



XX AMENDMENT TO AGREEMENT

Between

TOWNSHIP OF PEMBERTON, Township of
COUNTY OF (BURLINGTON,) NEW JERSEY

and

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

X 1979-1980

Copies: Administrator
Finance

PREAMBLE

This Agreement entered into this 15th day of February, 1980 by and between the Township of Pemberton in the County of Burlington, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township", and the Pemberton Township Employees Union, Local 2783, affiliated with District Council 71, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called the "Union" represents the amendments to the existing agreement between the parties and the complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE V

HOURS AND OVERTIME

Section 1. There is hereby added to Article V the following;

E. Meals during Emergency Overtime.

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

ARTICLE VII

LEAVES OF ABSENCE

A. Injury in the line of duty.

1. If an employee in the line of duty is incapacitated and unable to work because of an injury, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties, as certified by a medical doctor until such time as payments commence under Workman's Compensation. The Township shall pay the difference between the employee's regular rate of pay and that paid under Workman's Compensation until such time as a medical doctor certifies that the employee is physically able to perform his duties.

B. Personal leave.

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

Leave of Absence.

The Township shall provide all employees covered under the terms of this Agreement with three (3) days leave of absence and two (2) days travel time if needed, with pay in the event of death in their immediate family. Immediate family is defined as husband, wife, father, mother, father-in-law, mother-in-law, brother, sister, child and ward. Failure to use the leave of absence shall not cause the Township to make any payment for such time not utilized. Leaves of absence shall not be accumulative.

D. Union Leave.

The Township shall during the period of this Agreement provide for time off with full pay for Union business under the following conditions:

1979 and 1980 up to a total of five (5) working days, for such persons as may be specifically designated by the President of the Union.

ARTICLE IX

UNIFORM ALLOWANCE

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

B. The Township shall pay to all employees covered by this Agreement, an annual allowance for cleaning of \$75.00 for 1979 and \$100.00 for 1980 prorated to month of service to be paid on or before December 15th of each year. Specifically excluded from said allowance are police dispatchers who shall receive the same allowance as uniformed police officers.

ARTICLE XIX

SALARY

Section 1.

The salary base as heretofore set by contract shall be increased for the year 1979 by six (6%) per cent of that base. For the year 1980 the increase shall be three (3%) per cent plus two thirds (2/3) of cost of living increase as based on the Philadelphia Index for the year ~~1980~~ ¹⁹⁷⁹ *CAP* _{JH.}

LONGEVITY

Section 2.

All full-time employees who have completed the following number of years of continuous full-time employment with the Township of Pemberton will be entitled to the specified percentage above his regular hourly rate. Said payment shall commence with the next pay period following the date of completion of said service.

Changes from present schedule should read:

"5th year through 9th year - 1% per year

10th year through 14th year - 1.5% per year

15th year and over - 2.5% per year"

All longevity grievances if any are to be dropped and no other grievances relating thereto shall be filed.

We, the authorized representatives of Pemberton Township Employees Union Local 2783 and District Council 71, American Federation of State, County and Municipal Employees AFL-CIO do hereby ratify this amendment to the employment contract.

Grace Hosey, President

James E. Pittman

It is hereby certified on behalf of the Township of Pemberton, County of Burlington, and State of New Jersey that the agreement herein contained is an amendment to the employment contract.

William S. Lang
WILLIAM S. LANG, MAYOR

Attest Marie J. Thomas
MARIE THOMAS, CLERK

AGREEMENT

*File
Contracts*

between

PEMBERTON TOWNSHIP EMPLOYEES UNION
LOCAL 2783 and DISTRICT COUNCIL 71,
~~AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO~~
525 COOPER STREET
CAMDEN, N.J. 08102

and

TOWNSHIP OF PEMBERTON
COUNTY OF BURLINGTON
P.O. BOX 175
NEW LISBON, N.J. 08064

JANUARY 1, 1979 through DECEMBER 31, 1980

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PREAMBLE

This Agreement entered into this day of
1979, by and between the Township of Pemberton, in the County
of Burlington, a Municipal Corporation of the State of New
Jersey, hereinafter called the "Township", and the Pemberton
Township Employees Union, Local 2783, affiliated with District
Council 71, American Federation of State, County and Municipal
Employees, AFL-CIO, hereinafter called the "Union" represents
the complete and final understanding on all bargainable issues
between the Township and the Union.

ARTICLE I

RECOGNITION

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

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

ARTICLE II

MANAGEMENT RIGHTS

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

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

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

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

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE III

DEDUCTIONS FROM SALARY

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

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice prior to the effective date of such change and shall furnish its new authorization to the Township therefor.

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

ARTICLE IV

NO-STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, for stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

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

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

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

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

ARTICLE V

HOURS AND OVERTIME

- A. The normal working week shall consist of the present total of an average forty (40) hours per week.
- B. Overtime shall be paid at the rate of time and one-half the hourly rate over forty (40) hours a week, inclusive of all leave time provided it is not abused. All overtime shall be computed in thirty (30) minute intervals after the initial thirty minutes.
- C. Overtime shall be distributed as equally as practicable, given the individual's ability to perform the required duties.
- D. Any employee required to work on a holiday shall receive time and one-half the hours worked in addition to the holiday pay.
- E. Letter reopener contingent upon arbitration.

ARTICLE VI

VACATIONS

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

From date of hire through the third year of service:

Twelve (12) vacation days per year.

From beginning of fourth year through tenth year of service:

Fifteen (15) vacation days per year.

