representative may accompany said employee while he/she reviews his/her file. The employee shall have the right to respond to any document in his/her personnel file within thirty (30) working days of its receipt by the employee. Such response shall be directed to the appropriate party and shall be included in the employee's personnel file.
- B. Employees shall be given a copy of all documents which are to be included in the personnel file. Additionally, employees will be afforded the opportunity to initial documents prior to such placement in the file. Upon request, current employees will be given a copy of their Personnel File without any cost to the employee.
- C. Upon approval of this Agreement, all warnings and reprimands and all corrective actions over twenty-four (24) months old shall be deleted from the employees personnel file provided there are no subsequent reprimands, warnings, corrective and/or disciplinary actions in the file. When a corrective action is removed from the file, all references to the corrective action in other documents in the file will also be deleted.

**ARTICLE XII**  
**HEALTH BENEFITS**

- A. **HEALTH INSURANCE:**
  - 1. The Employer agrees to provide, at no cost to employees, the current Health Benefits Plan. Coverage will begin the first of the month following thirty days (30) of service.
  - 2. It is agreed that the current health plan, New Jersey State Health Benefits Plan, shall remain in effect for all employees in this bargaining unit; however, if the Township elects to change the current health care plan, it must be equal to or better than the plans that are in effect now so that there is no downgrading of benefits for the employees.
- B. **HEALTH CARE RETIREMENT:**
  - 1. Employees who retire from the Township shall have the option to remain in the Township's Health Care Plan. The full annual current rate must be paid for by the employee ten (10) days in advance of it being due.
- C. **DENTAL, OPTICAL, PRESCRIPTION:**
  - 1. It is agreed that the current prescription plan, with a co-pay of \$15 brand, \$10 generic and \$0 mail order, and dental plans shall remain in effect. The Township currently pays 50% (fifty percent) of these two plans.
  - 2. It is agreed that the current optical plan remain in effect.
  - 3. If the Township elects to change the coverage of these three (3) plans, it must be equal to or better than these three (3) plans that are in effect now so that there is no downgrading of benefits for the employees.
  - 4. If the Township can reach agreement with all of the collective bargaining units in regards to Prescription and Dental plan, the Township will switch its insurance to be incorporated under the State Health Benefits Plan.

D. **DISABILITY PLAN:**

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

**ARTICLE XIII**  
**SENIORITY**

- A. Seniority is defined as continuous unbroken service with the Employer.
- B. Seniority will be given strong consideration by the Employer with respect to promotion. If there are two (2) or more employees with substantially equal qualifications and ability to perform the work, the employee with the greatest seniority will be given preference.
- C. In cases where the Employer anticipates making lateral transfers or reassignments from one unit/department to another in a given title, volunteers shall be sought first. In the event there are no volunteers, the vacancy shall be filled by inverse order of seniority.
- D. Seniority shall prevail in the selection of vacation schedules and work schedules.
- E. Layoffs due to a reduction in force shall be according to inverse seniority.

**ARTICLE XIV**  
**JOB POSTING/TRANSFERS/LAYOFF**

- A. The employer shall post on all appropriate bulletin boards advance notice for ten (10) working days any position to be filled. The notice will include basic job duties and salary range of the vacant position. A copy of the job posting will also be forwarded to the Local President.
- B. Names of appointees shall be posted and a copy of said selections forwarded to the Local President.
- C. All vacancies within the agency are to be filled by present employees meeting the qualifications of the job vacated, prior to hiring from other sources insofar as permitted under the rules of the New Jersey Department of Personnel.
- D. **TRANSFERS:**  
Employees may request a transfer to another position or department without prejudice or loss of any seniority rights. Such requests will be considered on their merits and said request shall be processed in accordance with New Jersey Department of Personnel requirements.
- E. **LAYOFF:**  
Should layoffs become necessary, such layoffs are subject to the rules and regulations of the New Jersey Department of Personnel. No permanent employee shall be laid off until all non-permanent employees have been terminated. All permanent employees shall be

given 45 days notice of layoff or demotion in lieu of layoff. Within each affected job class all temporary employees shall be laid off before any permanent employee.

