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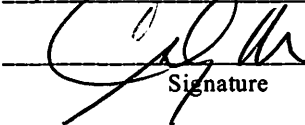
I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 11/1/2021 thru 12/31/23

Employer: TOWNSHIP OF WARREN

County: SOMERSET COUNTY

Date: SEPTEMBER 30, 2024

Name: CATHY REESE
Print Name

Title: TOWNSHIP CLERK

Signature

AGREEMENT

Between

THE TOWNSHIP OF WARREN, SOMERSET COUNTY, NEW JERSEY

and

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

EFFECTIVE: January 1, 2021 through December 31, 2023

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PREAMBLE

THIS AGREEMENT, entered into this 30th day of December 2020, between the TOWNSHIP OF WARREN, a municipal corporation of the State of New Jersey, hereafter referred to as the "Township" or "Employer", and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, hereafter referred to as the "Union", represents the complete and final understanding on all negotiable issues between the Township and the Union relative to those employees represented by the Union.

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve harmonious relations between the Employer and its employees and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law so that more efficient, productive and progressive public service may be rendered; and

WHEREAS, the Township has an obligation pursuant to N.J.S.A. 34:1-1, et seq., as amended, to negotiate with the Union as the representative of the employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties hereto have carried on collective negotiations for the purpose of developing and concluding a general contract;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree with each other with respect to employees of the employer recognized as being represented by the Union as follows:

ARTICLE 1. RECOGNITION

Section 1: Pursuant to N.J.S.A. 34:13A-5.3, the Township recognizes the Union as the sole and exclusive collective negotiating agent with regard to rates of pay, hours of work and other conditions of employment for all regularly employed white collar employees employed by the Employer, but excluding all other employees such as managerial executives, confidential employees and supervisors within the meaning of the Act; craft employees, police, professional employees, casual employees, police dispatchers and all other employees. It is understood and agreed that the Employer has the sole and exclusive authority to establish new positions and classifications subject to Article 15 section 4(b).

Section 2: This Agreement shall be binding upon the parties and their successors.

ARTICLE 2. MANAGEMENT RIGHTS

Section 1: It is understood and agreed that the Township possesses the sole and exclusive right to conduct its business, to manage and direct the affairs of its departments, to fulfill its lawful obligations and that all management rights repose in it.

The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.

It is further understood that all rights and prerogatives of management are retained by the Township unless otherwise specifically restricted by this Agreement. These rights and prerogatives shall include, but shall not be limited to, the right and prerogative to:

- (a) Direct, supervise and otherwise manage the employees, to maximize efficiency and other matters and to take all reasonable steps to improve productivity of the department;
- (b) Hire employees not presently employed by the Township for any position within the Township, promote, transfer, assign, re-assign, and relieve

employees from duties because of lack of work or for other legitimate reasons and to determine their qualifications and conditions for continued employment or assignment;

- (c) Enter outside contracts for any and all services required by the Township.
- (d) Suspend, demote, discharge, or take other disciplinary action for good and just cause.
- (e) The executive management and administrative control of the Township government and its properties and facilities and the activities of its employees.
- (f) To take all other actions that may be necessary to accomplish the mission of the Township.

Section 2: The exercise of the foregoing powers, rights, authorities, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and ordinances of Warren Township.

Section 3: Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under Title 40 and Title 40A of the New Jersey Statutes or any other applicable national, state, county or local laws or ordinances.

ARTICLE 3. NO STRIKE PLEDGE

Section 1: The parties recognize that the need for continued and uninterrupted operation of the Employer's departments and agencies is of paramount importance to the citizens of the community and that there shall be no interference with such operations.

Section 2: The Union covenants and agrees that during the term of this Agreement, the Union, its officers, members, agents, principals or any persons acting in its behalf, will not cause, authorize, support or condone or take part in any strike, sympathy strike, slowdown, job action, mass resignation, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance.

The Union, through its officers, members, agents or principals will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, sympathy strike, work stoppage, slowdown, walkout, mass resignation, mass absenteeism, or other job action against the Township.

Section 3: The Employer shall have the right to discipline or discharge any or all employees causing or being involved in a strike, slowdown, or any other type of interference with normal work performance.

Section 4: In consideration of the foregoing, the Employer agrees not to lock out any employee covered under the provisions of this Agreement.

ARTICLE 4. DISCRIMINATION

There shall be no discrimination, interference or coercion by the Township or the Union or its members against any employee on account of race, color, creed, age, sex, national origin, political affiliation, disability, sexual orientation or Union affiliation or non-affiliation or any other status protected by law.

ARTICLE 5. SENIORITY

Section 1: A newly appointed employee shall be considered probationary and without seniority.

Section 2: Seniority is defined as an employee's length of uninterrupted service with the Township beginning with the employee's date of hire. Upon satisfactory completion of the probationary period, seniority shall accumulate until there is a break in service, at which time it will end. Years served in part time employment with the Township will be counted toward seniority for vacation leave.

Section 3: An employee shall be considered to have job classification seniority, within his or her department or office, upon successful completion of the probationary period for that job. Job classification seniority shall accumulate until there is a break in service.

Section 4: A break in continuous service occurs when an employee resigns, is discharged for cause, retires, is laid off beyond the period of recall, or fails to return upon expiration of any leave of absence approved by the Township.

Section 5: In the event of a layoff, recall, transfer or demotion, seniority will prevail within the department or office, provided the most senior employees have the requisite qualifications and abilities to perform the work available, in the sole opinion of the Township Administrator.

Section 6: The Employer shall maintain and post a current seniority list.

ARTICLE 6. PROBATION

Section 1: All newly hired employees shall be subject to a one hundred eighty (180) calendar day probationary period. The purpose of the probationary period is to enable the Employer to evaluate the employee's work performance and conduct in order to determine whether the employee merits permanent employment status. The employee will be evaluated after four (4) months. The Township shall have the absolute right to terminate any employee on probationary status, and such decision to terminate a probationary employee shall not be subject to the grievance procedure herein or otherwise challenged by the Union.

