RESOLUTION #2020-99 COUNTY OF CAMDEN

SUBJECT: RATIFYING THE MEMORANDUM OF AGREEMENT BETWEEN THE TOWNSHIP OF HADDON AND THE GOVERNMENT WORKERS UNION

WHEREAS, the Township of Haddon and the Government Workers Union, representing Township Public Works employees have reached an Agreement covering the periods of January 1, 2018 through December 31, 2021 (Four Years); and

WHEREAS, an agreement has been reached regarding the contract terms and conditions as reflected in the contract attached hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Commissioners of the Township of Haddon, County of Camden, State of New Jersey, that the aforementioned contract between the Township of Haddon and the Government Workers Union for the period of January 1, 2018 through December 31, 2021 is hereby approved and the Mayor is authorized to execute said contract with Government Workers Union in accordance with said terms and conditions.

BOARD OF COMMISSIONERS

Randall W. Teague, Mayor

LAL

I, hereby certify the foregoing to be a true copy of a Resolution adopted by the Board of commissioners of the Township of Haddon at a meeting held on the 28th day of July, 2020.

Dawn M. Pennock, Municipal Clerk

MEMORANDUM of AGREEMENT BETWEEN THE TOWNSHIP OF HADDON AND THE GOVERNMENT WORKERS UNION

The Township and the Government Workers Union, representing Township Public Works employees ("Union"), have reached the following Agreement to settle a successor Collective Negotiations Agreement between the parties. Each negotiating team has agreed to recommend this Agreement to its represented constituencies for ratification. The terms of the Agreement are set forth as follows:

- 1. Term of Agreement Four Years- January 1, 2018 through December 31, 2021
- 2. Article I Recognition Replace the existing language with the following:

The Township recognizes the Government Workers Union as the exclusive collective negotiations representative for issues related to the negotiable terms and conditions of employment for all regularly employed non-supervisory blue collar employees working for Haddon Township.

- 3. Article III Employee Rights Section 3 Remove "medical, psychological, psychiatric examination" from the section regarding its discretion to remove items from an employee's personnel file.
- 4. <u>Article IV Equal Treatment</u> Revise Article to add "or other protected class" to the non-discrimination language.
- 5. <u>Article VII Union Dues</u> Revise Article to comply with <u>Janus</u> Supreme Court decision and include GWU references.
- 6. Article VIII Probationary Periods Revise the Article as follows:

Section 1 – add the following language at the end of the paragraph:

The Township has the sole right to remove a probationary employee for unsatisfactory performance provided the employee was given an opportunity to correct deficiencies.

Section 2 - Replace the current language with the following:

The Township retains the right to utilize temporary employees to supplement the workforce on a seasonal or other short term basis. However, the use of such temporary employees shall not be used to reduce or replace the scheduled hours of work for current permanent full time employees.

Section 3 - Delete in its entirety (Inoperable Language related to vacation credit)

Section 4 — Revise Section to provide that all employees must have or obtain a Class A Commercial Driver's License ("Class A CDL") within 18 months of employment. Replace the numbered Paragraphs of the Section with the following:

- 1. New employees that do not have a Class A CDL at the time of hiring must take the licensing exam and road test as soon as is practicable after their hiring. The Township will provide such employees with release time during the work day without loss in pay. The township will also provide the equipment necessary for each employee to take the CDL Class A road test at a mutually convenient time.
- 2. Employees that obtain or already possess a Class A CDL shall receive a \$500 increase to base salary.
- 3. New employees that fail to obtain a Class A CDL within eighteen (18) months of their date of hire will be subject to disciplinary action at the discretion of the Township. Employees that do not possess the Class A CDL will not be permitted to operate Township equipment that requires such licensing.
- 4. In the event of a layoff or demotion as referenced in Article XXVII Seniority, employees with a Class A CDL shall have greater seniority over those employees without a Class A CDL.
- 7. Article X Pay Periods Revise Article to provide for bi-monthly pay periods and delete "with maximum of hold back of three (3) days". However, the Township shall provide sixty (60) day notice to the employees before implementation and On-call pay shall be payable in a separate check in accordance with the current practice under the bi-weekly pay schedule, once bi-monthly pay periods are implemented. The Township also agrees to make available to each employee the annual schedule for pay days before each calendar year.
- 8. Article XII Insurance Revise the Article to change the Medicare age from "62" to "65" and to add "active employees at the time of death" to the life insurance provision. Both changes reflect past practice and are consistent with the law.
- 9. <u>Article XIII Overtime</u> change Article title to "Hours of Work" and in Section A replace "Office Work Schedule" with "Water Department Work Schedule."
- 10. <u>Article XXIII Sick Leave with Pay</u> The Township does not accept any proposal to modify or remove sections of this Article.
- 11. <u>Article XXIV Bereavement Leave</u> Revise the Article to add "Mother-in-Law" and "Sister-in-Law" to the Section 3 (3 consecutive days of leave).
- 12. <u>Article XXIX Salaries</u> Revise the Article to reflect the following increases which become effective on January 1st:

2018 – 2% (Retroactive) 2019 – 2% (Retroactive) 2020 – 2% 2021 – 2%

- 13. Article XXII-Holidays- Delete "December 26" and just reference the floating holiday. (The floating holiday is not used on December 26).
- 14. The Parties agree that all provisions from the expired agreement not referenced or revised herein shall be included in the successor agreement.
- 15. All other proposals are deemed withdrawn.
- 16. Retroactive payments will be made as soon as practicable.

For the Township

Randall W. Teague, Mayor For the Union . 07.01.2020

David Tucker, President

Bernard Madgey, BA