**ARTICLE XV**  
**WORKER'S COMPENSATION SAFETY & HEALTH**

- A. The Employer shall at all times maintain safe and healthful working conditions and provide employees with protective tools and devices reasonably necessary to ensure their safety and health. The proper use of this equipment is mandatory on the part of the employees. Field personnel shall be reimbursed by voucher (proof of purchase receipt necessary) up to \$80.00 for a boot allowance. The boots must be steel-toed boots safety shoes. Effective January 1, 2003, field personnel will wear casual dress of distinctive fashion, to be determined by joint discussion between the employees and management. They will be purchased from the established vendor up to a cost of \$350.00 (three hundred fifty dollars). Each year thereafter, items may be replaced on a fair wear and tear basis up to \$350.00 (three hundred fifty dollars).
- B. The parties agree that they will set up an advisory Health and Safety Committee composed of two (2) members appointed by the Union and two (2) members appointed by management. The Committee will meet at the discretion of its members and will forward any advisory reports in writing to the Township Manager for mutual resolution.
- C. When an employee is injured on duty, he shall notify his immediate supervisor so that a Departmental Report may be prepared. The employee and his immediate supervisor are also required to prepare an accident report. Credit for sick and vacation leave shall continue to accrue to an employee's benefit during a leave of absence without pay for an injury for which the employee is entitled to Worker's Compensation benefits.
- D. Pregnant VDT operators, who are requested to operate a VDT for five (5) hours or more per day, shall be given the opportunity upon request to transfer to non-VDT work during the term of their pregnancy without loss of contractual benefits. Such transfer shall be contingent upon other non-VDT work being available and at the recommendation of the employee's physician.

**ARTICLE XVI**  
**UNION DUES**

- A. The Employer agrees to deduct weekly from the base pay of each employee 1.15%, 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, c/o Treasurer, Communications Workers of America, AFL-CIO, at the address designated by the Union, by the tenth (10<sup>th</sup>) 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.

- B. 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.
1. Dues deductions 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<sup>th</sup> of any given year. Dues shall be halted beginning with the first pay period of each calendar year.
  2. The Township will immediately supply the Union a copy of any request to halt dues.
  3. 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.

## **ARTICLE XVII** **AGENCY SHOP**

A. **PURPOSES OF FEE:**

Beginning thirty (30) days after Agreement on this Contract, all eligible non-member employees in this unit will be required to pay 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.

B. **AMOUNT OF FEES:**

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 of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but, in no event, shall such fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

C. **DEDUCTION AND TRANSMISSION OF FEE:**

After verification by the Employer that an employee must pay the representation fee, the Township of Mt. Laurel 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 of Mt. Laurel shall deduct the representation fee as soon as possible after the tenth (10<sup>th</sup>) day following re-entry 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.

D. 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 representative.

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 of Mt. Laurel. 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 (3) member board established by the Governor.

**ARTICLE XVIII**  
**HOLIDAYS**

A. The following holidays will be observed:

New Year's Day	Martin Luther King's Birthday	President's Day
Good Friday	Memorial Day	Independence Day
Labor Day	Columbus Day	Thanksgiving Day
Day After Thanksgiving	Christmas Eve Day	Christmas Day
Floating Holiday		

B. Whenever any above holiday falls on a Sunday, the following day is observed as the holiday. Whenever such holiday falls on Saturday, it shall be granted on the preceding Friday. Additional holidays as established from time to time by gubernatorial proclamation, by appropriate authority, by rule, proclamation or order in a given locality, shall be granted for employees.

C. If a holiday, as indicated above, occurs while an employee is on leave with pay (excluding educational leave), the day shall be recorded as a holiday instead of sick or vacation leave. Holidays do not accrue during any leave of absence. If an employee is

absent without pay before and after a holiday, he/she shall not be paid for that particular holiday.

**ARTICLE XIX**  
**SICK LEAVE**

A. Definition:

Sick leave for purposes herein is defined to mean absence of any employee from duty because of personal illness which prevents his doing the usual duties of his position, exposure to contagious disease, or a short period of emergency attendance upon a member of his immediate family (as defined) who is critically ill and requires the presence of the employee. Immediate family is defined to include mother and father, mother and father-in-law, brother and sister, spouse, children or foster children, and grandmother and grandfather, including a person living in the household in a spousal relationship, or other relative living in the household of the employee.