Section 2: In the event an employee is promoted, he or she will be subject to a ninety (90) calendar day probationary period in the new job. If an employee is promoted but does not successfully complete the ninety (90) day probationary period, the employee shall return to his or her previous job classification. The employee's seniority and job classification seniority will continue to accumulate during such period. It shall be at management's discretion whether or not to return the employee to the same position previously held by the employee. The decision whether the employee is returned to the same position shall not be subject to the grievance herein or otherwise challenged by the Union.

ARTICLE 7. LAYOFF AND RECALL

Whenever the Employer reduces the work force, the following procedure shall apply:

(1) Employees shall be laid off in the order of least seniority, provided the remaining employees are then qualified to perform the work to be done, in the sole opinion of the Township Administrator.

(2) In the case of layoffs, as a result of reduction in the workforce, by the Township, not termination for any other reason, the employees affected shall receive the following payments:

- (a) Employee that has worked for the Township for two (2) years and less than five (5) years, the sum equal to one (1) week's salary.
- (b) Employee that has worked for the Township for five (5) years and less than ten (10) years, the sum equal to two (2) week's salary.
- (c) Employee that has worked for the Township for ten (10) years and less than twenty (20) years, the sum equal to three (3) week's salary.
- (d) Employee that has worked for the Township for twenty (20) years or more, the sum equal to four week's salary.

(3) A laid off employee with more than one year's seniority shall have rehire rights for a period of nine (9) months. An employee with less than one (1) year of employment shall have rehire rights for four (4) months.

(4) If an employee covered by this Agreement is laid off, he or she may exercise his or her seniority rights to bump the least senior employee, provided such bumping employee possesses the skills and qualifications required to perform the work to be done in the job he or she is to fill, in the sole opinion of the Township Administrator.

(5) The Employer will re-hire laid off employees in the order of greatest seniority, provided the senior employee is qualified to perform the work available to be done, in the sole opinion of the Township Administrator.

(6) Notice of recall shall be mailed to the last known address of the employee on layoff, and said employee shall notify the Employer within two (2) weeks from the date of the notice of recall that said employee intends to return to work for the Township, and said employee must actually return to work within three (3) weeks from the date of the notice of recall. It will be the responsibility of the employee to keep the Township advised in writing of his or her current mailing address, and failure to respond to the recall notice or to report for work within the time limits set forth above shall result in loss of recall and seniority rights unless such time limits are extended for good cause by the Employer.

ARTICLE 8. WORK WEEK/PAY PERIOD

Section 1: This Article shall not be construed as a guaranty of hours of work per day per week or yearly, but is intended to set forth the normal working hours of employees covered under this Agreement. The work hours for full-time employees covered by this Agreement shall be thirty-five (35) hours per week. The work hours for part-time employees shall not be more than 28 hours per week and as assigned by the Township Administrator.

Section 2: Working hours for employees covered by this Agreement shall be as follows:

(a) All employees:

8:30 A.M. to 4:00 P.M., Monday through Friday with a one-half (1/2) hour unpaid lunch, which lunch break shall be scheduled to begin sometime between 12:00 noon and 1:00 P.M. unless modified due to emergency. Lunch periods cannot be waived by the employee so employee can start work late or leave work early.

(b) It is understood that an employee's salary shall be paid in 24 equal installments each year on the 15th and the 30th of each month. An employee's annual pay shall be issued within the calendar year.

(c) Closure of operations as a result of inclement weather shall be determined by the Township Administrator at his or her sole discretion. When work is terminated for inclement weather reasons, the employee will be paid his or her regular (non overtime) days pay. If an employee does not come to work when the building remains open during inclement weather, the employee may use vacation or personal time. If the Employee does not have vacation time or personal time or a doctor's note for sick time the employee will receive a leave of absence without pay. Sick time may be used only if accompanied by a doctor's note. Continued non-appearance for work during inclement weather when the Township is open for business may result in disciplinary action against the employee. If benefit time off is scheduled and the building is closed for weather or other emergency, the benefit time will not be credited back to the employee. The Township shall implement employee notification procedures for inclement weather building closures. An employee who is scheduled to work from home shall be expected to continue to working from home during periods where the Township offices may be closed due to inclement weather.

ARTICLE 9. OVERTIME/CALL BACK

Section 1: All work performed in excess of forty (40) hours of work during the regular work week shall be considered overtime and shall be paid for at the rate set forth hereinafter.

Section 2: CALCULATION OF OVERTIME`

- (a) Employees other than executive, administrative or professional employees as defined by 29 CFR part 541 and as provided in Section 13(a)1 of The Fair Labor Standards Act, who are required to work overtime, shall be compensated at a rate of one and one-half (1-1/2) times the employee's regular hourly rate, which shall be paid for work performed over forty (40) hours in a work week, provided the employee has worked or been paid for forty (40) hours of work in the work week in question. If an employee has not worked or been paid forty (40) hours in the work week, time and one-half (1-1/2) shall not begin until such hours have been worked or paid; if the employee works or is paid more than 35 hours but no more than 40 hours, employee will be paid at his or her straight time rate. After working or being paid 40 hours the employee will be paid one and one half times their rate. For the sole purpose of calculating the employee(s) regular hourly rate in order to calculate overtime, straight time is calculated based upon 1,820 hours of work per year. No employee may work more than 35 hours per week without the prior written approval of the Township Administrator or designee.
- (b) Employees attending meetings at a Board or commission night meeting or court or other work authorized and approved by the department supervisor and/or Township Administrator, shall receive comp time or overtime, at the choice of the employee with the approval of the Township Administrator.
- (c) Overtime calculations shall be based upon a week of Sunday 12:01 a.m. to Saturday at 12:00 midnight, which may or may not align with the pay period.
- (d) Compensatory time is not authorized for work in excess of 40 hours per week.
- (e) All compensatory time must be used by December 31st and shall not be carried to a subsequent year except that compensatory time earned after November 15 may be carried to January 15 of the subsequent year.

