

**CONTRACT BETWEEN**  
**TOWNSHIP OF MOUNT HOLLY**

**AND**

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**  
**LOCAL 1036**

**WHITE COLLAR UNIT, BLUE COLLAR UNIT**

**AND CROSSING GUARD UNIT**

**JANUARY 1, 2022 THROUGH DECEMBER 31, 2026**

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## **ARTICLE 1 - RECOGNITION**

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The Township of Mount Holly, ("Township") hereby recognizes the Communications Workers of America, AFL-CIO, ("Union") as the sole and exclusive collective negotiations agent for all employees employed by the Township of Mount Holly in the White Collar Unit, Blue Collar Unit, including the title of Assistant to the PW Manager/Director in Public Works, Part Time Permanent and Non-Permanent Employees, Crossing Guards and Substitute Guards, for the purposes of negotiating the terms and conditions of their employment. Managerial Executives, Confidential Employees, Craft employees, Seasonal Employees and Police are excluded from this Agreement.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

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A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it 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:

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

To hire all employees subject to the provision of Civil Service Law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

To suspend, demote, discharge or take disciplinary action for good and just cause according to Civil Service 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 judgment and discretion in connection therewith, shall be limited only by applicable law and the specific and express terms of this Agreement.

## **ARTICLE 3 - UNION RIGHTS**

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A. Pursuant to Chapter 123, Public Laws 1974, the Township hereby agrees that all employees' of the White Collar, Blue Collar and Crossing Guard bargaining unit shall have the right to freely organize, join and support Communications Workers of America AFL-CIO for the purpose of engaging in collective negotiations. As a municipal corporation exercising governmental authority under the laws of the State of New Jersey, the Township undertakes and agrees that it shall not discourage or deprive or coerce any employee of the bargaining unit in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or by other laws of the State of New Jersey, or shall not discriminate against any employee of the bargaining unit with respect to hours, wages, or any other terms and conditions of employment by reason of his or her membership in the Communications Workers of America, AFL-CIO, Local 1036, his or her participation in any union activities of the said union, collective negotiations, or his or her institution of any grievance, complaint or proceeding under this agreement on behalf of the Union.

B. Shop Stewards of the Union shall be permitted a reasonable amount of time to transact joint union-township business such as grievance procedures on the premises as long as it does

not interfere with the assigned duties of the Shop Stewards or the employees. No more than two (2) Shop Stewards from each Unit (White Collar, Blue Collar and Crossing Guards), may be absent from their regular duties at any one time to conduct this business and the supervisor of these Shop Stewards must be notified of their absence from assigned duties prior to this absence.

- C. The Union may have use of meeting room facilities in the Township building after hours when appropriately scheduled through the proper authority.
- D. The Township shall grant each Union Shop Steward the following time off with pay for union business in each year of the agreement. These are non-cumulative.
  - White Collar Stewards            Five (5) days
  - Blue Collar Stewards            Five (5) days
  - Crossing Guard Stewards        Two (2) days off for CWA Shop Steward Conference and one (1) day off for Shop Steward training.

**ARTICLE 4 - FULLY BARGAINED PROVISION**

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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 shall be required to negotiate with respect to any such matter, whether or not covered by the Agreement, and whether or not within the contemplation of either or both parties at the time they negotiated or signed the Agreement.

**ARTICLE 5 - EMPLOYMENT RESPONSIBILITIES**

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- A. Employees of the bargaining unit agree that employment with the Township of Mount Holly is their primary employment responsibility and agree to devote their full efforts and energies to their duties and responsibilities as municipal employees.
- B. No Employee of the Bargaining Unit will accept secondary employment which impairs their official duties and responsibilities or which impairs their efficiency or effectiveness in performing those duties.
- C. In order to insure that the standard as expressed above in subparagraph 1 is adhered to, the Township Manager may require an employee of the bargaining unit to file a statement providing information as to the duties and responsibilities of said secondary employment and the average number of hours worked per week therein. The Township Manager shall review the statement and will approve only those secondary employment positions which do not conflict with official duties and responsibilities or which do not impair the employees' efficiency or effectiveness in performing those duties. The decisions of the Manager in this respect are subject to the grievance procedure.

**ARTICLE 6 - NO STRIKE PLEDGE**

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- A. The Union covenants and agrees that during the term of this Agreement no employee of the bargaining unit will cause, authorize, or support any strike, (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or 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 similar action against the Township.
- B. Participation in a strike, slowdown or walkout by any employee covered under the terms of this Agreement shall be deemed grounds for disciplinary action against such employee or employees' in accordance with the procedures established by law.
- C. The Union will actively discourage and will take affirmative steps to prevent or terminate any strike, work stoppage, slowdown, walkout or other similar actions by bargaining unit employees' against the Township.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Township or the Union in its right to seek and obtain such judicial relief as it may be entitled to have in the event of such breach.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

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- A. **DEFINITION:** A grievance is: (1) a complaint that there has been an improper application, interpretation or violation of the specific terms and conditions of this agreement; (2) an improper application, interpretation, or violation of any rules, regulations, codes, policies or administrative decisions applicable to an Employee of the Bargaining Unit as defined in Article I; or (3) a disciplinary action that is not subject to a Civil Service hearing and appeal procedures for an Employee of the bargaining unit. All calendar days referred to in the grievance procedure exclude Saturday, Sunday and Holidays. The White Collar Unit shall also exclude Friday's during which time they work a four (4) day work week when working Monday to Thursday.
- B. **GRIEVANTS:** Grievances may be filed by an employee of the bargaining unit and the Union, or by the Union itself. Only the Union may move a grievance to arbitration.
- C. The aggrieved employee shall continue on his/her assigned duties pending the resolution of the grievance.
- D. Procedure: The grievant shall invoke the grievance procedure within ten (10) working days after occurrence of the event complained of.
  - 1. **Step 1:**

The grievant along with the Union Shop Steward and/or Union Staff Representative must first discuss the grievance with his/her immediate Supervisor. Said discussion must take place within ten (10) working days after the occurrence of the event complained of. If no resolution, or a negative response results from the meeting with the immediate supervisor, the grievant and Union shall set forth his/her grievance in writing, on the designated grievance form,

(Attachment "A"), within ten (10) working days after receiving the decision from the immediate supervisor. The grievance shall specify the nature of the complaint and the remedy desired which shall be filed with the immediate Supervisor and the Township Manager. The immediate Supervisor must communicate his written decision to the grievant and the Union within ten (10) working days after receiving the written grievance. In the event that the immediate supervisor does not respond to the grievance during the initial discussion or does not respond to the written grievance at the end of the time frame described above, said grievance shall automatically move to the next step in the grievance procedure.

**Step 2:**

The grievance, along with the Union, within ten (10) working days after receipt of the decision of the immediate Supervisor, may appeal the decision to the Township Manager, or in his absence, the individual responsible for the management of the Township. A meeting must be held within ten (10) working days of the receipt of the appeal. The Appeal must be made in writing and must provide all relevant information in regard to the grievance, including, but not limited to the reasons for dissatisfaction and the remedy sought. The Township Manager, or his designee, must issue a written decision to the grievant and the Union within ten (10) working days of the meeting stating findings and a decision.

- a) The appeal to the Township Manager shall be the final step in the grievance Procedure with regard to grievances for minor disciplinary action or verbal and/or written reprimands. A disciplinary action in which the employee has the right to the hearing and appeal procedures through Civil Service may proceed through those procedures. All other adverse determinations of the Township Manager or his designee may proceed to arbitration through the Union.
- b) 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 in the grievance procedure. Said grievance shall be deemed pending in the next step without the necessity of a formal written appeal. At all steps in the grievance procedure the grievant shall have the right to be represented by the Union and only the Union. Extensions of time limits may be mutually agreed to between the Union and the Township.
- c) All grievances shall be filed at Step 1, except for a grievance involving alleged acts of harassment by or against the immediate supervisor designated to schedule, hear and decide grievances. The alleged act of harassment grievance shall be filed with, heard by and determined at the next highest Step in the grievance procedure.

**E. Step 3 Binding Arbitration:** Notice of intent to proceed to binding arbitration must be given by the Union to the Township within thirty (30) calendar days of receipt of the decision of the Township Manager or the expiration of the time for the Township Manager to respond. The parties agree to be bound by the rules, regulations and procedures of the New Jersey State Public Employees Relations Commission concerning the method of choosing an arbitrator. The costs of the arbitrator are to be borne by both sides, (Union and Township) on an equal basis. Any other costs are to be borne by the parties incurring the costs. The decision of the arbitrator shall be final and binding on all parties, and a written decision rendered within thirty

(30) days of the hearing date. The arbitrator's decision shall be limited to the specific terms of this contract.

F. Right of Representation: All grievants shall have the right to be accompanied by a Shop Steward and/or a Union Staff Representative at all levels of the grievance procedure. The Union Shop Steward or his designee shall be granted reasonable time, with pay, to investigate grievances.

G. Disciplinary Matters:

1. White Collar and Blue Collar employees: The negotiated grievance procedure shall not be used for disciplinary actions of verbal and/or written reprimands or a disciplinary action in which the employee has the right to the hearing and appeal procedures through Civil Service. In those instances, when discipline action is not verbal and/or written reprimands and the employee does not have the absolute right of appeal to Civil Service, he or she may utilize the grievance procedure.

Crossing Guards: The negotiated grievance procedure shall be used for all disciplinary actions, however, counseling shall not be grievable.

Discipline: General Rules - Crossing Guards:

- a) Discipline and discharge shall only be for just cause.
  - b) Discipline shall be progressive in nature and corrective in intent.
  - c) 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.
  - d) Grievances of minor disciplinary actions, (five (5) days suspensions or less) shall be filed directly at Step 1 of the grievance procedure.
  - e) 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.
  - f) Should an employee receive a suspension as a matter of disciplinary action, such days of suspension shall not coincide with a holiday and the employee shall not suffer the holiday pay loss for being on suspension the day before and or the day after the holiday.
  - g) Employees may and with the approval of the Employer be permitted to forfeit paid vacation time in lieu of serving suspensions.
- H. The Employer agrees to provide the Union with at least five (5) business days notice of a hearing. All charges shall be submitted within forty-five (45) days, (excluding Saturdays, Sundays and Holidays) of when the charging Supervisor knew or should have known of the violation.
- I. The Employer agrees that if a Shop Steward or Union Staff Representative is not available, they shall permit a Union Shop Steward from another CWA Represented Unit to represent the employee.

- J. An Employee shall be compensated at their regular hourly rate for any disciplinary hearings that are scheduled during their shift.
- K. Shop Stewards shall suffer no loss in pay while representing the employee, this shall include time spent caucusing as well as time spent in investigation of the disciplinary matter in which the employee is charged.
- L. PERSONNEL FILE:
  - 1. All Employees' shall have the right to see all documents in their Personnel File.

An employee shall be permitted to have copies of any documents in his/her Personnel File at no cost to the employee. Employees' shall be given copies of all disciplinary matters or work documents placed in their file at the time the document is so placed. Prior to placement of a document the employee shall first be given the opportunity to initial same. Such initialing shall not indicate anything other than the employee's review of the document. Upon written release from an employee, a Union Representative may see and copy documents in the employee's Personnel File at no cost to the Union. Employees' shall have the right to respond in writing to anything placed in their Personnel File.

The Employer shall acknowledge receipt and placement of such responses as being placed in the employee's Personnel File. The employee may, upon request, have detrimental correspondence or reports removed from the Personnel File and returned to the employee based on the following schedule:

- a) Uninvestigated citizens letter - 6 months - White Collar and Blue Collar Units
- b) Uninvestigated citizens letter - 3 months - Crossing Guards
- c) Official letter of reprimand - 12 months provided there is no reoccurrence.
- d) Matters subject to Civil Service action shall, in accordance with Civil Service regulations, not be removed from Personnel File.

## **ARTICLE 8 - EXTERMINATING SERVICE - WHITE COLLAR**

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The exterminating service shall be provided at the last stop of the day, specifically around 5 p.m. on the shorter days in the four (4) day work week and/or 8 p.m. on the longer days in the four (4) day work week.

## **ARTICLE 9 - HEALTH & SAFETY**

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- A. The Employer shall at all times maintain safe and healthful working conditions.
  - 1. All safety problems shall be reported to the Employer, who shall investigate the Problem and render a response in writing to the employee with a copy to the Union within 20 calendar days. Upon receipt of a negative decision by the Employer, the Union may, at its discretion, utilize the grievance procedure. The time frame for filing the grievance shall



begin upon receipt of the Employers' negative decision, even if the occurrence is outside the ten {10} working days listed in Article VII, #4 - Procedure. Crossing Guards shall immediately notify their Supervisor and the Chief of Police as well as the Union Shop Steward and Training/ Attendance Coordinator.