B. Sick leave shall be accrued as follows:

1. During the remainder of the calendar year in which an employee is first appointed, that employee will accumulate sick leave on the basis of one (1) day per month of service, or major fraction thereof.
2. Starting with the second calendar year of employment, an employee shall be entitled to fifteen (15) days sick leave each calendar year on a cumulative basis. Sick leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year and will be pro rated when employment is severed.
3. Part-time employees shall receive sick leave on a pro rated basis.
4. Sick leave may be utilized in hourly increments.
5. At the end of each calendar year, employees will receive a record of their sick leave.
6. Upon separation of employment by retirement only, from the Township, the employee shall receive a maximum of 30 (thirty) days of paid sick leave or paid 30% (thirty percent) of all accumulated sick leave whichever is less.

C. Each employee shall have the option to sell back to the Township up to ten (10) unused sick days per year valued at their current daily rate and/or equal to 100% subject to the following:

1. The employee must have at least fifteen (15) sick days remaining available for use as of December 31<sup>st</sup> after the days sold back are subtracted.
2. The sell back request must be submitted in writing to the Employer between December 1<sup>st</sup> and December 15<sup>th</sup>.
3. Only unused sick days from the current year's allotment are eligible to be sold back.
4. The Township shall make payment for sick days sold back no later than the third pay in January.

**ARTICLE XX**  
**VACATION**

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

<u>Years of Employment</u>	<u>Vacation Days</u>
From 0 years and upon Completion of 12 months	1 working day for each month of employment
From 1 year and upon Completion of 7 years	12 working days
From 8 years and upon Completion of 16 years	15 working days
From 17 years or more	20 working days

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

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

Vacation leave may be taken from time to time in minimum units of one half days. At the time of separation from service, an employee shall be entitled to any vacation pay accumulated and not previously used at 100% and will be prorated at the time of separation. At the end of each calendar year, employees will receive a record of their vacation leave.

**ARTICLE XXI**  
**RETIREMENT**

- A. All employees who retire from Mt. Laurel Township shall be paid all accumulated sick time with a maximum of thirty (30) days pay or 30% percent of the accumulated sick leave whichever is less.
- B. To be eligible to retire, the employee must have ten (10) years of service with the Township of Mt. Laurel.
- C. Employees who retire from the Township, shall have the option to remain in the Township's Health Care Plan. The full annual current rate must be paid for by the employee.

**ARTICLE XXII**  
**PREGNANCY DISABILITY/CHILD CARE AND FAMILY LEAVE**

- A. Pregnancy disability leave and child care leave shall be granted in compliance with Department of Personnel regulations.

- B. Leave without pay for permanent employees for this purpose may be granted for a maximum of one (1) year upon written request to the Township of Mt. Laurel. Provisional and temporary employees shall be granted leave for a maximum of sixty (60) days for this purpose. Except for reasons of health and safety or inability to perform her job, the pregnant employee shall be permitted to work provided the attending physician approves and so advises in writing.
- C. During any leave, including pregnancy disability leave, employees shall be required to exhaust all accumulated unused leave days prior to the leave becoming unpaid leave as set forth in the FFMLA/NJFLA. This includes, where applicable, sick days, vacation and personal days.
- D. The appointing authority may grant to permanent employee fathers of newborn children and newly adoptive parents a leave of absence without pay not to exceed one (1) year any one time. Such requests shall also be made in writing to the Township of Mt. Laurel. Such leave is subject to the same terms and conditions applicable to all other personal leaves without pay.
- E. The Employer agrees to be bound by all provisions of the Family Leave Act, Chapter 261, Laws of New Jersey, approved January 4, 1990 and those provided under the Federal Family Leave Act that are applicable.