Section 3: This Section shall apply to unanticipated overtime work as opposed to scheduled overtime which may occur outside the normal working hours of the employee. Any employee who is called back to work after completing his or her regularly scheduled shift and left his or her place of work shall be guaranteed a minimum of three (3) hours of pay, one (1) hour to

be included as travel. at the rate of time and a half, provided such hours do not overlap into the employee's regular working hours. Such employee shall be required to work all hours, in addition to the three (3) hour minimum guarantee, which are required by the employee's supervisor.

ARTICLE 10. RULES AND REGULATIONS/PERSONNEL POLICY

Section 1: The present rules and regulations which address the operation of the various departments and agencies of the Township will remain in effect subject to change by the Township in the future. The Township may establish and enforce reasonable and just rules and regulations in connection with the operation of its departments and the maintenance of discipline.

Section 2: Employees covered under this Agreement shall comply with all rules and regulations and shall promptly and efficiently execute the instructions and orders of the Township Administrator or his or her designee and their immediate supervisor. If an employee refuses to comply with a rule or regulation, is guilty of insubordination to a superior, refuses to execute promptly and efficiently an instruction or order of his or her supervisor, or acts improperly, dishonestly, immorally, illegally, or in a way detrimental to the Township of Warren, the Township may discipline the offending employee, which discipline may include suspension or discharge, or any other lawful action, pursuant to Article 11.

Section 3: The Employer agrees to advise the Union of any change in work rules or regulations at least ten (10) days in advance of the effective date of the change, which time shall provide an opportunity for Union comment.

Section 4: The Personnel Policy of the Township of Warren, revised and adopted by the Township by Resolution 2020-063 on February 13, 2020 as subsequently revised and amended

shall be applicable to all employees unless the same is in conflict with the specific terms of this Agreement, in which case this Agreement shall take precedence.

ARTICLE 11. DISCIPLINE AND DISCHARGE

Section 1: The parties agree that nothing contained in this Agreement shall in any way prohibit the Employer from discharging or otherwise disciplining any employee covered hereunder, regardless of seniority, **except as set forth herein.** - An employee will be subject to discipline up to and including discharge where the Employer establishes that it is more probable than not that the employee conducted himself or herself in a manner that would reflect unfavorably upon the municipality **or the Employer to** the public, or there is a breach by the employee of State law, regulations, Township ordinances, policies or of specific instructions given to said employees in the course of performing his or her job or the employee is not acting for the benefit of the general welfare of the Township. Notice of discipline, discharge or suspension shall be served upon employee involved and the Union. All disciplinary actions shall follow the procedure outlined in this Contract and in the Personnel Policy of the Township of Warren in effect as of January 1, 2017.

Section 2: If an employee has received a Notice of Disciplinary Action, said employee, through the Union, shall have the right to file a grievance, which must be in writing, with the Employer within five (5) working days from the time of discipline, discharge or suspension. Said grievance shall be initiated at the second step of the grievance procedure as herein provided. If no grievance is filed within the time period specified, then said discipline, discharge or suspension shall be deemed to be final and binding upon the employee involved, the Union and the Township.

Section 3: If an employee is to be questioned by a superior relative to a matter which employee reasonably believes may lead to being disciplined, the employee shall have the right to have a shop steward present.

ARTICLE 12. SICK LEAVE

Section 1: Sick leave means paid leave that may be granted to each Township employee who through bona fide sickness or injury becomes incapacitated to a degree that makes it impossible for the employee to perform the duties of his or her position, or who is quarantined by a physician because he or she has been exposed to a contagious disease, who needs time off for a diagnosis care or treatment of a mental or physical illness or injury or for any reasons set forth in N.J.A.C. 12:69-3.5(a).

Sick leave may also be used:

To care for an ill or injured family member, or to attend to a family member during diagnosis, care, treatment, or recovery for a mental or physical illness, injury, or health condition; or your family member needs preventive medical care; or

To address circumstances resulting from the employee or a family member being the victim of domestic violence or sexual violence and need time for treatment, counseling, or to prepare for or attend legal proceedings; or to attend school-related conferences, meetings, or events regarding your child's education; or to attend a school-related meeting regarding your child's health; or the Township closes business to the general public due to a public health emergency or to care for a child whose school or child care provider closed due to a public health emergency.

Section 2: A certificate from a physician designated by the Township or the employee's own physician may, at the Township Administrator's, or his or her designee, discretion, be required as sufficient proof of the need for the employees sick leave for more than three (3) days and/or to verify that the employee is physically fit and able to resume his or her duties. The cost of the certificate shall be the employee's obligation.

Section 3: In cases of sick leave due to a contagious disease or exposure to same; a certificate from the Township Department of Health may be required, at the discretion of the Township Administrator or his or her designee, before the employee is permitted to return to work.

Section 4: Full time employees shall accumulate sick leave on the following basis:

<u>YEARS OF CONTINUOUS EMPLOYMENT</u>	<u>SICK/INJURY LEAVE</u>
0 to 1 complete year	1 day per 2 months
1 to 5 complete years	9 days
After 5 years	15 days

Section 5: Sick leave can be accumulated to a maximum of one hundred and twenty (120) days during each employee's length of service. Employees shall be paid for unused sick days at the conclusion of each calendar year in accordance with the Personnel Policy of the Township of Warren.

Section 6: An employee must call his or her supervisor and the office selected by the Township Administrator not later than 8:30 a.m. if he or she is sick, injured, or for another reason unable to report for work on that day. The above call must be made on each consecutive sick or other missed work day also.

Section 7: Any and all temporary workers compensation payments and/or disability payments provided through Township funded insurance paid to an employee while the employee is on paid sick and/or injury leave shall be turned over to the Township by the employee.

Section 8: In order to reduce the amount of working time lost due to sick leave, the Township offers a sick leave bonus plan which shall consist of the following benefits:

- (a) If an employee covered by this Agreement loses no time from work due to sickness for four (4) consecutive months, he or she shall receive one (1) day off at his or her regular straight time rate, to be taken within the next six (6) consecutive months. Any time taken pursuant to the sick leave bonus plan will not cause an overtime situation.