Union Shop Stewards and Crossing Guard Training/Attendance Coordinator shall be the representatives to serve on the Health and Safety Committee. The Union and the Employer shall meet on an as needed basis to address all health and safety issues as well as make recommendations concerning health and safety for all employees.

## **ARTICLE 10 - SENIORITY**

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- A. In vacation scheduling, employees with the greatest amount of seniority shall be given preference provided that the assigned work schedule permits this preference.
- B. An employee's length of service shall not be reduced by time lost due to the authorized leave of absence.
- C. If a question arises concerning two or more employees' who were hired on the same date, seniority preference shall be determined according to the date that their permanent Civil Service status was established. If this date is the same, preference shall be given in alphabetical order of the employee's last name.
- D. The employer shall maintain an accurate, up-to-date employee record showing the date of temporary, provisional, permanent and non permanent employment classification and pay rate. The Union and Employees shall be furnished copies of these upon request.
- E. White Collar and Blue Collar- Full Time and Part Time Permanent Employees - Seniority is defined as an employees' total length of service with the Employer, commencing with his or her permanent date of employment.
- F. White Collar and Blue Collar- Non-Permanent Employees-Seniority is defined as an employees' total length of service with the Employer, commencing with his or her hire date.
- G. Crossing Guards and Substitute Guards – Seniority shall be determined by the date of hire, not by the date of appointment, provided that any break in service does not exceed five (5) years.

When a new opening for a corner occurs, or if a current opening of a corner becomes vacant, which has less hours than a Guard is currently working, it shall be filled by the following procedure:

All Full Time Guards who have less hours than the new opening or vacant opening shall be placed on a seniority list (by date of hire). The Guard with the longest date of hire shall be offered the new position first. (Guards who already have the same hours as the new opening or vacant opening will not be included in the seniority list). The Guard must be qualified to fill the new opening or vacant opening. Part Time Substitute Guards may have the opportunity

for the new opening or vacant opening only after all full time Guards have had the opportunity to accept the position and have declined the position.

H. All employees are listed in Attachment "C" by name, title and hire date.

## **ARTICLE 11 - MEDICAL BENEFITS, INSURANCE BUY-BACK, MEDICAL BENEFITS ON RETIREMENT & EYECARE**

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- A. Medical Plan: The Township shall provide the following medical insurance for each permanent full time employee, spouse and child: State Health Benefits Plan (SHBP) or its equivalent. Employees may choose any plan within the State Health Benefits Plan (SHBP) with no cost being paid by the employee except for the following employee contributions listed herein;
1. Employee contributions for Medical and prescription drug benefits for employee and any eligible dependent shall be set in accordance with P.L.2011c78.

It is understood by the Union that the Township may change this health care plan during the course of this contract provided the plan's benefits are equal to or better than the New Jersey State Health Benefits plan and the Union is notified at least one hundred and twenty (120) calendar days prior to the implementation of plan change.

- B. Medical Benefit Health Insurance Buy-Back:
1. Any permanent full time employee who participates in the State Health Benefits Plan (SHBP) or another group plan as a dependent may waive coverage under the Township Plan. As an incentive to waive coverage the Township will reimburse the employee 25% (twenty-five) percent of the cost of the plan up to \$5,000 as provided by law. The employee may resume' coverage upon their request according to the SHBP Plan. Payment for each calendar year shall be made during the first pay in June and the first pay in November for the prior waived periods.
- C. Health Insurance On Retirement-WHITE COLLAR AND BLUE COLLAR:
1. Employees who are eligible for a qualified retirement under PERS rules and regulations and retire there under, may participate at Township's expense in the medical insurance program, at the applicable levels of coverage at the time of retirement (coverage for themselves, spouse and child, if applicable), less any contribution requirement under P.L.2011c78, for five (5) years from the date of retirement. Employees must have fifteen (15) years of service with Mount Holly Township and must be qualified for retirement under PERS.  
Excludes Crossing Guards and Substitute Guards.
- D. Eye Care - Full Time - WHITE COLLAR AND BLUE COLLAR:
1. The Employer shall reimburse full time employees' up to four hundred dollars (\$400.00) every two (2) years, for eye care costs including costs incurred for spouse and children. The amount of the total reimbursement shall not exceed four hundred dollars (\$400.00).. Eye care costs shall include but are not limited to glasses, contacts, etc. The Township

shall pay the cost of prescription safety glasses/goggles up to \$125.00 provided the purchase is made at Mancine Optical.

**BLUE COLLAR TERMS**

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**ARTICLE 12 - UNIFORMS**

A. BLUE COLLAR – PUBLIC WORKS: Employees shall be provided with the following items of work clothing:

Pants	6 pair annually
Summer Shirts	3 annually
Winter Shirts	3 annually
Safety Shoes	2 pair annually (total amount not to exceed \$300 per year prior to November 1st of each year, upon submission of receipts)
Safety Glasses	Non-prescription lenses only
Rain Gear, Rubber Boots & Insulated Rubber Boots	One set will be replaced when worn out or damaged excessively by on the job activity
Jacket	1 annually
Hooded Sweat Jacket	1 annually- optional either zip up or pull over
Winter Hat	1 annually
Shorts	3 pair annually
T-Shirts (short sleeve and long sleeve)	Provided by the Township

1. The time frame for wearing shorts will be from April to October. Employees must have a pair have a pair of pants in their locker at all times during the time in which they wear shorts. Employees will not be permitted to wear shorts while performing the work of chipping, grass cutting and tree work.

Such uniforms as listed above shall be provided by the Township. Work uniform shall be worn by Public Works employees. The Township shall designate the source, style, materials and all other features and aspects of the uniform.

Any articles provided by the Employer are to be worn only during working hours or when approved by the Supervisor for hours worked outside of the normal working hours, i.e., events, overtime, emergencies etc.

2. Articles of clothing are the property of Mount Holly Township, but the sole responsibility of the employee. Articles lost shall be paid for by the employee who was assigned the articles. Prior to the issuance of the final paycheck of an employee, the employee must account for all Township property assigned to him. Replacements shall be provided upon the employee turning in the item to be replaced.
3. Safety equipment and uniforms must be worn as prescribed by the Township. All safety and health rules must be obeyed by the employees.

**ARTICLE 13 - PAY PLAN AND EVALUATION:**

A. Salary Increases - Contract term - January 1, 2022 through December 31, 2026. All increases are retro to 1/1 of each calendar year. All Blue Collar Employees' shall receive the increases to their base pay as listed below.

1/1/2022	\$1,600 added to base
1/1/2023	\$1,600 added to base
1/1/2024	\$1,600 added to base
1/1/2025	2.0% added to base
1/1/2026	2.0% added to base

1. The Titles for ranges 1 through 6A, salaries, minimums and maximums for each grade and stipends are listed in Attachment "B" as well as listed in #3 below. Employee Title, date of hire, senior employee differential adjustment date, percentage amount and lump sum amounts are listed in Attachment "C".

During the life of this contract, there shall be no reclassifications of any employee's position, unless so ordered by Civil Service.

If an employee is demoted or reclassified to a lower grade, his/her pay will be adjusted downward in accordance with Civil Service procedures.

Whenever an employee is promoted, his/her salary shall be increased to the entry level of the new position or by the amount of the increment stated in #1 above, whichever is greater, provided that their salary cannot exceed maximum salary of the new position. At no time shall an employee being promoted receive less than his/her total salary (base plus senior employee differential adjustment) he/she previously received or would have received in the year he/she was promoted.

Prior to implementation of any evaluation systems, the Township shall consult with the union in regard to the process, form, substance and content.

Employees hired after January 1, 2002 shall not receive increment/step movement. This shall also not apply to any laid-off employees who are rehired pursuant to an existing re-employment list. Entry level salaries for all grades for 2002 and beyond shall be negotiated pursuant to the elimination of steps for new hires.

BLUE COLLAR:

- a) Animal Control - \$2,500.00 per year added into base salary
- b) Tire Service Repairer - \$1,000.00 per year added into base salary
- c) Pesticide Certification - \$1,500.00 per year added into base salary.
- d) Tire Repair - \$2.00 per hour
- e) The Township shall also pay for the schooling and the license and renewals for the Pesticide Certification. Refer to Article XX Education Benefits.

**B. SENIOR EMPLOYEE DIFFERENTIAL ADJUSTMENTS – BLUE COLLAR**

1. In order that employees' who have remained at the maximum pay rate of a grade for a number of years without a salary adjustment, may receive some compensation beyond that fixed for the pay grade, the following senior employee differential adjustments are agreed to. The Township will provide the dates for each employee as to when their particular senior employee differential adjustment will be applied.
2. For employees hired prior to January 1, 1989:
  - When an employee has remained at the maximum pay rate of one or more grades for 48 months of service, an adjustment equal to 5% of the maximum pay for their grade shall be added to the employee's base salary. For Blue Collar Employees the differential adjustment payments are due and payable on April 1st of each contract year, which adjustment shall be in addition to the maximum established for their grade.
  - When an employee has remained at the maximum pay rate of one or more grades for 108 months of service, an additional adjustment equal to another 5% (for a total of 10%) shall be added to the employee's base salary. For Blue Collar Employees the differential adjustment payments are due and payable on April 1st of each contract year, which adjustment shall be in addition to the maximum pay for their grade.
  - When an employee has remained at the maximum pay rate of one or more grades for 168 months of service, an additional adjustment equal to another 5% (for a total of 15%) shall be added to the employee's base salary. For Blue Collar Employees the differential adjustment payments are due and payable on April 1" of each

contract year, which adjustment shall be in addition to the maximum pay for their grade.

- f) For employees hired on or after January 1, 1989:
- When an employee has remained at the maximum pay rate of one or more grades for 48 months of service, an adjustment equal to \$500.00 (five hundred dollars) shall be added to the employee's base salary. For Blue Collar Employees the differential adjustment payments are due and payable on April 1st of each contract year, which adjustment shall be in addition to the maximum established for their grade.
  - When an employee has remained at the maximum pay rate of one or more grades for 108 months of service, an additional adjustment equal to \$500.00 (five hundred dollars) for a total of \$1000.00 (one thousand dollars) shall be added to the employee's base salary. For Blue Collar Employees the differential adjustment payments are due and payable on April 1st of each contract year, which adjustment shall be in addition to the maximum pay for their grade.
  - When an employee has remained at the maximum pay rate of one or more grades for 168 months of service, an additional adjustment equal to \$500.00 (five hundred dollars) for a total of \$1,500.00 (one thousand five hundred dollars) shall be added to the employee's base salary. For Blue Collar Employees the differential adjustment payments are due and payable on April 1st of each contract year, which adjustment shall be in addition to the maximum pay for their grade.
- g) If an individual retires during the year, he/she will receive the remaining portion of the senior employee differential adjustment in a lump sum payment.
- h) The senior employee differential adjustment for all employees who are eligible during the calendar year shall be paid simultaneously with the salary advancement noted in Article XIII, Section A above unless otherwise specified herein for Blue Collar Employees.

#### **ARTICLE 14 - HOURS OF WORK, OVERTIME, MEAL ALLOWANCE, EMERGENCY WORK PROCEDURES**

- A. The regular workday shall be eight (8) hours each day, from 7:00 a.m. to 3:00 p.m., which includes a paid one half (1/2) hour lunch from 11:00 a.m. to 11:30 a.m. each day. The regular work week shall be Monday to Friday. The total weekly hours in the work week shall be forty (40) hours.
- Beginning on May 1st and continuing through September 1st of each calendar year the daily work hours may, at the discretion of the Supervisor, be 6:00 a.m. to 2:00 p.m. with a one half (1/2) hour paid lunch from 11:00 a.m. to 11:30 a.m. for the Summer schedule.

- Sweeper Summer Hours shall be at 6:00a.m. on Wednesdays and Thursdays to cover High Street, Washington Street, Park Drive, Commerce Place, Royal Way, Part of Rancocas Road, which will carry into Sector 10.
- The Township may vary the workday in individual departments to reflect the work assignments of the Township, however, the total weekly hours of an employee will not exceed those indicated above.

C. Overtime shall be paid at the rate of one and one halftimes the regular straight time rate for all hours worked beyond forty (40) hours for Public Works employees in a work week. Also, overtime shall be paid at a rate of one and one half times the regular straight time rate for all hours worked beyond the regular work hours in any one work day provided that the employee completes a regular work week via work attendance or paid leave.

A separate OT list will be maintained for scheduled/planned overtime during special events from emergency/unplanned/regular overtime. The Planned OT opportunities will be posted in advance at least 30 days prior to the event, unless the event is not approved by the Township more than 30 days in advance. Once the employee(s) are set for planned overtime, they shall not be taken off that assignment except by mutual agreement.