**ARTICLE XXIII**  
**BEREAVEMENT LEAVE**

- A. Bereavement leave, without loss of regular pay, shall be granted to all members covered by the terms of this Agreement for a death in the family for five (5) working days for death of an immediate family member and two (2) working days for death in the family
- B. For the purpose of this Article, death in the immediate family is defined as spouse or person living in a spousal relationship, parent, sibling, child, step child or step parent.  
  
Death in the family is defined as the death of a grandparent, all in laws, aunt, uncle, niece, nephew or grandchildren.
- C. If an employee needs to take additional time off other than what is allotted for in Paragraphs A and/or B of this article, they shall be able to utilize available vacation, personal or sick days.

**ARTICLE XXIV**  
**PERSONAL LEAVE**

Each employee covered by this Agreement shall receive one (1) personal day with pay after two (2) years of service, an additional personal day with pay after five (5) years of service and another additional day with pay after ten (10) years of service (A total of three (3) days off with pay). Personal days may not be accumulated. Personal days shall be based on the anniversary date of hire and not the calendar year. One (1) floating personal leave day will be added to all employee's leave schedule after they have completed one year of service with the Township.



**ARTICLE XXV**  
**UNION LEAVE**

- A. Designated agents of the Representative shall be allowed reasonable time off from their normal employment duties, without loss of pay, to engage in Representative activity provided that such activity shall not substantially interfere with or interrupt the normal operations of the Employer. It is understood that all Representative activity, of whatever kind or nature, shall take place only within the parameters of prearranged schedules, and at the locations listed therein, mutually agreed to by the Representative and the Employer.
- B. The Union shall be granted an aggregate of twenty-two (22) paid and twenty-two (22) unpaid days leave time per annum to attend to Union business. Use of such days shall be at the sole discretion of the Union provided the Union gives two (2) days written notice. If less than two (2) days written notice is given, the leave time may be denied. Such denial shall not be arbitrarily or capriciously applied.

**ARTICLE XXVI**  
**OTHER LEAVES OF ABSENCE**

- A. **JURY DUTY/WITNESS DEMAND-SUBPOENA:**  
Should an employee be obligated to serve as a juror, he/she shall receive full pay from the Employer for all time spent on jury duty.

Any remuneration received by the employee from the court for such service will not be deducted from the wages received for the corresponding workdays.

- B. **LEAVE WITHOUT PAY:**
1. Upon request, an employee may be granted an unpaid leave of absence for a period not to exceed one (1) year at any one time. Such leave may not be unreasonably denied.
  2. Any employee taking an unpaid leave of absence shall have the option to continue his/her health benefit coverage under Cobra.

- C. **OTHER LEAVES:**  
All other proper and authorized leaves as provided in the Rules of the Department of Personnel shall be recognized and instituted as part of this Agreement.

- D. **MILITARY LEAVE:**  
Any employee who is a member of the National Guard or a reserve component of any United States Armed Forces will be granted a Military leave of absence with pay in order to fulfill their annual training obligation. Such leave of absence will be in addition to your vacation.

When an employee, not on probation, has been called to active duty (other than annual training), or induction into the Military or Naval Forces of the United States, he will automatically be granted an indefinite leave of absence without pay for the duration of such active Military service.

**ARTICLE XXVII**  
**CONTINUING EDUCATION**

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

**ARTICLE XXVIII**  
**PROFESSIONAL ASSOCIATIONS**

Employees will be entitled to joining Professional Associations and organizations and be reimbursed for the dues provided they are related directly to the employee's position, they are identified in the Department's operating request and they are approved by the Supervisor in advance of becoming a member. Employees may also attend conventions and meetings related to the organizations if they satisfy the same criteria. However, the Township will not pay for an employee to stay overnight at conferences except in extreme circumstances and with the prior approval of the Township Manager.

When traveling to conferences, employees should attempt to utilize Township vehicles. In instances where this is not possible, the Township will reimburse for mileage at the IRS rate plus all related tolls.

**ARTICLE XXIX**  
**LIABILITY INSURANCE/LIFE INSURANCE**

A. During the term of this Agreement, the Township of Mt. Laurel shall continue the existing liability insurance coverage for employees covered by this Agreement during the performance of their duties.