- (b) The Township reserves the right, at any calendar years end, to modify or eliminate this sick leave bonus plan unilaterally, and the exercise of this unilateral right to modify or terminate the sick leave bonus plan shall not constitute a re-opening of this Agreement, nor shall it require the Township to negotiate or reach agreement with the Union concerning exercise of this unilateral right of modification or termination.
- (c) In order to be eligible for a sick bonus day, the employee must have sick time available. If the employee has suffered a major illness but thereafter meets the requirements for a sick bonus day as stated in 8(a) above, they will be eligible for the sick bonus day. The parties agree that a major illness is an illness lasting at least 30 working days.

Section 9: Any employee who, for reason of illness or injury, will be absent for more than two (2) consecutive days shall contact the Township Administrator to advise the Township Administrator of the employees condition and prognosis for returning to work.

Section 10: In the event an employee misses work for more than seven (7) days in any calendar year, the employee will be required to provide the Township Administrator or his or her designee with a physicians statement as to the medical reason for such absence. An employee shall receive a credit for any days for which a doctor's note has been provided.

Section 11: In the event an employee has used all paid leave and all FMLA leave and still requires additional sick leave, other employees who have at least 120 sick days accumulated, may donate sick leave days to the employee suffering from a long-term illness. The time donated will be deducted from the donating employee's leave allotment.

Section 12 (a): Sick leave with pay shall be extended when needed for illness to all part-time personnel on a pro-rated basis where such part-time personnel normally work regularly scheduled hours and work at least 18 hours per week in accordance with the schedule in Article 12, Section 4 and shall be calculated in accordance with the example in Article 14, Section 1. Sick

leave may not be taken for a time period of less than one-half day. Part time employees may use sick leave in one hour increments.

Section 12 (b): Sick pay equal to full pay shall be paid according to service with the Township as shown in Article 12, Section 4 of this contract. Upon termination, by either party, of an employees employment with the Township, an employee shall reimburse the Township when the amount of sick leave taken within the calendar year, including the years eligible amount and accumulated sick leave permitted under Article 12, Section 4 of this contract is in excess of the amount due the employee. The reimbursement shall be in accordance with the following formula: *Number of days allowed times (x) number of months worked during the year, divided by 12, times (x) the employees rate. This reimbursement shall be deducted from the employee's final paycheck.*

ARTICLE 13. HOLIDAYS

Section 1: The Township will designate fourteen (14) paid holidays (which will include a day off for employee's birthday) and post the same not later than February 15th each calendar year.

Section 2: The Township can change the date of a holiday.

Section 3: Permanent part time employees routinely working eighteen (18) hours or over per week shall be entitled to be paid for holidays that fall on the employee's regularly scheduled work day (i.e., the employee being paid his or her regular pay for that work day).

Section 4: The birthday holiday must be taken during the month of the employee's birthday. If the employee leaves employment after the birthday holiday is observed but before the actual birthday, one day will be deducted from the employee's final pay.

ARTICLE 14. VACATION

Section 1: The vacation leave set forth below shall only be applicable to full time employees and shall be computed according to the following schedule:

<u>YEARS OF CONTINUOUS EMPLOYMENT</u>	<u>VACATION DAYS</u>
0 to 1 year	1 day for each two months of service to a maximum of 5 days
1 complete year to 5 complete years	10 days
After 5 years to 10 complete years	16 days
After 10 years to 20 complete years	21 days
After 20 years	25 days

Permanent part time employees routinely working eighteen (18) hours or over per week shall be entitled to vacation leave proportionately adjusted for their part time status, rounded to the nearest half day. By way of example:

Employee has been employed four (4) years and works eighteen (18) hours per week, employee is entitled to 36 hours vacation (the calculation being: 10 days of regular employee vacation = 70 hours; 18 hours = 51% of full time 35 hour work, 51% of 70 = 35.7 rounded to 36 hours of vacation annually).

Section 2: Vacation leave cannot be taken for less than a half day period without the approval of the Township Administrator or his or her designee, which shall not be unreasonably withheld. The employee may request and carry over any unused vacation days as long as the request is submitted by December 1 each year. The employee may carry over only five days to the following year. The days carried over must be used by February 28.

Section 3: Vacations are credited in advance in expectation of continued employment. Vacation entitlement shall be pro-rated from January 1st to the date of separation in the calendar year if employment is terminated. Reimbursement must be made in cases where the amount of employment does not equal the amount of vacation taken within the calendar year. This reimbursement will be deducted from the employee's final pay check. Any earned vacation which is not taken shall be paid upon separation in accordance with the pro-rated schedule set forth above.

Section 4: An employee shall receive increased vacation in accordance with the next higher applicable level commencing in that calendar year that the employee's employment anniversary falls. Example: Employee hired on May 1, 1991; employee shall be entitled to 16 days vacation as of May 1, 1996, until that date employee shall be entitled to 10 days vacation. Effective in 2019, if the employment anniversary falls on or after August 1, the employee shall be entitled to the increased allocation of vacation days on August 1. Example: Employee hired on September 28, 2014, employee shall be entitled to 16 days vacation as of August 1, 2019. Until that date, employee shall be entitled to 10 days vacation.

Section 5: Vacation scheduling shall be subject to approval by the Township Administrator or his or her designee, taking into consideration the efficient operation of the Township. The Department Head must endorse the request.

Section 6: If a holiday occurs during a vacation period, the employee shall be entitled to an additional vacation day in lieu of the holiday.

Section 7: Probationary employees will not be permitted to utilize vacation during the first four (4) months of their employment.

ARTICLE 15. WAGES

Section 1: The parties recognize the need for continued high quality service to the community and they agree to cooperate with each other to provide this service. The annual salary is the base wage for the calendar years covered by this contract. The salary increase for each year of the contract is as follows:

- Effective January 1, 2021, all employees will receive an increase of 2.5% across the board to base salary.
- Effective January 1, 2022, all employees will receive an increase of 2.75% across the board to base salary.
- Effective January 1, 2023, all employees will receive an increase of 2.95% across the board to base salary.