Compensatory leave may be provided in lieu of overtime payments at the employees' discretion. An employee's overtime rate shall be established by dividing the employee's annual base salary by 2080 hours (40 hours x 52 weeks). Compensatory time balance shall be capped at 50 hours and the Township shall pay any additional time earned as cash, not compensatory time.

D. Employees called into work from home on an emergency call-in outside their regular workday shall be guaranteed a minimum of three (3) hours pay at their overtime rate, so long as the call-in is not contiguous with the employees' regular shift.

E. Overtime shall be distributed equally insofar as practical among the employees' who are qualified and able to perform the required work.

F. In reference to overtime hours for snow and ice control during the winter Months' in November, those employees who are willing to operate the various pieces of Township equipment and perform related tasks shall sign up for winter overtime. The Township shall develop a list of qualified employees to operate the various pieces of equipment and the overtime insofar as practical shall be rotated by seniority among these qualified employees.

G. Employees who sign up for overtime in November shall be available for the work when it is assigned to them.

H. MEAL ALLOWANCE: All Employees shall be eligible for meal allowances which shall be paid to the employee within the pay period in which the meal(s) were taken and shall be applied in the following manner:

1. Employees working overtime shall receive a meal allowance of fifteen dollars (\$15.00) after working four (4) consecutive hour segment, with a maximum meal allowance of forty-five dollars (\$45.00) after working three (3) four (4) consecutive hour segments, so long as the four (4) hour segment does not overlap with the employee's regularly scheduled shift. Meal allowances during overtime shall apply to emergency overtime only. Planned overtime for events or scheduled overtime by the supervisors should not include a meal allowance.
- I. RADIOS: The Township shall provide radios for Blue Collar employees.
  - J. VOLUNTEER FIREMAN, FIRST RESPONDERS, EMT
    1. BLUE COLLAR:
      - a) The Township will grant time off from work with pay for employees who are members of a volunteer fire company serving the municipality, First Responders, EMT or volunteer ambulance drivers of Municipal owned or operated ambulances when such employees are called to respond to alarms occurring during the hours of their employment, as established under N.J.S. 40A:9-160.I, Source Laws 1971, Chapter 200, effective July 1, 1971.
      - b) Employees must notify the Township Manager and their immediate Supervisor if they are a volunteer, first responder or EMT. Once identified as such, prior to leaving their work assignment, they shall notify their Supervisor of the emergency and the employee shall sign out when called for an emergency and sign in upon return to work. If the emergency extends beyond their regular work day the employee will not be required to return to the work place to sign out and instead will notify the appropriate or designated authority by phone, email or text message that the emergency has gone beyond their regular work day. The same notification procedure shall apply if an employee is involved in emergency response prior to the start of his/her shift.
      - c) Employees' engaged in assignments as defined below that would make added expenses for the Township, other than wages, would not be permitted to leave for fire or ambulance emergency unless said employee was directed to do so by his/her Township Manager or immediate Supervisor or replaced by non-member of the volunteer fire company or emergency squad for assignments such as, but not limited to the following:
        - i. In the act of hauling or spreading hot patch of asphalt;
        - ii. Pouring concrete;
        - iii. Any emergency assignment that would jeopardize the life or property of the citizens of the Township.

## **ARTICLE 15 - LEAVES OF ABSENCE**

### A. Definitions:



1. The term "year", as used herein, shall be deemed to be a calendar year from January 1 to December 31.
2. The term "day" shall be a normal tour of duty and shall be calculated in terms of the hours worked by the employee. All leave shall be credited and utilized in hourly increments.
3. BLUE COLLAR:  
Permanent part-time Employees' shall receive a pro-rata share of these leave benefits. Employees serving in such a position will receive a pro-rated share of vacation and sick time as per Civil Service regulations. They shall receive Holiday pay as per Article XVI calculated by their regular work hours (example: their regular work day is for four (4) hours, holiday pay will be for four (4) hours. They shall receive Personal Days as per Article XVI calculated the same as Holiday pay. Permanent part time employees shall receive all other benefits of the contract unless identified as excluded and are represented by the Union under Article I - Recognition.
4. Non-Permanent part-time employees serving in such a position shall receive a pro-rated share of these benefits as described below:
  - (4) Four Paid Holidays: Memorial Day, Juneteenth, Independence Day, Thanksgiving Day and Christmas Day;
  - (4) Four Paid Sick Days
  - (3) Three Paid Vacation Days
  - (1) One Paid Personal Day
  - (3) Three Paid Bereavement DaysThey shall receive such benefits calculated by their regular work hours (example: their regular work day is for four (4) hours, benefit pay for Holiday, Sick, Vacation, Personal and Bereavement Leave, will be for four (4) hours).  
Non-Permanent part time employees shall receive all other benefits of the contract as described herein, as well as all other benefits of the contract as described in this Agreement, unless otherwise identified as excluded. Non- Permanent part time employees are represented by the Union under Article I - Recognition.

B. Leave Calculations:

Each employee will receive full leave credit at the commencement of the calendar year in which the employee's employment anniversary occurs. If the employee terminates during the year, the leave will be recalculated according to the actual time served. The employee will be paid for the unused vacation leave. The employee will reimburse the Township for all leave advanced to him that was not earned prior to his termination.

C. Holidays:

1. All full time personnel who work a five-day workweek will receive the following holidays with pay provided the Department Head determines that absence of the particular employee or employees on the designated holiday will not interfere with the efficient operation of the department. An employee not receiving time off on the designated holiday

shall receive time off with pay on such day as the department head determines will not interfere with the department's efficient operation.

New Year's Day	Columbus Day
Martin Luther King's Day	Election Day
Presidents' Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
June 19th	Christmas Eve*
Independence Day	Christmas Day*
Labor Day	Employee's Birthday

If the holiday should fall on a Sunday, the following Monday will be recognized as the holiday; if the holiday should fall on a Saturday, the preceding Friday will be observed.

\* Blue Collar Only: Christmas Eve and \*Christmas Day, provided, however that if Christmas Day shall fall on a Thursday in any year, the Christmas Holiday shall be Christmas Day and the Day after Christmas, rather than Christmas Eve and Christmas Day.

2. Provisions Applicable to Employees on the 4 day and 5 day workweek - Blue Collar Units:
  - a) If a holiday should occur when an employee is on a paid leave of absence, he/she will be paid for the holiday and it will not be charged to his/her leave. Any new days granted by the Federal Government as national holidays or days proclaimed by the State Government will be included as paid holidays and included above.
  - b) If an employee is on a leave of absence without pay on the days before and after a holiday, he/ She will receive no pay credit for that holiday. However, should he/she return to his/her employment the day before, or the day following a holiday, he/she will receive pay credit for the holiday.
3. Permanent Part Time Blue Collar Employees shall receive holiday pay as described in Article XVI, Definitions 1 (c).
4. Non-Permanent Part Time Blue Collar Employees shall receive holiday pay as described in Article XVI, Definitions 1 (d).

D. Annual Leave (Vacation Leave):

1. Permanent full time personnel will receive vacations with pay at such times as the Department Head determines will not interfere with the efficient operation of the department:

<b>Years of Employment</b>	<b>Days Vacation</b>
0 through 1	1 day per mo of employment
After 1 through 5	16 days per year
6 through 10	19 days per year

After 10	24 days per year
21 and over	29 days per year

5. The above vacation schedule applies to all full-time employees hired before January 1, 1999 and have ten (10) or more years with the Township as of December 31, 1997. Employees who have less than 10 years of employment as of 1/1/98 shall be capped 24 paid vacation days for Blue Collar Employees'.
6. For all Blue Collar Full time Employees, hired on or after January 1, 1999, the following vacation schedule shall apply effective January 1, 2017. This vacation schedule replaces the vacation schedule outlined in the 2013-2016 contract agreement for Blue Collar Employees that were hired on or after January 1, 1999.

<b>Years of Employment</b>	<b>Days Vacation</b>
0 through 1 year	1 day per month of employment
After 1 year through 5 years	17 days per year
6 years through 14 years	20 days per year
15 years and over	25 days per year

7. Unused vacation may be accumulated beyond the calendar year in which it is earned but must "be used in the next calendar year". Leave taken is automatically charged against the earliest leave available to the employee.
8. Annual leave not taken within these time limits shall be eliminated except when an employee is prevented from using his leave due to the workload and/or assignment of the Township. In this instance, the employee shall be reimbursed for this leave rather than its elimination. An employee who is unable to utilize his/her accumulated vacation leave must notify the Township Manager at least 30 (thirty) days prior to the end of the year. Vacation requests shall not be unreasonably denied however management will consider operational coverage, especially during summer months.
9. In addition, any employee wishing to have his/her paycheck in advance of his/her vacation may do so at the nearest pay period before his/her vacation.
10. **BLUE COLLAR:**
  - a) Only one person will be allowed to take three (3) weeks vacation at one time. In cases of there being two (2) requests at the same time seniority shall apply and the request will not be unreasonably denied based on the Township's needs. An employee must submit a specific request in writing for consideration. Unused vacation may be accumulated beyond the calendar year in which it is earned but must be used during the following year. Leave taken is automatically charged against the earliest leave available to the employee.
  - b) All vacation requests will be due by March 31" of each year. Seniority will be used for those requests. Any requests of vacation after March 31st will be first come first serve

basis. Letter "e" above shall apply for any vacation leave not taken within the time limits.

11. Permanent Part Time Blue Collar Employees shall receive vacation pay as described in Article XVI, Definitions I(c), and as per Civil Service Regulations.
12. Non-Permanent Part Time Blue Collar Employees shall receive vacation pay as described in Article XVI, Definitions 1 (d).

E. Sick Leave:

1. Full time employees shall be entitled to one day of sick leave credit for each month worked during the remainder of the calendar year following full time appointment, and fifteen (15) sick leave credit in each year thereafter.

Permanent Part time employees shall receive sick leave credit as described in Article XVI, Definitions 1 (c), and as per Civil Service Regulations.

Non-permanent part time employees shall receive sick leave credit as described in Article XVI, Definitions I(d).

2. Sick leave, for the purpose of this paragraph, is defined as absence from work because of illness, accident, exposure to contagious disease, attendance to a member of the immediate family who is seriously ill and requires the employee's care or attendance.
3. A certificate from the employee's physician may be required; or, if the absence is because of the need for attending to a member of the immediate family, a certificate from a physician in attendance may be required by the Township Manager whenever such requirement appears reasonable. In addition, a certificate from the employee's physician will be, in any event, required if the employee is absent due to illness for more than three (3) consecutive days.
4. In case of an illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty for one day or less, only one medical certificate shall be required for every six month period as a sufficient proof of need of leave of absence of the employee; provided, however, the certificate must specify the nature of the illness, identify its adverse symptoms and state that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.
5. Unused sick leave will accumulate to the credit of the employee from year to year to be used when needed. Excludes Non-permanent part time employees described in Article XVI, I(d).
6. Sick Leave on Retirement: Full Time and Permanent Part Time Blue Collar. (Excluding non-permanent Substitute Guards and excludes non- permanent part time employees described in Article XVI, Definitions, 1 (d):

In order to recognize those employees who use a minimum of sick leave and encourage work attendance, the Township shall reimburse employees upon retirement for one-half of their accumulated sick leave in an amount not to exceed 65 days pay. Retirement in this context means the receipt of retirement benefits in accordance with the Public Employees' Retirement System (PERS).

F. Bereavement Leave: Full Time and Permanent Part Time Blue Collar Employees excluding Non-Permanent part time employees,:

1. Five (5) paid days bereavement leave will be granted when death occurs in the immediate family, namely, the death of a spouse, child, step child, parent, step mother, step father, mother or father-in-law, brother, sister, grandparents or grandchild, including spousal relationship or significant other of the employee, Domestic Partner and Civil Union Partner. If an employee must travel out of State one extra paid day will be allowed for travel. If bereavement leave occurs during vacation, that vacation will stop and bereavement leave will begin. The vacation log will be adjusted to correct the time if necessary.
2. Two (2) paid days bereavement leave will be granted when death occurs in the immediate family, namely, the death of an Employees' Aunt, Uncle.
3. Crossing Guards: Excludes Substitute Guards, shall receive three (3) bereavement leave days with pay. Paid sick days may be substituted for bereavement leave.

Definition: Bereavement leave can be used for employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relative residing in the employee's household, domestic partner and civil union partner (as defined under NJ State Domestic Partnership and Civil Union laws) and a child of such for whom the employee has legal guardianship and physical custody. For good cause the definition of immediate family may be expanded upon approval of the Chief of Police or his designee.