B. **LIABILITY CLAIMS INDEMNIFICATION:**

Employees covered by this Agreement shall be entitled to defense and indemnification as provided in N.J.S.A. 59:10-1 et seq and N.J.S.A. 59:10A.1 et seq except that the duty and authority of the Attorney General described in said statutes shall be exercised by the Employer's designated counsel.

It is understood that the Employer's insurance coverage will not only pay damages or claims, but will also defend that person in court if any employee acts negligently within the scope of employment.

C. **LIFE INSURANCE COVERAGE:**

Life insurance coverage is provided to each Township employee in an amount equal to his/her salary, up to a maximum of \$50,000.00.

**ARTICLE XXX**  
**EQUAL TREATMENT**

The employer agrees that there will be no discrimination or favoritism practiced upon or shown employees for any reasons 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. The Township and the Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled. It is agreed that verbal and/or physical harassment of an employee is inappropriate. For the purposes of this Agreement, "he" shall be a generic term referring to any employee regardless of their sex. Said usage is not intended to be discriminatory or sexually based.

**ARTICLE XXXI**  
**CONTRACT RE-OPENER**

The Township and Union agree to re-open the contract for the purpose of negotiating the terms and conditions of employment for all employees affected by any changes in Civil Service Rules and Regulations or the departure of the Township in the Civil Service System.

**ARTICLE XXXII**  
**EFFECTIVE DATES OF AGREEMENT**

A. **DURATION AND EFFECT:**

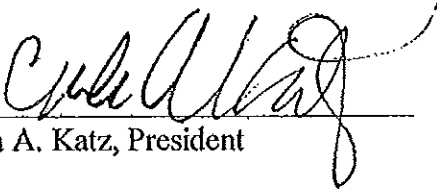
This Agreement shall be effective as of the date of signing herein by all of the parties hereto and shall remain in full force and effect through December 31, 2008. It is agreed to and understood by and between the parties hereto, that, unless specifically referred to as being retroactive, all terms and provisions of this Agreement are retroactive to January 1, 2005, and shall assume full force and effect beginning on that date as of the signing of this Agreement and continuing thereon to expiration of this Agreement.

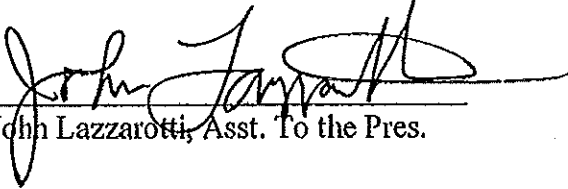
B. **RENEWAL:**


This Agreement shall automatically renew itself on January 1, 2009, and continue from that point, on a year to year basis, unless one or more of the parties hereto shall notify the other parties hereto in writing, at least ninety (90) calendar days prior to the scheduled expiration date of this Agreement. In the event that such notice is given, negotiations for a new Agreement shall begin no later than sixty (60) days prior to the scheduled expiration date of this Agreement.

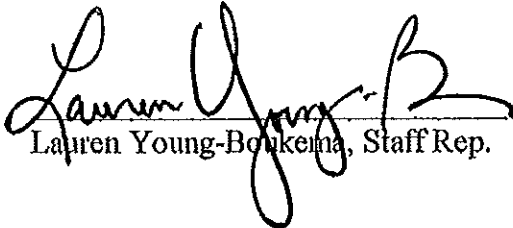
**ARTICLE XXXIII  
SIGNATURE SHEET**

FOR THE UNION

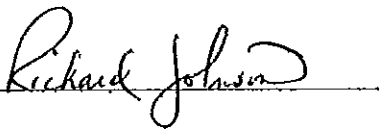
  
Carla A. Katz, President

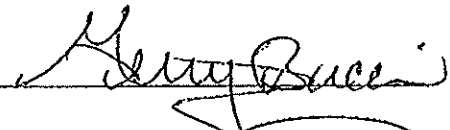
  
John Lazzarotti, Asst. To the Pres.