Section 2: In recognition of this pledge of continued high service the Employer agrees to pay the salaries for all employees covered by this Agreement for the calendar years 2021-2023 in accordance with —Addendum A

Section 3: New hires or those employees being promoted shall be paid within the ranges set forth on the chart attached as Addendum B. Salary within the range shall be at the

sole discretion of Management except that a promoted employee will not have his or her pay reduced; it is understood that if a promoted employee does not successfully complete probation in the new position he or she will not retain that salary.

Section 4: Management agrees to give 10 days notice to the Union of the creation of a new position. If the Union fails to respond within 10 days, management is permitted to move forward with the position. The Township agrees to negotiate the salary range of the position as stated in Article 15, but retains the sole right to place an employee within the range as described in Addendum B to this Agreement.

ARTICLE 16. FAMILY AND MEDICAL LEAVE

The Federal Family and Medical Leave Act ("FMLA") and the New Jersey Family Leave Act ("NJFLA") and the New Jersey Family Leave Insurance Act ("NJ Paid Family Leave") shall be applicable to all eligible employees.

ARTICLE 17. JURY LEAVE

All full time employees covered by this Agreement who are required to serve on a jury, shall be granted a leave of absence with pay to serve on said jury. During the time that he or she is serving on said jury, the employee shall receive his or her full pay from the Township, less jury pay. If an employee is excused from jury duty by or before 11:00 a.m., he or she shall report to work for the remainder of the work day. An employee receiving a summons for jury duty will provide a copy thereof to the Township Administrator within five (5) days of an employee's receipt thereof.

ARTICLE 18. BEREAVEMENT LEAVE

Section 1: All full time employees covered by this Agreement shall be entitled to leave without loss of pay for all time lost from work from the date of death to and including the day of burial up to a maximum of five (5) days when a death occurs in the immediate family of the employee. Part time employees shall receive a prorated amount of bereavement leave within the confines of their actual work days. i.e. If the employee regularly worked Monday, Tuesday and Wednesday, those are the days counted for the bereavement leave as the leave is available only for the days the part time employee is scheduled to work. The term "immediate family" is defined to mean husband, wife, child or parent. Upon the death of a brother, sister, mother-in-law, father-in-law, grandparents or grandchildren of a full time employee covered hereunder, the leave shall be three (3) days. The Township Administrator or his or her designee may grant an increase in the above to a five (5) day period if he deems, in his sole opinion, that circumstances justify such increase.

Section 2: Full time employees covered by this Agreement shall also be entitled to one (1) workday leave without loss of pay, if needed, to attend the funeral of brother-in-law, sister-in-law, aunts or uncles.

Section 3: Proof of death of relative shall be provided by the employee requesting leave under this Article.

ARTICLE 19. MILITARY LEAVE

Any full time employee covered by this Agreement who is a member of the United States Reserves, or State National Guard, and is required to engage in annual active duty training, shall be granted a leave of absence in accordance with applicable State Law. The said period shall be without pay, but shall not be charged as vacation to the employee.

ARTICLE 20. HEALTH BENEFITS

Section 1: The Township agrees to continue to provide health benefits for full time employees covered hereunder which includes hospitalization and Major Medical, offered through the State Health Benefits Plan, or the equivalent coverage. The employees who enroll in the Township Health Insurance Program shall contribute in the amount prescribed by Tier 4 of Chapter 78. The Township shall make arrangements for employees to remit such contributions through pre-tax payroll deductions. The Township may substitute other insurance carriers or plans as long as the insurance coverage provided is substantially equal to or better than those provided through State Health Benefits. In the event that an employee hired on or after January 1, 2007 utilizes a plan that is more expensive than Direct 15, the employee shall reimburse the Township the amount the Plan exceeds the cost of Direct 15 in addition to the payments made at the Tier 4 Chapter 78 rate. An employee hired before January 1, 2007 shall continue to be eligible to continue coverage with a Direct 10 level plan with contributions at Tier 4 level and no additional charge.

Section 2: The Township shall continue to provide a dental plan for full time employees covered under this Agreement. Dependent dental coverage may be selected by the employee. The cost of dependent coverage will be paid 50% by the employee and 50% by the Township. Employee shall have the option to obtain orthodontics coverage at his or her sole cost. Each employee shall pay \$20.00 per month for the single dental portion of coverage.

Section 3: In the event the Township reduces a full-time position to a part time position, that employee will be eligible to continue participation in the Township's health benefits plan (medical and prescription plans) and its dental plan, equal to a full time employee and consistent with the requirements of the Plan and applicable law.

Section 4: In the event that an employee selects a plan that has a lower total premium

cost than the top health benefit plan the employee is eligible for (Direct 15 or Direct 10 level, which is based upon whether his or her date of hire was before or after January 1, 2007), the savings realized by the Employer as a result of the employee's selection of a lower cost premium plan (such as a 20-35 plan) shall be split evenly between the employee and the Township. The Employer savings are separate from any reduction in the amount the employee will contribute per C.78 percentages. The employee shall receive a one-time lump sum payment effective on or about November 15 of each year which will be 50% of the Employer's savings realized by the selection.

To illustrate:

- An employee has Direct 15 Family coverage and the premium is \$2,484.68 per month, \$29,816 per year and selects a less expensive plan NJDirect 2035 family at \$1,987.69 per month \$23,852.28 per year and a difference of \$5,963.88.
- To calculate the cost savings the parties agree to use the following formula:
- $(\text{Higher premium} - \text{Lower premium}) = \text{Difference in Premium Cost}$; Then subtract $(\text{Chapter 78 contribution for higher cost plan} - \text{Chapter 78 contribution for lower costs plan})$ from the Difference in Premium Cost and divide the difference by 2.
- For purposes of the cost sharing the prior year's plan is the base plan. If the coverage changes this cost sharing is not valid (i.e. Employee elects single coverage instead of family coverage). This provides the incentive to choose the lower cost plan and it is noted that the employee will bear the cost of higher copays, deductibles that are part of the lower cost plan.

