

Contract

AGREEMENT

BETWEEN

COMMERCIAL TOWNSHIP

And

AFSCME DISTRICT
COUNCIL 63
LOCAL 3779E

We Make America Happen

JANUARY 1, 2025
THROUGH
DECEMBER 31, 2028

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PREAMBLE

This contract is made between the Township of Commercial (hereinafter referred to as the "Employer") and AFSCME NJ, Council 63 American Federation of State County and Municipal Employees, AFL-CIO Majority Representative, and its affiliated Local 3779E, (hereinafter referred to as the "Union") covering employees in the designated unit, has as its intent and purpose the promotion of harmonious employee relations between the employer and employees represented by the Union, the establishment of equitable and peaceful procedures for the amicable resolutions of all disputes and grievances and determination of wages, hours of work and other terms and conditions of employment. The effective date of this agreement shall be **JANUARY 1, 2025 to DECEMBER 31, 2028.**

As the Employer recognizes the Union; it is the responsibility of the Employer to forward all new hire, disciplines/grievances, promotions, etc. To AFSCME NJ, Council 63 as the Majority Representative to 1373 Chews Landing Road, Laurel Springs, New Jersey 08021 or Fax (856) 512-2193, and the Local 3779E. This will occur simultaneously as the employee is served.

American Federation for State County and Municipal Employees, AFSCME NJ, Council 63 reserves the right to begin negotiations a year prior to the expiration date of the current contract.

ARTICLES I RECOGNITION

The Township recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications listed in Schedule "A" which is part of this agreement or any newly created positions within the parameters of the Union's Certification.

ARTICLE II CHECK OFF

A. The Township agrees to deduct from the salaries of its employees, who sign the

C. If during the life of this agreement, there shall be any change in the rate of membership dues, the Union shall furnish the Township with written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township an official notification on letter head of the Union and signed by the President of the Union advising of such changed deduction.

D. The Union will provide the necessary "check-off" authorization from the Union and will secure the signatures of its members on the forms and deliver the signed forms to the Township treasure.

ARTICLE III AGENCY SHOP

Commercial Township will follow S-2137/A-3686 NJ Workplace Democracy Enhancement Act.

ARTICLE IV VACATIONS

A. Annual vacations shall be granted as follows:

After sixth month	1 working day per month until 1 st of January
After 1 year	13 working days
After 5 years	16 working days
After 10 years	18 working days
After 15 years	20 working days
After 18 years	21 working days
After 21 years	22 working days
After 25 years	25 working days

B. An employee shall be entitled to full vacation as of January 1 of the calendar year following the date of hire and for all subsequent calendar years. It is understood that a new employee shall not earn vacation time for the first six (6) months of employment.

entitled to holiday pay. If a day's work is missed, then the three (3) consecutive month period would begin again. The committee person who is the department head could excuse the missed day so that the three-month period would not have to restart.

ARTICLE VI SICK LEAVE

A. Sick leave for purposes herein, is defined to mean an absence of an employee from duty because of personal illness, which prevents the employee from performing his/her usual duties of the position. Exposure to contagious disease or a short period of emergency attendance upon a member employee's immediate family (as defined under FMLA) who is critically ill and requires the presence of the employee.

B. Immediate family is defined to include children and foster children, mother and father, mother and father-in-law, brother and sister, spouse or domestic partner and any dependents of the employee. The individual claimed as a dependent, must share the township employee's same permanent address.

C. Employees in the Township; service shall be entitled to the following sick leave with pay:

1. One (1) working day sick leave with pay for each month of service from date of permanent appointment, up to and including the anniversary of such appointment and fifteen (15) days sick leave with pay annually thereafter.

2. If any employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his/her credit from year to year and they shall be entitled to such accumulated sick leave with pay, when needed.

D. If any employee is absent for three (3) consecutive working days for reasons set forth in the above rule, the Township Committee or their designees, may require acceptable medical evidence. When an illness is of a chronic or recurring nature causing occasional absences of one day or less, a doctor's note shall be required for every 6-month period.

ARTICLE VIII BEREAVEMENT LEAVE

In the event of death of the employee's spouse, domestic partner, child, parent, brother, sister, grandparents, legal guardian or guardians, mother-in-law, father-in-law, relatives or dependent residing in the household of the employee, permanent employees shall be granted time off without loss of pay from the day of death or the day of funeral, but in no event shall said leave exceeds four (4) working days.