4. Non Permanent Part time Employees, excluding Substitute Guards, shall receive bereavement leave as described in Article XVI, Definitions Id. Immediate family shall be defined as described in 6 (a) above.

G. Military Leave:

1. In accordance with the provisions of Statute, employees who are members of the National Guard required to undergo annual field training shall be entitled to leave of absence with pay for the duration of the field training. Such employees will be paid during periods of local emergency when ordered to active duty for a period not exceeding two (2) weeks.
2. Employees who volunteer or are ordered into the armed forces during time of war may be granted military leave without pay for the period of actual military service with the right to return to the employees' position upon release from active duty.

H. Maternity Leave, Family And Medical Leave:

1. Maternity leave of absence must be requested in writing and may be taken for a period of only three (3) calendar months from the date of birth of the infant. Accumulated sick leave may be utilized during pregnancy, prior to the birth of the child and after maternity leave, when a physician's certificate is furnished indicating that the employee is unable to work for reasons of health.
2. The Township cannot guarantee to hold the employee's position open beyond the expiration date of the maternity leave of absence. The Township shall comply with all rules and regulations of the Family and Medical Leave Act (FMLA) for (a) and (b) of this Article.
3. Family And Medical Leave: The Township shall comply with all rules and regulations of the Family and Medical Leave Act (FMLA). The Township agrees that an employee's seniority with the Township shall not be affected if they use Family or Medical Leave. No employee shall have any loss of benefits, salary increases, bonus payments or other negotiated benefits while on unpaid or paid family medical leave. If an employee believes their FMLA rights are being violated they shall use the grievance and arbitration procedure of the contract for relief if they choose to.

I. Jury Duty:

1. All Employees who are summoned for service as jurors will be excused on days they are required to be present in court. If the employee is not required to be present for jury duty for the entire work day, he/she must return to work immediately upon dismissal. All employees shall receive full pay for time served during jury duty less any juror's allowance.

J. Leave Of Absence Without Pay:

1. An appointing authority may grant permanent employees a leave of absence without pay for a period not to exceed one year. A leave may be extended beyond one year for exceptional circumstances upon request of the appointing authority and written approval of the Civil Service Commission.
2. Upon return the employee will be reinstated to their former position and pay rate. Any Guard, including part time substitute guards, who leaves the service of the Township must provide the Township with a written letter, signed and dated with the reason for the separation prior to leaving the employment of the Township.

K. Injury Leave, Workers' Compensation:

1. Employees who are injured in the line of duty and must be absent from work and supply a medical certificate substantiating that the injury precludes their performing any work shall be given injury leave with pay.

2. If it is determined that the injury is work related, the employee shall then be entitled to Worker's Compensation. Employee's on Worker's compensation shall receive their full pay until they are eligible to return to duty.
3. All paid time under this agreement shall continue to accrue to the employee's benefit during a leave of absence for an injury while an employee is on worker's compensation. Employees shall not suffer any loss in seniority while on worker's compensation.

L. Personal Days:

1. Permanent full-time Blue-Collar employees' shall be allowed up to four (4) days paid leave annually which may be used for personal business. This leave may be taken in hourly increments.
3. Permanent Part Time Blue Collar employees' shall be allowed up to four (4) paid days leave annually as described in Article XVI, Definitions 1 (c) and herein.
4. Non-Permanent Part Time Blue Collar employees' shall be allowed up to one (1) paid days leave annually as described in Article XVI, Definitions 1 (d).
5. Each employee desiring to take a personal leave day shall notify his/her supervisor at least 24 hours in advance of his or her intent to do so. The Supervisor may waive this 24 hour notice in emergency circumstances.
6. Personal days are to be used only to conduct business that cannot normally be accomplished after working hours or on weekends. Examples of such personal business are litigation and court appearances, financial settlements and consultation with lawyers, graduations, emergency breakdowns at home, conferences at school, religious services, etc., but not necessarily held to these examples.
7. No employee shall take a personal leave day on the business day immediately preceding or following a paid holiday or vacation day, except in the case of an emergency.
8. Personal leave days must be used during the calendar year and cannot be accumulated.

## **WHITE COLLAR TERMS**

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### **ARTICLE 12 - UNIFORMS**

- A. CONSTRUCTION AND HOUSING INSPECTORS: Employees shall receive \$250.00 (one hundred and twenty dollars) per year for clothing/shoe allowance which shall be reimbursed upon submission of receipts.

- B. Any articles provided by the Employer are to be worn only during working hours or when approved by the Supervisor for hours worked outside of the normal working hours, i.e., events, overtime, emergencies etc.
- C. Articles of clothing are the property of Mount Holly Township, but the sole responsibility of the employee. Articles lost shall be paid for by the employee who was assigned the articles. Prior to the issuance of the final paycheck of an employee, the employee must account for all Township property assigned to him. Replacements shall be provided upon the employee turning in the item to be replaced.
- D. Safety equipment and uniforms must be worn as prescribed by the Township. All safety and health rules must be obeyed by the employees.

**ARTICLE 13 - PAY PLAN AND EVALUATION:**

- A. Salary Increases - Contract term - January 1, 2022 through December 31, 2026. All increases are retro to 1/1 of each calendar year. All White-Collar Employees' shall receive the percentage increases to their base pay as listed below.

1/1/2022	\$1,600 added to base
1/1/2023	\$1,600 added to base
1/1/2024	\$1,600 added to base
1/1/2025	2.0% added to base
1/1/2026	2.0% added to base

- B. The Titles for ranges 1 through 6A, salaries, minimums and maximums for each grade and stipends are listed in Attachment "B" as well as listed in #3 below. Employee Title, date of hire, senior employee differential adjustment date, percentage amount and lump sum amounts are listed in Attachment "C".
- C. During the life of this contract, there shall be no reclassification of any employee's position, unless so ordered by Civil Service.
- D. If an employee is demoted or reclassified to a lower grade, his/her pay will be adjusted downward in accordance with Civil Service procedures.
- E. Whenever an employee is promoted, his/her salary shall be increased to the entry level of the new position or by the amount of the increment stated in #1 above, whichever is greater, provided that their salary cannot exceed maximum salary of the new position. At no time shall an employee being promoted receive less than his/her total salary (base plus senior employee differential adjustment) he/she previously received or would have received in the year he/she was promoted.
- F. Prior to implementation of any evaluation systems, the Township shall consult with the union in regard to the process, form, substance and content.



G. Employees hired after January 1, 2002 shall not receive increment/step movement, except for step increases/step movement as described in #3c below for the title of Construction Official. This shall also not apply to any laid-off employees who are rehired pursuant to an existing re-employment list. Entry level salaries for all grades for 2002 and beyond shall be negotiated pursuant to the elimination of steps for new hires.

H. Title, Stipends, Salary Adjustments, Increases, Senior Employee Differential Adjustments:

- Planning Board (Land Use) Adm - \$7,000.00 per year
- Planning Board Secretary- \$1,200.00 per year (for 12 meetings)
- Any meetings over the 12 per year shall be paid at \$100.00 per meeting
- Recycling Board - \$6,000.00 per year
- Records Clerk – Firearms, Tow Slips - \$3,000 per year
- Records Clerk – Discovery, OPRA, Body Cameras - \$3,000 per year

I. SENIOR OR PRINCIPAL TITLE:

Any employee who has received a Senior or Principal Title due to a Desk Audit conducted by Civil Service that is not under appeal by the parties shall receive the monies listed below in each year of the five-year agreement. These lump sum payments shall not be entered into the base salary and shall be paid on or before November 15th of each year in the agreement. Employees who receive Senior or Principal titles shall receive said monies pro-rated and retro to the date of the Desk Audit determination. If any employee moves from Senior to Principal title they shall receive the lump sum pro-rated for the time spent in the Senior title and pro-rated for the time spent in the Principal title.

LUMP SUM PAYMENT – SENIOR TITLE:  \$800 (Eight Hundred Dollars)	LUMP SUM PAYMENT - PRINCIPAL TITLE:  \$900 (Nine Hundred Dollars)
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J. CONSTRUCTION OFFICIAL:

- Step 1 (1-5 yrs experience)                      \$80,000 minimum
- Step 2 (6-10 yrs experience)                      \$90,000 minimum
- Step 3 (11-15 yrs experience)                      \$100,000 minimum
- Step 4 (15+ yrs experience)                      \$110,000 minimum

1. Effective January 1, 2017, current White Collar employees, who are in the title of Construction Official shall be placed in the appropriate Step above, based on their number of years of experience. Their 2016 base salary shall be adjusted to the minimum rate of the Step in which they have been placed and they shall receive the difference in pay, retroactively for the 2017 contract year in place of receiving the negotiated percentage raise for contract year 2017. On January 1 of each contract year thereafter they shall receive the negotiated percentage increases listed in the Agreement.

2. New Hire White Collar employees, or an employee who has been promoted to the title of Construction Official during the term of the agreement shall be placed in the appropriate Step, based on their number of years of experience effective on the date of the promotion or hire and they shall begin at the minimum rate for that Step which shall be in place of receiving the negotiated percentage increase for that contract year. On January 1 of each contract year thereafter they shall receive the negotiated percentage increases listed in the Agreement.
3. The Construction Official salary depends on shared services agreements and income collected from fees. If fees and shared services drop, the salary and hours could be reduced. The Township and the Union shall immediately meet and negotiate any change that occurs that would reduce work hours and salary.

K. ELECTRIC SUB CODE, INSPECTOR, HOUSING OFF, BLDG PLUMB & FIRE INSPECTOR:

- Effective and Retro to 1/1/17 - Electric Sub Code \$8,160 per year
- Effective and Retro to 1/1/17 - Electric Inspector \$40.00 per hour
- Effective and Retro to 1/1/17 - Housing Off, Bldg, Plumb & Fire Inspector \$49,544.00

Effective January 1, 2017 Employees listed in the titles above shall have their 2016 rate increased by the new 2017 rates above. Employees in these titles shall also receive the 2017 negotiated percentage raise retroactive for each contract year beginning on January 1, 2017 after the new 2017 rate above has been applied to their 2016 rate.

L. SENIOR EMPLOYEE DIFFERENTIAL ADJUSTMENTS – WHITE COLLAR

1. In order that employees' who have remained at the maximum pay rate of a grade for a number of years without a salary adjustment, may receive some compensation beyond that fixed for the pay grade, the following senior employee differential adjustments are agreed to. The Township will provide the dates for each employee as to when their particular senior employee differential adjustment will be applied.
2. For employees hired prior to January 1, 1989:
  - a) When an employee has remained at the maximum pay rate of one or more grades for 48 months of service, an adjustment equal to 5% of the maximum pay for their grade shall be added to the employee's base salary for White Collar Employees.
  - b) When an employee has remained at the maximum pay rate of one or more grades for 108 months of service, an additional adjustment equal to another 5% (for a total of 10%) shall be added to the employee's base salary for White Collar Employees.
  - c) When an employee has remained at the maximum pay rate of one or more grades for 168 months of service, an additional adjustment equal to another 5% (for a total of 15%) shall be added to the employee's base salary for White Collar Employees.

3. For employees hired on or after January 1, 1989:
- a) When an employee has remained at the maximum pay rate of one or more grades for 48 months of service, an adjustment equal to \$500.00 (five hundred dollars) shall be added to the employee's base salary for White Collar Employees.
  - b) When an employee has remained at the maximum pay rate of one or more grades for 108 months of service, an additional adjustment equal to \$500.00 (five hundred dollars) for a total of \$1000.00 (one thousand dollars) shall be added to the employee's base salary for White Collar Employees.
  - c) When an employee has remained at the maximum pay rate of one or more grades for 168 months of service, an additional adjustment equal to \$500.00 (five hundred dollars) for a total of \$1,500.00 (one thousand five hundred dollars) shall be added to the employee's base salary for White Collar Employees.
  - d) Senior employee differential adjustment payments will be included into the base pay for pension purposes for White Collar Employees.
  - e) If an individual retires during the year, he/she will receive the remaining portion of the senior employee differential adjustment in a lump sum payment.
  - f) The senior employee differential adjustment for all employees who are eligible during the calendar year shall be paid simultaneously with the salary advancement noted in Article XIII, Section A above unless otherwise specified herein for White Collar Employees.