Section 5: Dental Coverage for Part-Time Employee

- a. Part time employees shall have the option to enroll in dental benefits. Employees may select from Single or Dependent coverage options.
- b. Part time employees who enroll in dental benefits will pay the same contribution rates as full-time employees as set forth in the collective negotiations agreement as follows:
 - i. Employee shall have the option to obtain orthodontics coverage at his/her sole cost.
 - ii. Dependent dental coverage: 50% of the cost will be paid by the employee and 50% by the Township.
 - iii. Single dental coverage: the employee shall pay \$20.00 per month.

ARTICLE 21. UNION RIGHTS

Section 1: The Township recognizes, and shall deal with, the accredited Union Steward in all matters relating to grievances and interpretation of this Agreement. The Union shall advise the Township Administrator of the name of the said Steward within five (5) days of his or her election. The number of stewards shall be limited to two. The Township will release stewards to attend Union Steward training for one day per year, such release will be with pay.

Section 2: With the consent of the Township Administrator, Union Stewards shall be granted a reasonable amount of time during regular working hours, without loss of pay, to present, discuss and adjust grievances and contract interpretation with the Township, it being understood that grievances shall normally be handled during non-work time except in cases of emergency. No Union representative, or member, shall leave his or her work without first obtaining the permission of the Township Administrator or his or her designee. All Union related functions of Union Stewards other than grievances and Agreement interpretation, if required by an emergent situation, shall be conducted outside of Township work hours.

Section 3:

- (1) The Township agrees to make deductions of monthly union membership dues each payroll period from the pay of an employee who has signed a dues deduction authorization card. Such deductions shall begin as soon as possible after receipt of the authorization card in accordance with the Township's normal payroll procedures.
- (2) The amount of dues to be deducted will be certified to the Township by the Secretary-Treasurer of the Union. The amount of dues shall be changed as may be certified to the Township by the Union at least thirty (30) days prior to the date on which the deduction of Union dues is to be made.
- (3) In accordance with P.L. 1979, Ch. 477 as it relates to the Agency Shop provisions, a representation fee of seventy-five (75%) percent shall be deducted from all non-union members. The Union agrees to implement a demand and return system set forth in the statute, and in addition, the Union shall indemnify and hold the Township harmless against any and all claims, demands, suits and other forms of liability, which may arise from implementation of this Article.
- (4) The Township agrees to remit such deductions to the Union prior to the 10th of the month following the month for which said deduction is made together with a list of employees from whose pay such deductions were made. However, the Union recognizes that errors and delays may and will occur and, in using the information furnished, assumes all risks associated therewith. Remittance shall be sent to the attention of, Dues Coordinator, CWA Local 1036, 1 Lower Ferry Road, West Trenton, NJ 08628 or as designated by the Union.
- (5) Management agrees to forward to the Union, upon request, a report once a year, containing the following information: employee's name, home address, job title,

department and salary.

- (6) The Union agrees that it will indemnify and save harmless the Township against any actions, claims, losses or expenses, including reasonable attorney fees and court costs in any matter resulting from any and all actions taken by the Township at the request of the Union under this article. The Township is to have no liability whatsoever as a result of this section.

ARTICLE 22. BULLETIN BOARDS

A bulletin board, or section thereof, for Union information shall be provided by the Township in the Town Hall, employee lunch room, in the court administrative area, police department and the public works garage; union business will not be posted on Township public bulletin boards.

ARTICLE 23. TUITION REIMBURSEMENT

A. The Township agrees to reimburse employees the cost of tuition, as set forth below, for all job related courses taken, provided the employee has worked for the Township for at least six (6) months and obtains prior approval from the Township Administrator to take such course. The Township will create a pool for the use of the unit of \$15,000 per calendar year for the cost of tuition for courses related to an employee's job or a position within the Township, and including any general education requirements as part of that degree.

The employee must apply for tuition reimbursement at least forty-five (45) days prior to enrollment in the course and obtain approval by the Township Administrator. The Administrator will respond as soon as practicable but no more than two weeks after the request.

Doctorate degrees, law degree and medical degrees are not eligible for tuition reimbursement.

Tuition reimbursement, at the following rates, shall be paid upon submission by the employee of proof that the course was completed with a grade "C" or better, or if no grades are given, of a satisfactory completion. The Township will reimburse the employee 75% of employee's costs where the employee attains a grade of "A" or "B". The Township will reimburse the employee 50% of the said costs where the employee attains a grade of "C" or a "pass" grade in a "pass/fail" graded course.

All reimbursement pursuant to this section shall not exceed the Rutgers tuition rate.

Persons receiving tuition reimbursement from the Township must remain in the employ of the Township for at least one (1) year after completing the course or said tuition reimbursement shall be repaid to the Township by deducting the amount of said tuition reimbursement from the employee's last pay check, or alternate method.

Employees who have previously applied for tuition reimbursement and who have been reimbursed as of December 31, 2006, shall be reimbursed in the future in accordance with the Township Personnel Policy.

B. The Township will pay for tuition for certifications or licenses outside the job title of the employee provided it is related to a job in municipal government and the employee obtains prior approval from the Township of Administrator; however, if the employee leaves the employment of the Township within one year of taking a course, the employee will reimburse the Township for the course from the employee's last paycheck. This provision will not affect the Township's payment for continuing education required to maintain the employee's license or certification.

ARTICLE 24. ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS

Section 1: An employee shall, within five (5) working days of a written request to the Township Administrator, have an opportunity to review his or her personal folder in the presence of an appropriate municipal official to examine any criticism, commendation or any evaluation of his or her work performance or conduct prepared by the Township during the term of this Agreement.

Section 2: Each regular written evaluation of work performance shall be reviewed with the employee and evidence of this review shall be the required signature of the employee on the evaluation form. Such signature shall not be construed to mean agreement with the content of the evaluation unless such agreement is stated thereon.