  
Ruth Barrett, National Representative

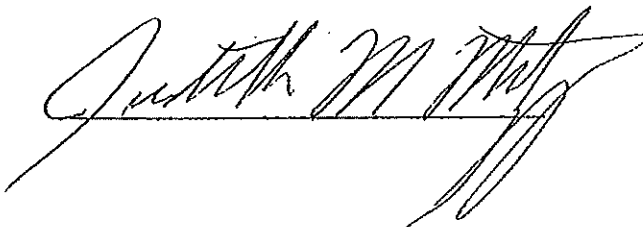
  
Lauren Young-Boukema, Staff Rep.

BARGAINING TEAM

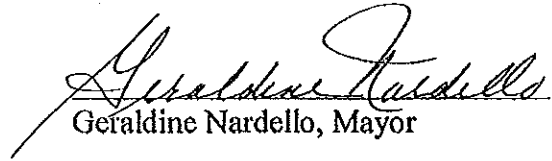
  
Richard Johnson

  
Gerry Bucci

  
Wanda Taylor

  
Judith M. Metz

FOR THE TOWNSHIP

  
Geraldine Nardello, Mayor

ATTEST:

  
George Morris, Deputy Manager

**ATTACHMENT I**  
**NAMES/TITLES/EMPLOYEE SALARIES**

Clerk Title

Last Name	Date of Hire	Current Weekly	Current Salary	2005		2006		2007		2008	
				Salary	4%	Salary	4%	Salary	4%	Salary	4%
Hogan	9/16/1986	\$ 644.98	\$ 33,538.96	\$ 36,438.96	\$ 38,231.82	\$ 40,087.44	\$ 42,008.00				
Jennings	9/17/1990	\$ 481.11	\$ 25,017.72	\$ 27,917.72	\$ 29,412.34	\$ 30,959.27	\$ 32,560.35				
Dever	12/16/1996	\$ 390.49	\$ 20,305.48	\$ 23,205.48	\$ 24,535.17	\$ 25,911.40	\$ 27,335.80				
Peneno	6/28/1999	\$ 364.00	\$ 18,928.00	\$ 21,828.00	\$ 23,109.48	\$ 24,435.81	\$ 25,808.57				
Fishburn	1/10/2000	\$ 364.00	\$ 18,928.00	\$ 21,828.00	\$ 23,109.48	\$ 24,435.81	\$ 25,808.57				
DiSalvo	9/5/2000	\$ 364.00	\$ 18,928.00	\$ 21,828.00	\$ 23,109.48	\$ 24,435.81	\$ 25,808.57				
Taylor	9/10/2001	\$ 364.00	\$ 18,928.00	\$ 21,828.00	\$ 23,109.48	\$ 24,435.81	\$ 25,808.57				
Pickup	4/14/2003	\$ 341.95	\$ 17,781.40	\$ 20,681.40	\$ 21,922.75	\$ 23,207.55	\$ 24,537.31				
Metzger	9/29/2003	\$ 341.95	\$ 17,781.40	\$ 20,681.40	\$ 21,922.75	\$ 23,207.55	\$ 24,537.31				
Plowman	12/8/2003	\$ 341.95	\$ 17,781.40	\$ 20,681.40	\$ 21,922.75	\$ 23,207.55	\$ 24,537.31				
McNulty	8/9/2004	\$ 328.84	\$ 17,099.68	\$ 20,000.00	\$ 21,217.50	\$ 22,477.61	\$ 23,781.83				
Nacucchio	1/24/2005	\$ 328.84	\$ 17,099.68	\$ 20,000.00	\$ 21,217.50	\$ 22,477.61	\$ 23,781.83				
Lamb	1/24/2005	\$ 328.84	\$ 17,099.68	\$ 20,000.00	\$ 21,217.50	\$ 22,477.61	\$ 23,781.83				
Brennan	2/14/2005	\$ 328.84	\$ 17,099.68	\$ 20,000.00	\$ 21,217.50	\$ 22,477.61	\$ 23,781.83				
Hoffman	2/28/2005	\$ 328.84	\$ 17,099.68	\$ 20,000.00	\$ 21,217.50	\$ 22,477.61	\$ 23,781.83				
Gunderman	3/28/2005	\$ 328.84	\$ 17,099.68	\$ 20,000.00	\$ 21,217.50	\$ 22,477.61	\$ 23,781.83				
Prettyman	4/18/2005	\$ 328.84	\$ 17,099.68	\$ 20,000.00	\$ 21,217.50	\$ 22,477.61	\$ 23,781.83				
Fowler	6/2/2005	\$ 328.84	\$ 17,099.68	\$ 20,000.00	\$ 21,217.50	\$ 22,477.61	\$ 23,781.83				