#### **ARTICLE 14 - HOURS OF WORK, OVERTIME, MEAL ALLOWANCE, EMERGENCY WORK PROCEDURES**

- A. The regular work week shall consist of 35 hours worked, Monday - Friday, with a minimum of seven consecutive hours worked for each work day. The Township may adopt a work week consisting of 4 or 5 consecutive days worked.<sup>1</sup>
- 1. The four-day work week shall consist of one long day equal to 11 hours worked and 3 shorter days equal to 8 hours worked for a total of 35 hours. The start time for the 3 shorter days shall be no earlier than 7:30 a.m. and the end time no later than 5:00 p.m. at the employee's option. The start time for the long day shall be no earlier than 7:30 a.m. and the end time no later than 8 p.m., at the employee's option. However, once a selection is made it shall not be varied from and shall become the employee's regular schedule. This shall not preclude a change being requested and made for personal reasons.
  - 2. The five-day work week shall consist of 5, 7 hour days starting no earlier than 7:30 a.m. and ending no later than 5 p.m. at the employee's option; however, once a selection is

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<sup>1</sup> White Collar schedules must be amended to reflect agreed-upon current schedules.

made it shall not be varied from and shall become the employee's regular schedule. This shall not preclude a change being requested and made for personal reasons.

3. The long day shall not fall on a Friday. Currently, the long day is Monday.
4. Consistent with the above parameters, the Township may vary the start and end time of a workday in an individual department to reflect the work assignments of the Township.
5. All employees working the long day shall receive one additional break. Lunch time shall not be paid, and shall be either  $\frac{1}{2}$  hour or 1 hour, depending upon the schedule selected by the employee.
6. The Township shall be permitted to make a change in the schedule consistent with the parameters described herein, provided that it gives at least 60 days' notice of any change in the schedule to employees and the Union to allow for employees to handle any child care, personal or family issues that would be caused by such a change.
7. All overtime in excess of 35 hours in the workweek shall be paid at the rate of time and one-half times the regular straight time rate. The payment will be in either cash or compensatory time at the Township's discretion. Any work that is in addition to the designated work day for the long day of the four day work week shall be compensated with hour for hour comp time in the event that the employee does not exceed the 35 hours in that workweek; if the employee exceeds the 35 hours, the additional time will be overtime. Compensatory time balance shall be capped at 50 hours and the Township shall pay any additional time earned as cash, not compensatory time.
8. Employees called into work from home on an emergency call-in outside their regular work day shall be guaranteed a minimum of two hours pay at time and one-half.
9. Overtime shall be distributed equally insofar as practical among the employees who are qualified and able to perform the required work.
10. Overtime for Municipal Court employees (excluding managerial) shall be capped at \$10,000 total for the department annually. All time after the exhaustion of overtime for the court must be taken in comp time at the one and half time rate.
11. Construction Official, Zoning Official, Flood Plain Manager with 3 Sub Codes and shared services are 35 (thirty-five) hours per week positions in a four (4) day work week of Monday to Thursday.
12. Construction Office - non permanent/permanent part time employees are 30 (thirty) hours per week in a four (4) day work week of Monday to Thursday from 9 a.m. to 4:30 p.m.

13. Courts Office- non permanent/permanent part time employees are 25 (twenty-five) hours per week, scheduled on Monday, Tuesday and Wednesday in the four (4) day Monday to Thursday work week.

B. MEAL ALLOWANCE: All employees shall be eligible for meal allowances which shall be paid to the employee within the pay period in which the meal(s) were taken and shall be applied in the following manner:

1. Employees working overtime shall receive a meal allowance of fifteen dollars (\$15.00) after working four (4) consecutive hour segment, with a maximum meal allowance of forty-five dollars (\$45.00) after working three (3) four (4) consecutive hour segments, so long as the four (4) hour segment does not overlap with the employee's regularly scheduled shift. Meal allowances during overtime shall apply to emergency overtime only. Planned overtime for events or scheduled overtime by the supervisors should not include a meal allowance.

C. VOLUNTEER FIREMAN, FIRST RESPONDERS, EMT

1. The Township will grant time off from work with pay for employees who are members of a volunteer fire company serving the municipality, First Responders, EMT or volunteer ambulance drivers of Municipal owned or operated ambulances when such employees are called to respond to alarms occurring during the hours of their employment, as established under N.J.S. 40A:9-160.I, Source Laws 1971, Chapter 200, effective July 1, 1971.

2. Employees must notify the Township Manager and their immediate Supervisor if they are a volunteer, first responder or EMT. Once identified as such, prior to leaving their work assignment, they shall notify their Supervisor of the emergency and the employee shall sign out when called for an emergency and sign in upon return to work. If the emergency extends beyond their regular work day the employee will not be required to return to the work place to sign out and instead will notify the appropriate or designated authority by phone, email or text message that the emergency has gone beyond their regular work day. The same notification procedure shall apply if an employee is involved in emergency response prior to the start of his/her shift.

3. Employees' engaged in assignments as defined below that would make added expenses for the Township, other than wages, would not be permitted to leave for fire or ambulance emergency unless said employee was directed to do so by his/her Township Manager or immediate Supervisor or replaced by non-member of the volunteer fire company or emergency squad for assignments such as, but not limited to the following:

- a) In the act of hauling or spreading hot patch of asphalt;
- b) Pouring concrete;

- c) Any emergency assignment that would jeopardize the life or property of the citizens of the Township.

## **ARTICLE 15 - LEAVES OF ABSENCE**

### **A. Definitions:**

1. The term "year", as used herein, shall be deemed to be a calendar year from January 1 to December 31.
2. The term "day" shall be a normal tour of duty and shall be calculated in terms of the hours worked by the employee. All leave shall be credited and utilized in hourly increments.
3. Permanent part-time employees shall receive a pro-rata share of these leave benefits. Employees serving in such a position will receive a pro-rated share of vacation and sick time as per Civil Service regulations. They shall receive Holiday pay as per Article XVI calculated by their regular work hours (example: their regular workday is for four (4) hours, holiday pay will be for four (4) hours. They shall receive Personal Days as per Article XVI calculated the same as Holiday pay. Permanent part-time employees shall receive all other benefits of the contract unless identified as excluded and are represented by the Union under Article 1 - Recognition.
4. Non-Permanent part-time employees serving in such a position shall receive a pro-rated share of these benefits as described below:
  - (4) Four Paid Holidays: Memorial Day, Juneteenth, Independence Day, Thanksgiving Day and Christmas Day;
  - (4) Four Paid Sick Days
  - (3) Three Paid Vacation Days
  - (1) One Paid Personal Day
  - (3) Three Paid Bereavement DaysThey shall receive such benefits calculated by their regular work hours (example: their regular workday is for four (4) hours, benefit pay for Holiday, Sick, Vacation, Personal and Bereavement Leave, will be for four (4) hours).

Non-Permanent part time employees shall receive all other benefits of the contract as described herein, as well as all other benefits of the contract as described in this Agreement, unless otherwise identified as excluded. Non-Permanent part time employees are represented by the Union under Article 1 - Recognition.

### **B. Leave Calculations:**

Each employee will receive full leave credit at the commencement of the calendar year in which the employee's employment anniversary occurs. If the employee terminates during the year, the leave will be recalculated according to the actual time served. The employee will be paid for the unused vacation leave. The employee will reimburse the Township for all leave advanced to him that was not earned prior to his termination.

C. Holidays:

1. All full-time personnel who work a five-day workweek will receive the following holidays with pay provided the Department Head determines that absence of the particular employee or employees on the designated holiday will not interfere with the efficient operation of the department. An employee not receiving time off on the designated holiday shall receive time off with pay on such day as the department head determines will not interfere with the department's efficient operation.

New Year's Day	Columbus Day
Martin Luther King's Day	Election Day
Presidents' Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
June 19th	Christmas Eve*
Independence Day	Christmas Day*
Labor Day	Employee's Birthday

If the holiday should fall on a Sunday, the following Monday will be recognized as the holiday; if the holiday should fall on a Saturday, the preceding Friday will be observed

2. Holidays For Employees on a Four-Day Workweek - White Collar Employees:

- a) Employees shall receive at least 98 hours of holiday pay for the 14 designated holidays above plus an additional day off for the employee's birthday. The holiday pay shall reflect the hours worked each day, namely 11 hours holiday pay on the longer day worked in the 4 day workweek and 8 hours holiday pay on the three shorter days during the 4 day workweek.
- b) Effective June 11, 2015, an employee shall receive 8 hours of birthday holiday time to utilize either on a short day or on a long day during his/her regular workweek. If the employee selects to schedule his/her birthday holiday on a long day, he/she must supplement the 8 hours holiday with 3 hours of vacation, personal or comp time to fulfill the 11-hour day. Notwithstanding the foregoing, an employee shall receive 11 hours of holiday time if his/her natural birthday falls on a long day in their regular work week and they select to schedule that day as their holiday.
- c) There will be no holiday pay for a holiday that falls on a Friday unless the total paid for the 14 designated holidays would be less than 98 hours, in which case the employee shall receive paid time off so that the total holiday hours are at least 98 in the calendar year.
- d) If the holiday should fall on a Sunday, the following Monday will be recognized as the holiday; if the holiday should fall on a Saturday, the preceding Thursday will be observed.

3. Provisions Applicable to Employees on the 4 day and 5 day workweek:
  - a) If a holiday should occur when an employee is on a paid leave of absence, he/she will be paid for the holiday and it will not be charged to his/her leave. Any new days granted by the Federal Government as national holidays or days proclaimed by the State Government will be included as paid holidays and included above.
  - b) If an employee is on a leave of absence without pay on the days before and after a holiday, he/ She will receive no pay credit for that holiday. However, should he/she return to his/her employment the day before, or the day following a holiday, he/she will receive pay credit for the holiday.
4. Permanent Part Time White Collar Employees shall receive holiday pay as described in Article XVI, Definitions 1 (c). Non-Permanent Part-Time White Collar Employees shall receive holiday pay as described in Article XVI, Definitions 1 (d).

D. Annual Leave (Vacation Leave):

1. Permanent full-time personnel will receive vacations with pay at such times as the Department Head determines will not interfere with the efficient operation of the department:

<b>Years of Employment</b>	<b>Days Vacation</b>
0 through 1	1 day per month of employment
After 1 through 5	17 days per month
6 through 10	20 days per year
After 10	25 days per year
21 and over	30 days per year

2. The above vacation schedule applies to all full time employees hired before January 1, 1999 and have ten (10) or more years with the Township as of December 31, 1997. Employees who have less than 10 years of employment as of 1/1/98 shall be capped at 25 paid vacation days for 10 years and thereafter for White Collar Employees.
3. For all White Blue Collar Full Time Employees, hired on or after January 1, 1999, the following vacation schedule shall apply effective January 1, 2017. This vacation schedule replaces the vacation schedule outlined in the 2013-2016 contract agreement for White Collar Employees that were hired on or after January 1, 1999.

<b>Years of Employment</b>	<b>Days Vacation</b>
0 through 1 year	1 day per month of employment
After 1 year through 5 years	17 days per year
6 years through 14 years	20 days per year
15 years and over	25 days per year



4. Unused vacation may be accumulated beyond the calendar year in which it is earned but must "be used in the next calendar year". Leave taken is automatically charged against the earliest leave available to the employee.
5. Annual leave not taken within these time limits shall be eliminated except when an employee is prevented from using his leave due to the work load and/or assignment of the Township. In this instance, the employee shall be reimbursed for this leave rather than its elimination. An employee who is unable to utilize his/her accumulated vacation leave must notify the Township Manager at least 30 (thirty) days prior to the end of the year. Vacation requests shall not be unreasonably denied however management will consider operational coverage, especially during summer months.
6. In addition, any employee wishing to have his/her pay check in advance of his/her vacation may do so at the nearest pay period before his/her vacation.

E. Sick Leave:

1. Full time employees shall be entitled to one day of sick leave credit for each month worked during the remainder of the calendar year following full time appointment, and fifteen (15) sick leave credit in each year thereafter.

Permanent Part time employees shall receive sick leave credit as described in Article XVI, Definitions 1 (c), and as per Civil Service Regulations.

Non-permanent part time employees shall receive sick leave credit as described in Article XVI, Definitions 1(d).

2. Sick leave, for the purpose of this paragraph, is defined as absence from work because of illness, accident, exposure to contagious disease, attendance to a member of the immediate family who is seriously ill and requires the employee's care or attendance.
3. A certificate from the employee's physician may be required; or, if the absence is because of the need for attending to a member of the immediate family, a certificate from a physician in attendance may be required by the Township Manager whenever such requirement appears reasonable. In addition, a certificate from the employee's physician will be, in any event, required if the employee is absent due to illness for more than three (3) consecutive days.
4. In case of an illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty for one day or less, only one medical certificate shall be required for every six month period as a sufficient proof of need of leave of absence of the employee; provided, however, the certificate must specify the nature of the illness, identify its adverse symptoms and state that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

5. Unused sick leave will accumulate to the credit of the employee from year to year to be used when needed. Excludes Non-permanent part time employees described in Article XVI, 1(d).
6. Sick Leave on Retirement: Full Time and Permanent Part Time White Collar (Excluding non-permanent part time employees described in Article XVI, Definitions, 1 (d):

In order to recognize those employees who use a minimum of sick leave and encourage work attendance, the Township shall reimburse employees upon retirement for one-half of their accumulated sick leave in an amount not to exceed 65 days pay. Retirement in this context means the receipt of retirement benefits in accordance with the Public Employees' Retirement System (PERS).