ARTICLE 25. GRIEVANCE PROCEDURE

Section 1: Definition: Any grievance or dispute which may arise between the parties involving the application, meaning, violation, misapplication or interpretation of this Agreement, but shall exclude any alleged understanding, practice or other matters outside the terms of this Agreement. All grievances shall be in writing.

Section 2: Procedures:

STEP 1 - Informal - Immediate Supervisor

Within five (5) working days of the time a grievance arises or within five (5) working days of the date when the grievant knew or should have known of its occurrence, the employee will personally (may be accompanied by the Union Steward) present the grievance informally to his or her immediate supervisor. Within five (5) working days after presentation of the grievance, the immediate supervisor will render a written decision or answer to the employee with a copy to the

Union Steward.

STEP 2 - Formal - Township Administrator

Within five (5) working days of the written decision or answer of the immediate supervisor, if the grievance is not resolved, the employee shall file a written grievance with the Township Administrator. The said grievance shall include a complete recitation of the situation complained of and a designation of the section of the contract alleged to have been violated and how the same was specifically violated. The Township Administrator will arrange a meeting with the employee and the Union Steward not later than five (5) working days from his receipt of the grievance to attempt to resolve the same. The Township Administrator shall give a written answer to the employee, with a copy to the Union Steward, not later than ten (10) working days after the said meeting.

STEP 3 - Formal - Township Committee

Within ten (10) working days of the written answer of the Township Administrator, if the grievance is not resolved, the grievance shall be forwarded to the Township Committee. The Township Committee will arrange a meeting at a mutually agreeable time which shall not be later than ten (10) working days after receipt of the grievance. The aggrieved party, the Union Steward, and Union Representative shall be entitled to be present at the meeting. The Township Committee shall give a written answer to the grievance within ten (10) working days following the meeting, or within such additional period of time that may be mutually agreed upon. The decision of the Township Committee shall be final and non-appealable.

Section 3: A group grievance, one that may affect a group of employees, may be presented by the Union at Step 2.

Any grievance not processed to the next step in the Grievance Procedure within the time

limits provided for such proceeding shall be deemed to have been abandoned by the moving party. If the Employer does not respond to a grievance within the time periods set forth in the grievance procedure, the Union may advance the grievance to the next step.

It is understood that employees shall, during and notwithstanding the tendency of any grievance, continue to observe all assignments and applicable rules and regulations until such grievance and any affect thereof have been fully determined.

ARTICLE 26. REIMBURSEMENT FOR PRIVATE VEHICLE USE

Section 1: Employees covered hereunder who are required and authorized to use their personal car for Township business shall be compensated in accordance with IRS regulations.

ARTICLE 27. JOB POSTINGS

The Township will post all Township job vacancies or new jobs on Township bulletin boards, Such posting shall include the following information: job title, job location, pay rate, qualifications and application procedures. The Township will interview employees who apply. This procedure shall not limit the Township's choice in the filling of job vacancies or from other forms of advertising to fill such job vacancies or new jobs.

ARTICLE 28. CLOTHING ALLOWANCE

Employees in the departments of Health, Construction and Engineering shall be reimbursed annually Two Hundred Dollars (\$200.00) for the purchase of boots, work shoes and foul weather gear to be used to perform employees' jobs.

ARTICLE 29. PERSONAL DAY

All employees may request to be excused for personal business, without loss of pay, for one (1) day per year. For purposes of this section, "day" will be the number of hours the full-time or part-time employee are normally scheduled to work per day. The request for absence is to be made in writing as far in advance as possible to the Township Administrator. In an emergency, the request must be made to the Township Administrator by phone or other means of communication. Approval of a personal day must be obtained from the employee's supervisor or Township Administrator, which shall not be unreasonably denied. Personal day use shall not be available for use the day before and the day following employee's vacation or a holiday.

ARTICLE 30. OUT OF TITLE WORK

Employees assigned to a higher job which requires State Licensure (not certification or any other designation) in which employee does not normally work, as evidenced by a written document filed with the employee and Township Administrator, four (4) consecutive days or more will be paid at the higher level for the entire job assignment. Such assignment shall be deemed temporary not permanent. To receive this payment, the employee must work in the assigned capacity each day as approved by the Township Administrator in writing.

ARTICLE 31. FULLY BARGAINED PROVISION

The parties agree that they have fully negotiated and agreed upon all terms and conditions of employment and that this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of negotiations.

ARTICLE 32. SAVINGS CLAUSE

The Township and the Union recognize and agree that all provisions of this Agreement

are subject to law. In the event that any provision of the Agreement is rendered illegal or invalid under any applicable law or State or Federal regulations, such illegality or invalidity shall affect only the particular provision which shall be deemed void and inoperative, but all other provisions of this Agreement shall continue in effect.

ARTICLE 33. TERMINATION

This Agreement shall be effective as of January 1, 2021 and shall remain in full force and effect until December 31, 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin not later than thirty (30) days after the giving of said notice.

ARTICLE 34. PROCEDURE FOR COLLECTIVE NEGOTIATIONS

Section 1: Collective negotiations, with respect to appropriately negotiable matters, shall be conducted by the duly authorized representatives of each of the parties.

Section 2: Collective negotiating meetings shall be held at times and places mutually convenient at the request of either party.

Section 3: Employees who may be designated by the Union to participate in collective negotiating meetings called for the purpose of the negotiation of an Agreement will be excused from their work assignments without loss of regular straight time pay, provided, however, that not more than two (2) such employees shall be so designated at any one time. A member of the negotiating team that is attending a negotiation session during a non-work period will not be compensated.