From beginning of eleventh year through fifteenth year

of service:

Twenty (20) vacation days per year.

Over fifteen years of service:

Twenty-five (25) vacation days per year.

LEAVES OF ABSENCE

A. Injury in the line of duty.

1. If an employee in the line of duty is incapacitated and unable to work because of an injury, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties, as certified by a medical doctor until such time as payments commence under Workman's Compensation. The Township shall pay the difference between the employee's regular rate of pay and that paid under Workman's Compensation until such time as a medical doctor certifies that the employee is physically able to perform his duties.

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

C. Leave of Absence.

The Township shall provide all employees covered under the terms of this Agreement with three (3) days leave of absence and, three (3) days travel time if needed, with pay in the event of death in their immediate family. Immediate family is defined as husband, wife, father, mother, father-in-law, mother-in-law, brother, sister, child and ward. Failure to use the leave of absence shall not cause the Township to make any payment for such time not utilized. Leaves of absence shall not be accumulative.

D. Union Leave.

The Township shall during the period of this Agreement provide for time off with full pay for Union business under the following conditions:

1979 and 1980 up to a total of five (5) working days, for such persons as may be specifically designated by the President of the Union.

ARTICLE VIII

HEALTH AND WELFARE INSURANCE

A. The Township shall continue to provide medical insurance and life insurance as was in effect on December 31, 1975, and such protection shall be continued for the duration of this Agreement.

B. The Township shall provide disability income protection for all fulltime, permanent employees and provisional employees after ninety (90) days to be effective as soon as practicable after the date this Agreement is executed as follows:

1. If an employee is disabled due to a non-occupational accident or sickness for more than two weeks, he is entitled to receive 66-2/3% of his salary for twenty-six weeks;

2. Should the employee die from any cause, occupational or non-occupational, his beneficiary will receive a lump sum of \$3,000. This payment will be made regardless of whether the employee collected under the weekly income benefit.

ARTICLE IX

UNIFORM ALLOWANCE

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

B. The Township shall pay to all employees covered by this Agreement, an annual allowance for cleaning of \$75.00 for 1979 and \$100.00 for 1980 prorated to month of service to be paid on or before December 15th of each year. Specifically excluded from said allowance are police dispatchers who shall receive the same allowance as uniformed police officers.

ARTICLE X

SEPARABILITY AND SAVINGS

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

B. Township Committee will request approval to uphold contract.

ARTICLE XI

FULLY BARGAINED PROVISIONS

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

ARTICLE XII

SAFETY AND HEALTH

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

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

ARTICLE XIII

EQUAL TREATMENT

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

ARTICLE XIV
GRIEVANCE PROCEDURE

Section 1

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

Section 2

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

Section 3

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

Step 1 - Within five (5) working days of the event giving rise to the grievance, the aggrieved employee, the President of the Union, or his duly authorized representative shall present the grievance in writing to the Department Head or his duly designated representative. The Department Head shall answer the grievance within five (5) working days.

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

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

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

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

ARBITRATION

Section 1

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

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

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

(d) The arbitrator shall set forth his findings of facts and reasons for making the award with thirty (3) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.

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

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

SICK LEAVE

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

B. Starting with sick leave accruing under Civil Service guidelines beginning on January 1, 1976 and continuing thereafter, up to and including a maximum of twelve (12) days any unused sick leave will be payable to employees covered by this Agreement on or about December 15th of each year, at a rate of fifty (50) percent per hour at the employee's rate of pay on the previous July 1st.

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

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

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

ARTICLE VII

HOLIDAYS

(As designated by the Committee at its 1st meeting of the year)

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

- | | |
|------------------------|----------------------------|
| -New Years Day | -Labor Day |
| -Lincoln's Birthday | -Columbus Day |
| -Washington's Birthday | -Election Day |
| -Good Friday | -Veteran's Day |
| -Easter Monday | -Thanksgiving |
| -Memorial Day | -Friday after Thanksgiving |
| -Independence Day | -Christmas |
| | -Brotherhood Day |

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

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

UNION INFORMATION

- A. Bulletin Boards will be made available by the employer at each of the permanent work locations for the use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature. The Township will also make available the Bulletin of Civil Service Job Openings.
- B. It is agreed that representatives of the employer and the Union will meet from time to time upon the request of either party to discuss matters of general interest or concern, matters that are not necessarily a grievance as such. Said meetings shall be initiated by written request of either party and shall reflect the precise agenda of the meeting.
- C. The Township will allow membership packets furnished by the Union to be placed in a suitable area so they may be obtained by new employees.

UNION/MANAGEMENT MEETING

A. Upon signing of this Agreement, it is agreed that there is herewith created a committee composed of two members from management and two members of the Union. The purpose of this committee shall be to discuss employee relations problems of a general nature in order that understanding, and problem solution, where possible, may occur. These meetings are not intended to bypass the grievance procedure or to be considered collective negotiation meetings, but are intended as a means of fostering good employee/employer relations through communications between the parties.

B. Appointment by both parties:

2 members appointed by Union
2 members appointed by Management

ARTICLE XIX

SALARY

1. Effective January 1, 1979 - a 6% increase over the 1978 rate.
2. Effective January 1, 1980 - a 3% increase plus 2/3 of the increase, if any, in the Consumer Price Index as promulgated by the U.S. Department of Labor for the Philadelphia area for the 1979 calendar year. The cost of living adjustment to be paid no later than March 30, 1980.