Non Clerk Titles

Last Name	Date of Hire	Current Weekly	Current Salary	2005		2006		2007		2008	
				Salary	4%	Salary	4%	Salary	4%	Salary	4%
Bucci	3/29/1988	\$ 730.87	\$ 38,005.24	\$ 39,525.45	\$ 41,106.47	\$ 42,750.73	\$ 44,460.76				
Johnson	10/6/1997	\$ 966.49	\$ 50,257.48	\$ 52,267.78	\$ 54,358.49	\$ 56,532.83	\$ 58,794.14				
Dawson	3/16/1998	\$ 1,060.88	\$ 55,165.76	\$ 57,372.39	\$ 59,667.29	\$ 62,053.98	\$ 64,536.14				
Boral	8/16/1999	\$ 926.97	\$ 48,202.44	\$ 50,130.54	\$ 52,135.76	\$ 54,221.19	\$ 56,390.04				
Piccioni	9/9/2002	\$ 1,018.64	\$ 52,969.28	\$ 55,088.05	\$ 57,291.57	\$ 59,583.24	\$ 61,966.57				
Manzi	8/2/2004	\$ 576.91	\$ 29,999.32	\$ 31,199.29	\$ 32,447.26	\$ 33,745.16	\$ 35,094.96				

6/24/2005

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the Township of Mount Laurel (hereinafter referred to as the "Township") and the Communications Workers of America (hereinafter referred to as the "Union"), representatives for clerical employees.

It is hereby agreed and understood that Article XII "Health Benefits" Article A "Health Insurance" shall be modified effective January 1, 2007 to:

Employees who elect to participate in NJ Plus, Oxford HMO and Health Net HMO for their health benefits coverage shall have an emergency room co-pay of \$25.

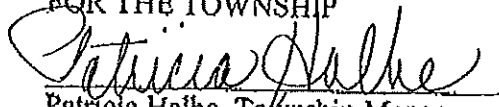
Employees who elect to participate in Aetna HMO, Cigna Healthcare HMO and AmeriHealth HMO for their health benefits coverage shall have an emergency room co-pay of \$35. Effective January 1, 2007 the co-pays for a doctor visit and a visit to a specialist will increase to \$10. It is agreed these co-pays will only be changed through the collective bargaining process.

It is further agreed and understood that Article XII "Health Benefits" Article C "Dental, Optical, Prescription" shall be modified effective January 1, 2007 to:

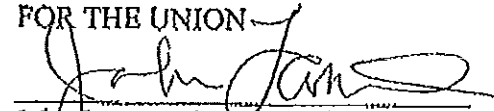
It is agreed that the current prescription plan, with a co-pay of \$5 brand, \$1 generic and \$0 mail order, and dental plans, through the New Jersey State Health Benefit Plan (N.J.S.H.B.P.), shall remain in effect. The Township currently pays 50% (fifty percent) of these two plans. Effective January 1, 2007 the prescription plan co-pay amounts will increase to \$10 brand, \$3 generic, \$15 brand mail order and \$5 generic mail order. It is agreed these co-pays will only be changed through the collective bargaining process.

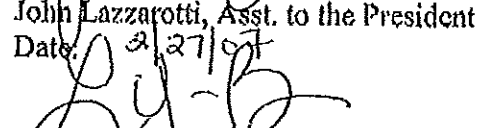
This agreement shall represent the complete understanding of both parties and the terms and conditions of this agreement shall become effective upon the signing of this agreement by both parties.

FOR THE TOWNSHIP

  
 Patricia Halbe, Township Manager  
 Date: 2/26/07

FOR THE UNION

  
 John Lazzarotti, Asst. to the President  
 Date: 2/27/07

  
 Lauren Young-Boukema, Sr. Staff Rep.  
 Date: 2/27/07