F. Bereavement Leave: Full Time and Permanent Part Time White Collar Employees excluding Non-Permanent part time employees:

1. Five (5) paid days bereavement leave will be granted when death occurs in the immediate family, namely, the death of a spouse, child, stepchild, parent, step mother, step father, mother or father-in-law, brother, sister, grandparents or grandchild, including spousal relationship or significant other of the employee, Domestic Partner and Civil Union Partner. If an employee must travel out of State one extra paid day will be allowed for travel. If bereavement leave occurs during vacation, that vacation will stop and bereavement leave will begin. The vacation log will be adjusted to correct the time if necessary.
2. Two (2) paid days bereavement leave will be granted when death occurs in the immediate family, namely, the death of an Employees' Aunt, Uncle.
3. Non-Permanent Part time Employees, excluding Substitute Guards, shall receive bereavement leave as described in Article XVI, Definitions 1d. Immediate family shall be defined as described in 6 (a) above.

G. Military Leave:

1. In accordance with the provisions of Statute, employees who are members of the National Guard required to undergo annual field training shall be entitled to leave of absence with pay for the duration of the field training. Such employees will be paid during periods of local emergency when ordered to active duty for a period not exceeding two (2) weeks.
2. Employees who volunteer or are ordered into the armed forces during time of war may be granted military leave without pay for the period of actual military service with the right to return to the employees' position upon release from active duty.

H. Maternity Leave, Family And Medical Leave:

1. Maternity leave of absence must be requested in writing and may be taken for a period of only three (3) calendar months from the date of birth of the infant. Accumulated sick leave may be utilized during pregnancy, prior to the birth of the child and after maternity leave,

when a physician's certificate is furnished indicating that the employee is unable to work for reasons of health.

2. The Township cannot guarantee to hold the employee's position open beyond the expiration date of the maternity leave of absence. The Township shall comply with all rules and regulations of the Family and Medical Leave Act (FMLA) for (a) and (b) of this Article.
3. Family And Medical Leave: The Township shall comply with all rules and regulations of the Family and Medical Leave Act (FMLA). The Township agrees that an employee's seniority with the Township shall not be affected if they use Family or Medical Leave. No employee shall have any loss of benefits, salary increases, bonus payments or other negotiated benefits while on unpaid or paid family medical leave. If an employee believes their FMLA rights are being violated they shall use the grievance and arbitration procedure of the contract for relief if they choose to.

I. Jury Duty:

1. All Employees who are summoned for service as jurors will be excused on days they are required to be present in court. If the employee is not required to be present for jury duty for the entire work day, he/she must return to work immediately upon dismissal. All employees shall receive full pay for time served during jury duty less any juror's allowance.

J. Leave Of Absence Without Pay:

1. An appointing authority may grant permanent employees a leave of absence without pay for a period not to exceed one year. A leave may be extended beyond one year for exceptional circumstances upon request of the appointing authority and written approval of the Civil Service Commission.

K. Injury Leave, Workers' Compensation:

1. Employees who are injured in the line of duty and must be absent from work and supply a medical certificate substantiating that the injury precludes their performing any work shall be given injury leave with pay.
2. If it is determined that the injury is work related, the employee shall then be entitled to Worker's Compensation. Employees on Worker's compensation shall receive their full pay until they are eligible to return to duty.
3. All paid time under this agreement shall continue to accrue to the employee's benefit during a leave of absence for an injury while an employee is on worker's compensation. Employees shall not suffer any loss in seniority while on worker's compensation.

L. Personal Days:

1. Permanent full-time White-Collar employees shall be allowed up to four (4) days paid leave annually which may be used for personal business. This leave may be taken in hourly increments.

2. Permanent Part Time White Collar employees shall be allowed up to four (4) paid days leave annually as described in Article XVI, Definitions 1 (c) and herein.
3. Non-Permanent Part-Time White-Collar employees shall be allowed up to one (1) paid days leave annually as described in Article XVI, Definitions 1 (d).
4. Each employee desiring to take a personal leave day shall notify his/her supervisor at least 24 hours in advance of his or her intent to do so. The Supervisor may waive this 24 hour notice in emergency circumstances.
5. Personal days are to be used only to conduct business that cannot normally be accomplished after working hours or on weekends. Examples of such personal business are litigation and court appearances, financial settlements and consultation with lawyers, graduations, emergency breakdowns at home, conferences at school, religious services, etc., but not necessarily held to these examples.
6. No employee shall take a personal leave day on the business day immediately preceding or following a paid holiday or vacation day, except in the case of an emergency.
7. Personal leave days must be used during the calendar year and cannot be accumulated.

## **CROSSING GUARDS TERMS**

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### **ARTICLE 12 - UNIFORMS**

- A. The Township shall issue, within 90 days of hire for a new employee, excluding part time substitute guards, the full uniform entitlement listed below. Upon the first (1st) day of hire a new employee shall receive a stop sign and a vest.

3 Short Sleeve T Shirts

1 Winter Cap

1 Winter/Spring - Coat/Jacket with removal hood and removal insert

1 Rain Coat

1 Stop Sign

1 Vest

1 Identification Tag - Any new hire guard will be issued the ID Tag within three (3) business days.

The winter coat will also be a spring jacket - the hood will be removable as well as the inside of the winter coat. (2 separate coats will not be issued).

Pants and shirts are the acceptable dress code to be worn by crossing guards in the performance of their duty. Such items must be dark blue or black in color and are not paid for or supplied by the Township.

The above list of uniforms shall be issued to any current guard, excluding part time substitute guards who do not have the full allotment. Guards who have the full allotment but need replacement clothing shall turn in the worn article and have it replaced. Guards are responsible for all issued uniforms, they shall maintain the care as per the washing instructions of the clothing, lost or stolen items will be the financial responsibility of the guard and must be replaced by the guard. Guards who quit must return all uniforms and ID Tag to the Employer immediately, or they shall be responsible to pay for the replacements. The Township shall hold their final pay until all items are returned. Any guard who intends to leave the service of the Township must provide the Township with their reason for separation, such reason must be in writing, dated and signed by the employee prior to leaving.

B. SUBSTITUTE GUARDS: Upon hire, part time substitute guards shall receive the following:

- 1 Identification Tag Safety Equipment
- 1 Stop Sign
- 1 Vest

Such items shall be replaced by the Township when they are in disrepair. The Union shall provide the Township with a list of uniforms and equipment that is in poor condition that needs replacement.

C. CROSSING GUARDS SHOE AND/OR BOOT REIMBURSEMENT:

All Guards, excluding part time substitute guards, shall be reimbursed for shoe and boots covering the replacement or maintenance of shoes or boots annually. The boot and shoe reimbursement shall not be less than \$50.00 (fifty dollars annually) per guard. Shoe and Boot items must be waterproof, have proper support and be comfortable to wear and must be dark in color.

D. All Crossing Guard Employees

1. Any articles provided by the Employer are to be worn only during working hours or when approved by the Supervisor for hours worked outside of the normal working hours, i.e., events, overtime, emergencies etc.
2. Articles of clothing are the property of Mount Holly Township, but the sole responsibility of the employee. Articles lost shall be paid for by the employee who was assigned the articles. Prior to the issuance of the final paycheck of an employee, the employee must account for all Township property assigned to him. Replacements shall be provided upon the employee turning in the item to be replaced.
3. Safety equipment and uniforms must be worn as prescribed by the Township. All safety and health rules must be obeyed by the employees.

**ARTICLE 13 - PAY PLAN AND EVALUATION:**

- A. Effective and retroactive to January 1, 2022 all Crossing Guards and Substitute Guards shall receive the following hourly increases listed below in accordance with the salary scale below. Employees move in steps A through D each January and new hires begin in step "A" and remain in step A until the end of the calendar year in which they were hired. On January 1 of the next year they move to step B rate, moving each January until they reach D rate.
- B. Employees shall move through all Steps A to D during negotiations of a successor agreement and including after the expiration of the agreement. They shall receive the next step rate in the salary scale below as outlined in the above paragraph.
- C. All new increased rates that were negotiated in the successor agreement, which has been ratified by both parties shall then apply and the employee(s) shall receive the difference in the increase that was negotiated, which shall be paid retroactively to Jan 1. If the employee was also moving in to the next step they shall also receive the difference in the increase that has been negotiated for the next step, which shall be retroactive to Jan 1.

Increases:	1/1/2022	\$0.80 per hour added to base
	1/1/2023	\$0.80 per hour added to base
	1/1/2024	\$0.80 per hour added to base
	1/1/2025	\$0.50 per hour added to base
	1/1/2026	\$0.50 per hour added to base

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
2022	17.70	18.20	18.70	19.20
2023	18.50	19.00	19.50	20.00
2024	19.30	19.80	20.30	20.80
2025	19.80	20.30	20.80	21.30
2026	20.30	20.80	21.30	21.80

**ARTICLE 14 - HOURS OF WORK, OVERTIME, MEAL ALLOWANCE, EMERGENCY WORK PROCEDURES**

**A. CROSSING GUARDS AND SUBSTITUTE GUARDS:**

- 1. The hours of work for Crossing Guards, including part time substitute guards, shall be assigned by the Employer in conjunction with the Board of Education.
- 2. The Union shall be notified for any change in work hours and if the change in hours causes a reduction in the current daily hours, the Employer and the Union shall immediately meet to negotiate the change.
- 3. Upon reaching an agreement, any pay increases shall be retroactive.

**B. SPECIAL EVENTS:**

1. Any Crossing Guard who works any special event shall receive a two hour (2) minimum at the employees regular salary for performing the special service. If the service performed is for longer than the two (2) hours, then the guard shall receive any excess above the two hour minimum for the amount of time he/she has worked. Part time substitute guards must be scheduled to work to receive this benefit.
2. Special services/special events are assigned by seniority with the most senior guard being offered the work first and continuing until all the work is assigned. The Training/ Attendance Coordinator shall maintain one (1) special services/special event list that covers all events and shall rotate guards by seniority for special service/special events offered. A refusal by a Guard to work a special service/special event shall have their name moved to the bottom of the list for that event and they will not be offered work again until the list has been exhausted.
3. The Training/ Attendance Coordinator shall maintain the call list for all special events. In the event the Coordinator had to leave a phone message for the event, the Guard must respond within two (2) hours to the Coordinator if they want to work the event. The Coordinator will move to the next most senior person on the list if they have not heard from the Guard within the two hour period and the guards name will move to the bottom of the list.
4. Any guard who does not want to work special services/special events must provide the Coordinator with a written letter indicating that they do not want to be placed on the seniority list and called for event work. If the guard decides to revoke their letter they must do so in writing requesting that they be placed back on the list. The Coordinator will then place the guard in the proper seniority on the list.

C. SNOW DAY EVENT:

All Guards including part time substitute Guards who were scheduled to work on that day, shall be paid the full day's pay when weather conditions cause schools to close early and the employee suffers a loss in their regular work hours for that day. In the event the school closure increases the regular work hours, the employee shall be paid their regular hourly rate for all hours worked.

D. SPECIAL EVENT PAY ON A HOLIDAY:

If a special event occurs on a day that is designated as a Holiday as outlined in Article XVI, Holidays, Guards shall be paid a minimum of two hours (2) pay at the overtime rate of one and one half times their regular hourly rate and if the event is for more than two (2) hours they shall be paid the overtime rate of one and one half times their regular hourly rate for all hours worked over the minimum of the two (2) hours. Part time Substitute Guards must be scheduled to work to receive this benefit.

E. CROSSING GUARDS AND SUBSTITUTE GUARDS - PAYCHECK STUBS:

Employee paycheck stubs shall include the employee(s) current hourly rate. The employee(s) available paid vacation, sick, personal and holiday time shall be listed on the paycheck stub beginning each January.

Upon usage of such paid time the employee(s) paycheck stub shall include the balances available after each deduction throughout the year.