ARTICLE IX LEAVE WITHOUT PAY

The Township may grant the privilege of a leave of absence without pay upon approval of Township and Committee to a permanent employee for a period not to exceed six (6) months at one time. Such leaves of absence may be renewed for an additional period not to exceed six (6) months by formal action of the department head with approval of the Township Committee. No further renewal may be granted. All leaves of absence shall be granted in writing or shall be official or bidding.

ARTICLE X TEMPORARY DISABILITY LEAVE

- A. Any full-time employee with at least six months seniority may request a temporary disability leave without pay.
- B. Such leave will be granted for a period of up to six months based on a certification by a licensed physician.
- C. Any employee receiving temporary disability leave for up to six months will continue to receive paid medical benefits while on leave.
- D. During any temporary disability leave of up to six months, the employee's pension account will be frozen and anniversary date will remain unchanged in computation of all compensation and benefits.
- E. An employee who is on temporary disability leave may be assigned to duties in a different position or department if the employee's physical stated there are no medical reasons

components of the military or navel service of the United States and is required to perform active duty for training periods shall be granted a leave of absence with pay for the period of such training, not to exceed ninety (90) days. The amount of such paid leave, unless the employee elects to use their annual vacation leave, shall be the difference between the employee's salary for the leave period and the amount of money received from the State or Federal Government for such service. Any additional time will be granted at the discretion of the Township and Committee.

B. Employees must be present official certification to their department head immediately upon receipt of call of duty.

ARTICLE XIV INSURANCE

A. All permanent full-time employees of the township and members of their immediate family shall receive the benefit of participation in the New Jersey State Health Benefits Program. Effective January 1, 2014 all employees shall be required to contribute in accordance with the premium sharing rates enumerated in P.L. 2011 Chapter 78 towards the cost of such coverage. These payments shall be made on a pretax basis pursuant to an IRS section 125 salary reduction premium only in accordance with the Township's regular payroll practices.

B. The Township will supply a prescription drug plan with a co-pay of not more than ten (\$10.00) dollars per prescription.

C. All permanent full-time employees of the Township and members of their immediate family shall receive the benefit of participating in the New Jersey State dental Program (Dental Expense Plan # 399).

D. Upon retirement, employees and their families shall continue to receive health insurance in accordance with state law and at no cost to the employee for the monthly premium. Effective the signing of this contract, any new hire, upon retirement with the Township, shall continue the hospitalization and life insurance program for retiring employees with twenty-five

(35) hour work week in the management and clerical personnel, shall be considered overtime and shall be compensated at one and one half (1-1/2) the employee's regular rate of pay shall be paid for work under any of the following conditions.

- 1) All work performed in excess of forty (40) hours in work week for the Public Works.

- 2) All work performed in excess of thirty-five (35) hours in a work week for the management and clerical personnel.

- 3) All work performed on Saturday.

D. Double time the employee's regular rate of pay shall be paid for all work performed under any of the following conditions.

- 1) All work performed on Sunday

- 2) For holidays, in addition to the holiday pay.

E. All overtime will be paid in accordance with the salary agreed upon for the current year of the contract.

F. Time paid (whether or not worked but not including overtime) will be considered as time worked for the purpose of computing overtime pay in accordance with this article.

G. Overtime shall be distributed as equally as possible among employees within the same classification. Except in the case of an emergency, there shall be a rotating list of seniority utilized. Commercial Township will start at the top of the list of qualified persons and will call down the list until an employee is found who will work the overtime. For the next overtime assignment, the Township will begin calling from the list with the person immediately below the person who last worked the overtime. The Public Works Supervisor will be responsible for this list in order.

ARTICLE XVII CALL IN TIME

A. Any employee in Public Works having completed his schedule workday and is

D. Effective January 1, 2028, all such employees shall have their then current salary adjusted pursuant to the Compensation Schedule set forth in the Schedule "A" said adjustment being a three (3) per cent increase to the Compensation Schedule in effect immediately prior to January 1, 2028

E. An employee of Commercial Township may temporarily receive a rate of compensation which is higher than the base salary for his/her regular position for temporarily being assigned additional higher-level responsibilities. The higher-service compensation under this policy is temporary and does not change the subject employee's base pay for his/her current regular position. Eligibility for a stipend is not warranted for the coverage of normal, earned paid time off such as with vacation, personal time or for less than (2) two weeks of sick leave. The employee should submit, a Stipend Request Memorandum that should detail the situation, to include, position being covered, length of time expected coverage will be needed of said higher-level responsibilities.