## **ARTICLE 15 - LEAVES OF ABSENCE**

### **A. Definitions:**

1. The term "year", as used herein, shall be deemed to be a calendar year from January 1 to December 31.
2. The term "day" shall be a normal tour of duty and shall be calculated in terms of the hours worked by the employee. All leave shall be credited and utilized in hourly increments

### **B. Non Permanent Crossing Guards and Substitute Guards:**

Crossing Guards and Substitute Guards under this Agreement are not considered seasonal employees and they shall receive the paid leave benefits described in Article XVI, as well as all other benefits of the contract as described in this Agreement unless otherwise identified as excluded. Crossing Guards and Substitute Guards are represented by the Union under Article 1 - Recognition.

### **C. Leave Calculations:**

Each employee will receive full leave credit at the commencement of the calendar year in which the employee's employment anniversary occurs. If the employee terminates during the year, the leave will be recalculated according to the actual time served. The employee will be paid for the unused vacation leave. The employee will reimburse the Township for all leave advanced to him that was not earned prior to his termination.

### **D. CROSSING GUARDS, SUBSTITUTE GUARDS:**

1. All Employees, excluding Substitute Guards (see below) shall receive a total of nine (9) paid holidays as listed below. All holidays will be taken on the days in which the holiday falls.

Martin L. King's Day	Mid-Winter School Recess (Two (2)
Memorial Day	Days)
Columbus Day	
Thanksgiving Day	NJEA Convention (Two (2) Days)
Day After Thanksgiving Day	

2. In the event that an employee works any holiday listed above they shall be paid one and one half times their straight time rate for all hours worked on the holiday. If the holiday is also a Special Event Pay Day as listed in Article XIV, C -Special Services, and the Guard



works the special event holiday, they shall receive the pay listed in Article XIV, C, and as listed below.

3. Special Event Pay on a Holiday - if a special event occurs on a day that is designated as a Holiday as outlined in this Article, they shall be paid a minimum of two (2) hours pay at the overtime rate of one and one half times their regular hourly rate and if the event is for more than two (2) hours they shall be paid the overtime rate of one and one half times their regular hourly rate for all hours worked over the minimum of the two (2) hours. Part time substitute guards must be scheduled to work to receive this benefit.

E. Substitute Guards: Substitute guards shall be paid at their regular rate if they were scheduled to work any holiday listed above. If the holiday is also a Special Event Pay Day as listed in Article XIV, C, Special Services, the substitute guard who was scheduled to work the special event holiday shall receive the pay as listed in Article XIV, C, and as listed above.

F. CROSSING GUARDS:

1. New Hires Full Time shall receive one (1) paid vacation day per month for each month employed during the school year up until the end of the calendar year in which they were hired for a total of up to nine (9) paid vacation days. They shall not receive more than nine (9) vacation days in a calendar year. On January 1 of the next year they shall receive nine (9) paid vacation days up front each year.
2. All other guards, excluding part time substitute guards, shall receive nine (9) paid vacation days on 1/1 of each calendar year.
3. Vacation days may be used in conjunction with Christmas or Easter Recess or scheduled with the Training/Attendance Coordinator for use during the calendar year.
4. Upon request and approval of the Supervisor an employee may substitute paid vacation time for bereavement leave.
5. Upon separation of employment in good standing, guards shall be paid for all unused vacation at the rate of 100% for each unused vacation day. Should the guard separate prior to the end of the calendar year all time will be pro-rated.

G. Sick Leave:

1. Crossing Guards, excluding Substitute Guards shall receive four (4) paid sick leave days per year. Unused sick leave will accumulate to the credit of the employee from year to year without limit to be used when needed. Sick days are provided on January 1 of each calendar year in advance of usage. Upon request and approval of the Supervisor an employee may substitute paid sick time for bereavement leave.

2. Sick leave, for the purpose of this paragraph, is defined as absence from work because of illness, accident, exposure to contagious disease, attendance to a member of the immediate family who is seriously ill and requires the employee's care or attendance.
3. A certificate from the employee's physician may be required; or, if the absence is because of the need for attending to a member of the immediate family, a certificate from a physician in attendance may be required by the Township Manager whenever such requirement appears reasonable. In addition, a certificate from the employee's physician will be, in any event, required if the employee is absent due to illness for more than three (3) consecutive days.
4. In case of an illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty for one day or less, only one medical certificate shall be required for every six month period as a sufficient proof of need of leave of absence of the employee; provided, however, the certificate must specify the nature of the illness, identify its adverse symptoms and state that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.
5. Unused sick leave will accumulate to the credit of the employee from year to year to be used when needed. Excludes Non-permanent part time employees described in Article XVI, I(d).
6. Sick Leave on Retirement: Non-Permanent Crossing Guards. (Excluding non-permanent Substitute Guards and excludes non- permanent part time employees described in Article XVI, Definitions, 1 (d):

In order to recognize those employees who use a minimum of sick leave and encourage work attendance, the Township shall reimburse employees upon retirement for one-half of their accumulated sick leave in an amount not to exceed 65 days pay. Retirement in this context means the receipt of retirement benefits in accordance with the Public Employees' Retirement System (PERS).

#### H. Bereavement Leave:

1. Crossing Guards: Excludes Substitute Guards, shall receive three (3) bereavement leave days with pay. Paid sick days may be substituted for bereavement leave.

Definition: Bereavement leave can be used for employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relative residing in the employee's household, domestic partner and civil union partner (as defined under NJ State Domestic Partnership and Civil Union laws) and a child of such for whom the employee has legal guardianship and physical custody. For good cause the definition of immediate family may be expanded upon approval of the Chief of Police or his designee.

I. Military Leave:

1. In accordance with the provisions of Statute, employees who are members of the National Guard required to undergo annual field training shall be entitled to leave of absence with pay for the duration of the field training. Such employees will be paid during periods of local emergency when ordered to active duty for a period not exceeding two (2) weeks.
2. Employees who volunteer or are ordered into the armed forces during time of war may be granted military leave without pay for the period of actual military service with the right to return to the employees' position upon release from active duty.

J. Maternity Leave, Family And Medical Leave:

1. Maternity leave of absence must be requested in writing and may be taken for a period of only three (3) calendar months from the date of birth of the infant. Accumulated sick leave may be utilized during pregnancy, prior to the birth of the child and after maternity leave, when a physician's certificate is furnished indicating that the employee is unable to work for reasons of health.
2. The Township cannot guarantee to hold the employee's position open beyond the expiration date of the maternity leave of absence. The Township shall comply with all rules and regulations of the Family and Medical Leave Act (FMLA) for (a) and (b) of this Article.
3. Family And Medical Leave: The Township shall comply with all rules and regulations of the Family and Medical Leave Act (FMLA). The Township agrees that an employee's seniority with the Township shall not be affected if they use Family or Medical Leave. No employee shall have any loss of benefits, salary increases, bonus payments or other negotiated benefits while on unpaid or paid family medical leave. If an employee believes their FMLA rights are being violated they shall use the grievance and arbitration procedure of the contract for relief if they choose to.

K. Jury Duty:

1. Crossing Guards, excluding part time substitute guards, who are summoned for service as Jurors will be excused with pay on days they are required to be present in court. If the employee is not required to be present for Jury Duty for the entire work day, he/she must return to work based on the time frame below. Guards will notify the Training/Attendance Coordinator and the Employer of any Jury duty notice so coverage can be scheduled.
2. Guards will notify the Training Coordinator immediately upon their release of Jury Duty or within fifteen (15) minutes of their release that they are able to return to work for the next shift, however, if the next shift is within thirty (30) minutes or less the Guard shall not be required to work the shift and will be paid for the loss of the shift at their regular rate. The alternate guard assigned for that shift will cover the shift.
3. If there is more than a forty five (45) minute notice when a guard is released from Jury Duty, the guard will return to work their regular shift and the alternate guard will be notified

by the Training/Attendance Coordinator that they are being released and will not work the shift nor will they receive pay for not working the shift.

L. Leave Of Absence Without Pay:

1. An appointing authority may grant permanent employees a leave of absence without pay for a period not to exceed one year. A leave may be extended beyond one year for exceptional circumstances upon request of the appointing authority and written approval of the Civil Service Commission.
2. Crossing Guards: Upon recommendation of the employee's supervisor, the Township Manager may grant a leave of absence without pay to a crossing guard, excluding part time substitute guards, for a period not exceeding one (1) year at any one time.
3. Upon return the employee will be reinstated to their former position and pay rate. Any Guard, including part time substitute guards, who leaves the service of the Township must provide the Township with a written letter, signed and dated with the reason for the separation prior to leaving the employment of the Township.

M. Injury Leave, Workers' Compensation:

1. Employees who are injured in the line of duty and must be absent from work and supply a medical certificate substantiating that the injury precludes their performing any work shall be given injury leave with pay.
2. Crossing Guards and Substitute Guards:
  - a) When an employee is injured on duty on their post they shall notify the Chief of Police or his designee immediately so that a departmental report is prepared. The Union Shop Steward and Training/Attendance Coordinator shall also be notified. The employee and the Chief of Police or designee shall prepare an accident report. The employee will be placed on a leave of absence with pay.
  - b) If it is determined that the injury is work related, the employee shall then be entitled to Worker's Compensation. Employee's on Worker's compensation shall receive their full pay until they are eligible to return to duty.
  - c) All paid time under this agreement shall continue to accrue to the employee's benefit during a leave of absence for an injury while an employee is on worker's compensation. Employees shall not suffer any loss in seniority while on worker's compensation.

N. Personal Days:

1. Crossing Guards. except part time substitute guards, shall be entitled to three (3) paid personal days in each year of the contract which may be used for personal use. Requests to use a Personal day must be made to the Supervisor and Training Coordinator at least

twenty-four hours prior the usage, unless in the case of an emergency, notice must be at least one hour before the start of the shift.

2. An Emergency notice that occurs with less than one hour before the start of the shift will be considered depending on the circumstances.
3. Crossing Guards, except part time substitute guards, shall be entitled to two (2) additional paid Personal days in each calendar year, which shall only be used when school is closed for the day due to weather related emergencies.
4. Personal days can be used in one half (1/2) day increments and can not be used in hourly increments.
5. Personal days can not be carried over from year to year.
6. Personal days are provided on January 1 of each year in advance of usage.
7. Upon request and approval of the Supervisor an employee may substitute paid personal days for bereavement leave.

## **ARTICLE 16 - EMERGENCY WORK PROCEDURES AND WEATHER RELATED CLOSINGS**

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### WHITE COLLAR, BLUE COLLAR, CROSSING GUARDS AND SUBSTITUTE GUARDS:

- A. In the event of unsafe conditions, the Township Manager may authorize Department Heads to close operations earlier than the normal working hours.
- B. If conditions exist prior to schedule openings the Township Manager shall notify Department Heads of a delayed opening or a new opening time. If the employee chooses not to report to work, (this excludes Essential, Emergency or any Personnel who may be required to assist in an emergency), a full vacation day, compensating time or other paid time will be charged.
- C. Each Department will have a calling system in place.
- D. Emergency day procedure request will be as follows:
  1. It shall be the Township Manager's responsibility to make decisions as to the necessity of employees to report to work. She/he shall contact all Department Heads to notify them of any decision. If she/he decides an employee need not report to work, that employee shall not have his/her pay docked. This does not apply to Essential, Emergency or any Personnel who may be required to assist in an emergency.

## **ARTICLE 17 - NEW HIRE - NOTIFICATION, EMPLOYEE ORIENTATION**

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- A. The Union Representative and Shop Steward shall be notified of any new hire within ten (10) days of such hire. Notice shall include the employees title, salary, work location and contact information (ie; address, phone number, email etc.,) of the new hire.
- B. The Union Shop Steward shall be permitted time and access to provide new employee orientation to new hires per the New Jersey Workforce Democracy Enhancement Act (WDEA). Union dues shall begin within thirty (30) days of hire.
- C. The Township shall provide quarterly informational reports on bargaining unit employees to the Local Union per the NJ WDEA.