Any new employee hired during the term of this agreement, shall be governed by such established pay scales except that during the first two (2) years of such employment, a new employee shall be paid at a phase in rate of eighty (80%) percent, eighty-five (85%), Ninety (90%), Ninety-five (95%) percent of the applicable pay scale following each six (6) month period of service. At the beginning of the third (3) year of employment, all new employees shall be paid at the full rate established. This phase in of new rate shall apply only to individuals who only meet the minimum requirements for the position.

ARTICLE XIX LONGEVITY

A. Employees shall receive longevity pay in accordance with their years of service from the effective date of their permanent appointment, to be computed as follows:

2% of base pay max. \$400.00 after 5 years of service.

STEP ONE: The aggrieved or the Union shall institute action under the provision hereof within thirty (30) working days after the event giving rise to that the grievance has occurred or knowledge thereof, and an earnest effort shall be made to settle the differences between the aggrieved employee and the department head for the purpose of resolving the matter informally. Failure to act within said thirty (30) working days shall be deemed to constitute an abandonment of the grievance.

STEP TWO: If no agreement can be reached orally within five (5) working days of the initial discussion with the department head, the employee or the Union may present the grievance in writing within twenty (20) working days thereafter to the department director. The department director will answer the grievances in writing within five (5) working days of receipt of the written grievances.

STEP THREE: If the employee or the Union wishes to appeal the decision of the department director, such appeal shall be presented in writing, to the Township Committee, within twenty (20) working days, thereafter. The Township Committee shall review the matter and make a determination in writing within ten (10) working days from receipt of grievance.

STEP FOUR: If the grievance is not settled through the intervening steps, either party shall have the right to submit the dispute to arbitration. The dispute shall be submitted to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The cost for the services or the arbitrator shall be borne equally by the Township and the Union. No employee shall be denied compensation for appearances as a witness in accordance with the article. Any other expense, including but not limited to the presentation of non-township employees witness, shall be paid by the parties incurring same. The decision of the arbitrator shall be final and binding.

D. Upon prior notice to and authorization of the department head, the

work hours and there shall be no compensation for meetings other than during regular working hours.

ARTICLE XXII EQUAL TREATMENT

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

ARTICLE XXIII PROBATIONARY PERIOD

All newly hired employees will be on probation for the first ninety (90) days of employment.

ARTICLE XXIV GENERAL PROVISIONS

A. The Union shall have the use of the employee bulletin board for the posting of notices relating to meetings and official business of the Union.

B. It is agreed that representatives of the employer and the Union will meet from time to time upon request of either party to discuss items of general interest or concern which are not necessarily a grievance as such. Such meetings shall be initiated in written request of either party and a precise agenda shall be established.

C. The Township shall be responsible for copying this agreement within twenty (20) days of its having been signed by the parties.

D. All Union members must go through the Union for any additional increases in pay. Employees have the option to participate in any credit union that is already established for public employees.

E. All employees have the option to participate in direct deposit.

F. All employees have the option to participate in the Valic Tax Shelter.

G. When a holiday falls on a Friday and due to the holiday, checks are distributed on a Thursday, all checks shall be dated for that Thursday.

In witness of whereof, the parties hereto have hereunto set their hands and seals at the Township of Commercial, New Jersey, this 19 day of December 2024

TOWNSHIP OF COMMERCIAL

ATTEST:

Weather Miller
Township Clerk

[Signature]
Mayor

**THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES AFL-CIO DISTRICT COUNCIL 63,**

ATTEST:

Executive Director or Designee

Chapter Chairperson

[Signature] 1/27/25
Staff Representative

SCHEDULE COMPENSATION SCHEDULE

Title	2025	2026	2027	2028
Tax Collector	59,573.82 - 70,045.06	61,361.03 - 72,146.41	63,201.86 - 74,310.80	65,097.92 - 76,540.12
Tax Assessor	36,990.14 - 43,519.94	38,099.84 - 44,825.54	39,242.84 - 46,170.31	40,420.13 - 47,555.42
Part-Time Tax Assessor	21,522.77 - 25,320.90	22,168.45 - 26,080.53	22,833.50 - 26,862.95	23,518.51 - 27,668.84
Deputy Tax Collector	22.04 - 25.92	22.70 - 26.70	23.38 - 27.50	24.08 - 28.33
Court Administrator	62,195.14 - 73,170.23	64,060.99 - 75,365.34	65,982.82 - 77,626.30	67,962.30 - 79,955.09
Deputy Court Administrator	18.20 - 21.41	18.75 - 22.05	19.31 - 22.71	19.89 - 23.39
Violations Clerk	14.38 - 17.57	14.81 - 18.10	15.25 - 18.64	15.71 - 19.20
Secretarial/Receptionist	42,526.36 - 50,041.32	43,802.15 - 51,542.56	45,116.21 - 53,088.84	46,469.70 - 54,681.51
PT Secretarial/Receptionist	22.52 - 23.40	23.40 - 24.10	24.10 - 24.82	24.82 - 25.51
Activities Coordinator	20,190.25 - 24,790.28	20,795.96 - 25,533.99	21,419.84 - 26,300.01	22,062.44 - 27,089.01
PT Construction Official	23,637.88 - 25,320.90	24,347.02 - 26,080.53	25,077.43 - 26,862.95	25,829.75 - 27,668.84
Zoning Officer, Housing Officer, Rental Inspection Official, Code Enforcement	47,889.42 - 57,409.04	49,326.10 - 59,131.31	50,805.88 - 60,905.25	52,330.06 - 62,732.41
Rental Maintenance	23,708.16 - 27,890.79	24,419.40 - 28,727.51	25,151.98 - 29,589.34	25,906.54 - 30,477.02
Secretary to Construction Official	44,776.06 - 52,679.89	46,19.34 - 54,260.29	47,502.92 - 55,888.10	48,928.01 - 57,564.74
Fire Sub Code Official	4,539.64 - 5,389.04	4,675.83 - 5,550.71	4,816.10 - 5,717.23	4,960.58 - 5,888.75
Plumbing Sub Code Official	8,466.29 - 9,961.52	8,720.28 - 10,260.37	8,981.89 - 10,568.18	9,251.35 - 10,885.23
Electrical Sub Code Official	7,395.40 - 14,881.64	7,617.26 - 15,328.09	7,845.78 - 15,787.93	8,081.15 - 16,261.57
Deputy Clerk/ Attendance Clerk	44,776.06 - 52,679.89	46,119.34 - 54,260.29	47,502.92 - 55,888.10	48,928.01 - 57,564.74
Full-Time Temporary Secretary	18.20 - 21.41	18.75 - 22.05	19.31 - 22.71	19.89 - 23.39
Public Works Supervisor/Building Maintenance	68,679.52 - 89,241.92	70,739.91 - 91,919.18	72,862.11 - 94,676.76	75,047.97 - 97,517.06
Laborer A/Equipment Operator/Public Works Foreman	65,507.21 - 77,069.96	67,472.43 - 79,382.06	69,496.60 - 81,763.52	71,581.50 - 84,216.43
Laborer A/Equipment Operator	62,427.50 - 73,444.70	64,300.33 - 75,648.04	66,229.34 - 77,917.48	68,216.22 - 80,255.00
Laborer A/Equipment Operator Mechanic	62,427.50 - 73,444.70	64,300.33 - 75,648.04	66,229.34 - 77,917.48	68,216.22 - 80,255.00
Laborer B/Truck Driver	21.16 - 24.85	21.79 - 25.60	22.44 - 26.37	23.11 - 27.16
Laborer C/Temporary/ Miscellaneous	19.09 - 22.42	19.66 - 23.09	20.25 - 23.78	20.86 - 24.49

The Schedule above is with a 4% increase for the 1st year and 3% for each following three (3) years

RESOLUTION 2024-125

Resolution Approving Commercial Township Employees Union Contract for 2025, 2026, 2027, and 2027

BE IT RESOLVED by the Township of Committee of the Township of Commercial after several negotiation meetings, a unified agreement has been reached between the Commercial Township Governing Body and Commercial Township Municipal Employees in the adoption of the Union Contract for years 2025, 2026, 2027, 2027 to be effective January 1, 2025.

BE IT FURTHER RESOLVED that the Commercial Township Municipal Employees are members of the American Federation of State, County and Municipal Employees New Jersey District Council 63, AFL-CIO, Local 3779E.

Moved By: Vizzard

Seconded By: Klaudi

	In Favor	Against	Abstain	Absent
Sutton, R	X			
Klaudi, J	X			
Vizzard, M	X			

CERTIFICATION

I, Heather Miller, Clerk of the Township of Commercial hereby certify that the forgoing is a true and accurate copy of a resolution adopted by the committee at their regular meeting held December 19, 2024, at 6:00 pm at the Township Hall, 1768 Main St. Port Norris, NJ.



Heather Miller, Township Clerk