## **ARTICLE 18 - UNION DUES**

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- A. The Township agrees to deduct twice monthly from the base salary of each employee, 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 Union to the Township 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 Township to the Union, c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO Local 1036, 1 Lower Ferry Road, West Trenton, NJ 08628 by the tenth (10) day of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made.
- B. The Union 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.
- C. Dues deduction 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 of any given year. Dues shall be halted beginning with the first pay period of each calendar year.
- D. The Township will immediately supply the Union a copy of any request to halt dues.
- E. 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 19 – EDUCATION BENEFITS, TRAINING, ATTENDANCE COORDINATOR STIPEND, CDL**

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- A. EDUCATION:

1. The Township finds that continuing education for its employees is a worthwhile pursuit. To this end, the Township is prepared to assist in helping its employees defray the costs of work-related educational courses.
- B. The Township may pay for the credit fees charged by an approved educational institute. Courses and costs must be presented in a written memo, to the Department Head and Township Manager prior to enrollment for their approval.
- C. No payments will be made without the Township Manager's written approval. Courses must be directly related to an individual's job. There must be adequate money in the budget for course work. Payments are one time only.
- D. TRAINING, LICENSING -WHITE COLLAR:
  1. The Township shall provide training for all employees in each department that receive packages, mail etc., as to the process for suspicious packages/mail etc.
- E. The Township shall reimburse employees in full for all license renewals within thirty (30) days of the employee providing proof of the renewal.
- F. TRAINING, LICENSING, CDL STIPEND - BLUE COLLAR:
  1. The Township shall pay for the schooling and license and renewals for the Pesticide Certification.
- G. The Township shall provide training for backhoe, sweeper and other equipment and heavy equipment used at the garage.
- H. The Township will reimburse employees for DOT Card and the cost for Physicals. If it is required by the Physician for a 2" physical the Township will reimburse the employee for the cost.
- I. The Township will pay for the cost of the licenses and renewal of any CDL and any training required by U.S. DOT or NJ D.O.T.
- J. Any employee who is currently certified with a CDL A & B or a CDL B license will have their hourly rate increased by the amounts listed below which shall be included in their base pay. These rate increases shall be applied to their current hourly rate before the 2017 negotiated salary increase is applied and shall be included in the retroactive pay raise for 2017.
- K. Employees' who have not yet been certified by January 1, 2017 for any CDL but has either applied for any CDL or is planning on applying for any CDL shall receive the rate increases listed below which shall be added to their current hourly base rate, effective on the date they became certified.

L. A CDL "A" license is an automatic A and B license and employees' shall receive the hourly rate listed in "a" below.

1. Employee Certified with a CDL "A" and "B" License: \$2.75 per hour added to their current hourly base rate.
2. Employee Certified with a CDL "B" License: \$1.25 per hour added to their current hourly base rate.
3. Equipment Operators and Truck Drivers must possess a CDL and are not entitled to receive an additional stipend.

M. TRAINING-CROSSING GUARDS AND SUBSTITUTE GUARDS:

1. New Hire Training: All new hires, including part time substitute guards shall receive a minimum of twenty (20) hours of on the job training by the Training Attendance Coordinator. Such training will include flashing lights and traffic lights first and then trained on each individual corner so they become familiar with traffic patterns as well as the children and pedestrian traffic. They shall be paid at the entry level hiring rate for all hours of training.

N. Yearly Training: Each year all guards including part time substitute guards shall receive training through the police department or an agent that the Chief of Police designates. Such training is considered "class room" training and covers a one to two hour period. Class room training may be held at a facility other than the Township building. Such training is mandatory each year. Each Guard shall be paid for all time spent in class room training and is paid at their current hourly rate. Class room training may cover a variety of issues as well as new regulations, health and safety issues, rules and regulations and assignments.

O. Training/Attendance Coordinator and Stipend:

- a) A Training/Attendance Coordinator will be appointed by the Chief of Police. The Coordinator must have at least five (5) years' experience as a full time guard or at least seven (7) years' experience as a part time substitute Guard.
- b) The Training/ Attendance Coordinator shall work in conjunction with the Chief of Police or his designee and shall be responsible for:
  - Coordinating and Training all new hires.
  - Uniforms - provide a yearly report each September for any uniform needs.
  - Distribute new uniforms or replacements for returned items including Boot and shoe needs.
  - Equipment- Safety Vest, Stop Sign and ID tags - provide notification to the Chief of Police for any equipment needs for ordering. Distribute equipment items upon receipt from the police department.



- Attendance Coordination - The Coordinator shall be available at all times to take all phone calls from crossing guards. The Coordinator shall provide their personal home phone number or their cell phone number to all guards. The Coordinator shall provide coverage for posts unattended due to call outs from guards. The Coordinator will have the ability to assign a Guard to a location different than their regular post when a call out occurs and coverage is needed in another location that has high volume pedestrian and/or vehicle traffic and/or there is a safety issue. If the Coordinator is unable to make the assignment due to workforce shortages, the Coordinator shall immediately notify Central and the Police Department of the shortage.

All call outs from crossing guards must be made to the Coordinator. If due to an emergency they are unable to reach the Coordinator they must call Central and the Police Department immediately. The Call out must be made prior to the start of their regular post time.

Emergency situations will be considered by the Employer.

- The Training/Attendance Coordinator shall be responsible for notification to all guards for attendance at mandatory and/or training meetings as well as any meeting requested by the Supervisor or Chief of Police or his designee. The Coordinator shall keep of log of all calls made and the confirmation from the Guard to attending such meetings.
- The Training/Attendance Coordinator shall be responsible to maintain the seniority list for all guards and the assignment of providing coverage for all special event/special duties work.
- The Training/Attendance Coordinator shall work in conjunction with the Board of Education and advise the Chief of Police or his designee with any special events that a School is sponsoring that will require the needs of Township Guards. The Coordinator must have approval from the Chief of Police or his designee prior to assigning the work, by seniority to the guards.
- The Training/Attendance Coordinator shall work in conjunction with the Police Department for all special Township events that guards are needed for. Upon approval from the Chief of Police or his designee for the hours needed the Coordinator shall assign the work by seniority to the guards.
- The Training/ Attendance Coordinator, along with the Union Shop Steward shall be the representatives for all health and safety issues and shall serve with the Steward as the liaison to the Township for such matters.

- On the first pay period of June of each contract year the Training/ Attendance Coordinator shall receive a lump sum payment for attending to the training, uniforms, equipment, call outs, assignments, coverage and attendance of all employees as follows:

2022	\$1,425
2023	\$1,500
2024	\$1,575
2025	\$1,650
2026	\$1,725

**ARTICLE 20 - PERSONNEL CHANGES**

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Provided they are qualified present employees shall have the first option on any opening in the Township. Appointment to a new position shall be consistent with applicable Civil Service rules and regulations and the Township's salary classifications.

**ARTICLE 21 - LABOR/MANAGEMENT COMMITTEE**

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The Township and the Union shall implement a labor management committee. The committee shall consist of two (2) members from the Township and a Representative from each unit (White Collar, Blue Collar and Crossing Guards) from the Union.

The Labor/Management committee shall meet four (4) times per year, unless an emergency occurs, at which time they shall immediately set a date for a meeting within five (5) days or less, to discuss a variety of matters that will not include health and safety issues but will include such items that relate to conditions of employment such as equipment, upgrades, computer, programs, etc.

**ARTICLE 22 - LIFE INSURANCE**

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The Township provides life insurance for its employees who are insured under the Township's health coverage. The insurance company is Life Insurance Company of North America, but may be changed at the discretion of the Township provided that the level of benefit is equal to or greater than that currently provided.

**ARTICLE 23 – P.E.R.S. (PUBLIC EMPLOYMENT RETIREMENT SYSTEM) AND RETIREMENT**

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A. The employees of the township are enrolled in the Public Employment Retirement System. The Township and the employees shall abide by all rules and regulations of the P.E.R.S. system.

- B. Full-Time Permanent White- and Blue-Collar Employees:
  - 1. Must have fifteen (15) years of service with Mount Holly Township and must be qualified for retirement under PERS.
  - 2. Health Care on Retirement as per Article XII.
  - 3. Sick Leave Payout on Retirement as per Article XVI.
- C. Crossing Guards Retirement:
 

Any Crossing Guard, except part time substitute guards, who retires from the Township of Mt Holly with fifteen (15) or more years of service and must be qualified for retirement under PERS if they are enrolled in PERS, or fifteen (15) or more years of service for those not enrolled in PERS, shall receive the following:

  - 1. The Township shall reimburse employees upon retirement for one-half of their accumulated sick leave in an amount not to exceed 65 (sixty-five) days pay.
  - 2. All Holidays in Article XVI, paid at the rate of 100% for the year in which they retire. Such time will be prorated if retiring prior to the end of the year.
  - 3. All Personal Days in Article XVI paid at the rate of 100% for the year in which they retire. Such time will be prorated if retiring prior to the end of the year.
  - 4. All vacation time paid at the rate of 100% for all days unused and left on the log at the time of retirement. Such time will be prorated if retiring prior to the end of the year.
  - 5. Employees must notify the Employer within sixty (60) days of the date in which they are planning on retiring. In an emergency the time frame may be waived by the Employer.

**ARTICLE 24 - EQUAL TREATMENT & NON-DISCRIMINATION**

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The Township agrees that there will be no discrimination or favoritism practiced upon or shown employees for any reason of sex, age, nationality, race, religion, marital status, political origin, political affiliation, sexual orientation, gender expression (as defined under NJ State law), national origin, color, handicap, association membership, association activities, Union membership and Union activities, or the exercise of any concerted rights or activities or any other legally protected class.

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 25 - CIVIL SERVICE OPT OUT, LAYOFF, RECALL AND FURLOUGH:**

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**A. OPT OUT:**

The Employer shall advise the Union if it is considering opting out of Civil Service. The parties agree to negotiate the impact of opting out of Civil Service prior to the opt out taking effect.

**B. LAYOFF, RECALL AND FURLOUGH -WHITE AND BLUE COLLAR EMPLOYEES:**

The Township agrees to notify the Union of consideration of layoffs or furloughs of any bargaining unit employees. The Township and Union shall meet to discuss alternatives to any layoff or furlough plan. Such meeting shall include a copy of the proposed layoff plan to Civil Service Commission.

**C. CROSSING GUARDS:**

**1. LAYOFF:**

- a) The Employer shall notify the Union when they are considering layoff of any guard. Such notice shall not be less than sixty days (60) days of the actual layoff date.
- b) The Union and the Employer shall meet and discuss alternatives to the layoff, such meeting must take place within fifteen (15) days of the notification that the Employer is considering layoffs.
- c) If a layoff is being implemented all guards will receive not less than a forty-five (45) day notice of the intent of layoff indicating the layoff will occur on the forty-sixth (46) day.
- d) All part time substitute guards shall be laid off first prior any full time guard being laid off. A seniority list will be used with the least senior part time substitute guard being laid off first and continuing until the most senior part time substitute guards are laid off.

2. Full Time Guards: Using the seniority list, the least senior employee shall be the first to be separated from the service of the Township, and continuing with the seniority list in that order until all positions seeking to be removed have been completed.

3. RE-CALL: Using the same seniority list as described above, the last senior employee removed shall be the first to be recalled back to work, from the full time guard seniority list. Once all full time guards have been recalled the Employer will move to the part time substitute list bringing back the last senior part time substitute guard first and continuing with the part time seniority list until all positions needed have been filled.

**ARTICLE 26 - SEPARABILITY PROVISION**

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A. The Township and Union recognize the authority of the Federal and State Governments dealing with economic controls. Therefore, salary or wage increases or other economic changes will be implemented to the extent that such implementation is not prohibited by law.

B. If any provision of this Agreement or any application is held to be invalid by legislative changes or by a court of competent jurisdiction, such provision shall be inoperative, and the Union and the Employer will immediately meet and negotiate any such change to the agreement, but all such other provisions shall not be affected thereby and shall continue in full force and effect.

## **ARTICLE 27 - TERMS OF AGREEMENT**

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- A. This Agreement shall govern all employees in the Bargaining Unit employed by the Township on the date of execution of this agreement and thereafter. Employees who have retired, resigned or been terminated prior to the execution of this Agreement shall not be entitled to the benefits of the Agreement to any new or increased level, such as any retroactive salary payment.
  
- B. The term of the Agreement shall be from January 1, 2022 through December 31, 2026 and shall automatically renew itself unless either party notifies the other at least 90 (ninety) days prior to the expiration of its intent to negotiate a successor agreement.
  
- C. All terms and conditions of this agreement shall remain in effect for successor agreements unless amended by mutual agreement.

**IN WITNESS WHEREOF, this Agreement has been executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

For CWA:

For Mount Holly Township:

\_\_\_\_\_  
Adam Liebttag, Local President

\_\_\_\_\_  
Jason Jones, Mayor

\_\_\_\_\_  
Billie Scelza, Staff Representative

\_\_\_\_\_  
Joshua Brown, Township Manager

\_\_\_\_\_  
Christine Cain, Bargaining  
Committee

\_\_\_\_\_  
Timothy Fuller, Bargaining  
Committee

\_\_\_\_\_  
Jeff Reeve, Bargaining Committee

## **ATTACHMENT "B"**

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Admin Assistant to Chief  
Records Clerk  
Court Clerk  
Deputy Registrar  
Finance/Tax Clerk  
Vital Statistics Clerk  
Construction Official  
Tech Assistant to the Construction Official  
Court Administrator  
Deputy Court Administrator  
Housing Inspector  
Laborer  
Recreation Director  
Truck Driver  
Equipment Operator  
Housing Inspector  
Crossing Guards