ADDENDUM A

FULL TIME EMPLOYEES					
NAME	DATE OF HIRE	POSITION	2021 RATE	2022 RATE	2023 RATE
			2.50%	2.75%	2.95%
Ostman, Donna	01/04/88	Certified Env Health Specialist	\$99,834.15	\$102,579.59	\$105,605.69
Mullin, Michael	04/12/93	Engineering Technician	\$82,036.15	\$84,292.15	\$86,778.76
Meaney, Lisa	7/10/1995	Records Clerk	\$58,507.25	\$60,116.20	\$61,889.62
Vautin, Maryellen	8/12/2002	Land Use Coordinator	\$70,906.43	\$72,856.35	\$75,005.61
Darge, Dave	10/15/2002	Engineering Inspector	\$76,777.58	\$78,888.97	\$81,216.19
Spiro, Tara	3/14/2005	Admin. Secty to Police Chief	\$55,744.63	\$57,277.60	\$58,967.29
Streker, Barbara	5/30/2006	Assistant Purchasing Agent	\$63,050.17	\$64,784.05	\$66,695.18
Bintley, Krisann	11/25/2011	Assistant to Tax Collector	\$65,277.13	\$67,072.25	\$69,050.88
Severini, Jennifer	3/7/2016	Administrative Secretary - DPW	\$49,539.42	\$50,901.75	\$52,403.35
McManus, John	3/6/2017	Electrical Subcode Official	\$99,078.84	\$101,803.51	\$104,806.71
Altavilla, Amanda	4/3/2017	Recreation Program Coordinator	\$53,102.18	\$54,562.48	\$56,172.08
Casale, Marissa	7/5/2017	Technical Assistant	\$57,643.44	\$59,228.63	\$60,975.88
Diacik, Chris	8/7/2017	Electrical Inspector	\$78,604.69	\$80,766.32	\$83,148.92
Geraldi, Vincent	3/19/2018	Assistant Building Subcode Official	\$82,000.00	\$84,255.00	\$86,740.52
McClintock, Nancy	7/10/2018	Secretary- Clerk's office & Construction	\$48,210.88	\$49,536.67	\$50,998.01
Rainey, Kimberly	1/1/2020	Secretary - Construction	\$47,150.00	\$48,446.63	\$49,875.80
Martins, Patricia	3/23/2020	Administrative Secretary - Registrar	\$49,200.00	\$50,553.00	\$52,044.31
Tamashiro, Stephanie	3/30/2020	Deputy Court Administrator	\$51,250.00	\$52,659.38	\$54,212.83
Byrne, Tom	11/16/2020	Fire Subcode Official	\$99,078.84	\$101,803.51	\$104,806.71

PART TIME EMPLOYEES					
NAME	DATE OF HIRE	POSITION	2021 RATE	2022 RATE	2023 RATE
Mullin, Michael	06/13/06	Zoning Enforcement Officer	\$21,604.06	\$22,198.17	\$22,853.02
Moesch, Cynthia	2/2/2007	Payroll Coordinator PT	\$30.77	\$31.62	\$32.55
Soloway, Raika	6/1/2016	A/R & A/P Coordinator PT	\$26.46	\$27.19	\$27.99
Sammartino, Lisa	5/1/2018	Secretary to Land Use Coordinator	\$24.17	\$24.83	\$25.57
Langfeld, Robert	11/1/2018	Plumbing Subcode Official	\$51.57	\$52.99	\$54.55
Izzo, Nicole	3/25/2019	Assistant to Tax Assessor	\$25.03	\$25.72	\$26.48
Russo, Mark	5/8/2019	Fire Inspector	\$27.25	\$28.00	\$28.83
Streker, Barbara	5/16/2019	QPA for Warren Sewerage Authority	\$6,707.60	\$6,892.06	\$7,095.37
Rivenbark, Meagan	6/3/2019	Secretary - Fire Prevention	\$25.15	\$25.85	\$26.61
Zalepa, Sebastian	9/3/2019	Building Inspector	\$36.68	\$37.69	\$38.81

ADDENDUM "B"

CWA LOCAL 1036 - EMPLOYEE TITLES AND RANGES

<i>January 4, 2021</i>	<i>2021-2023 CONTRACT</i>
PURSUANT TO ARTICLE 15, SECTION 4	
FULL TIME POSITIONS	Starting Salary Ranges for New or Promoted Employees
Account Clerk	\$45,000-\$51,000
Administrative Secretary	\$45,000-\$53,000
Assistant Purchasing Agent	\$57,000-\$65,000
Assistant to the Tax Collector	\$57,000-\$65,000
Assistant Building Subcode Official	\$83,000-\$91,000
Building Inspector	\$69,000-\$76,000
Certified Enviro. Health Specialist	\$63,000-\$68,000
Deputy Court Administrator	\$49,000-\$55,000
Electrical Inspector/Building Inspector	\$68,000-\$78,000
Electrical Subcode Official	\$88,000-98,000
Engineering Inspector	\$68,000-\$76,000
Engineering Technician	\$75,000-\$82,000
Fire Subcode Official	\$88,000-\$98,000
Land Use Coordinator	\$61,000-\$68,000
Records Clerk	\$48,000-\$55,000
Recreation Assistant	\$43,000-\$49,000
Recreation Program Coordinator	\$45,000-\$53,000
Secretary	\$45,000-\$50,000
Technical Assistant T.A.C.O.	\$53,000-\$60,000

PART TIME POSITIONS

PT A/P & A/R Coordinator	\$24.00 - \$30.00
PT Account Clerk	\$22.00 - \$28.00
PT Admin. Secty	\$24.00 - \$30.00
PT Administrative Secretary/ Registrar	\$24.00 - \$30.00
PT Assistant to the Tax Assessor	\$24.00 - \$30.00
PT Building Inspector	\$37.00 - \$42.00
PT Clerk Typist	\$19.00 - \$23.00
PT Electrical Inspector	\$37.00 - \$42.00
PT Executive Assistant to the Fire Department	\$52,000 - \$62,000
PT Fire Inspector (Field Inspections)	\$27.00 - \$32.00
PT Payroll Coordinator	\$28.00 - \$36.00
PT Recreation Assistant	\$24.00 - \$28.00
PT Secretary	\$19.00 - \$25.00
PT Secretary to Land Use Coordinator	\$22.00 - \$28.00
PT Sec'ty to Fire Chief, Exec. Ass't. & Fire Marshall	\$23.00 - \$27.00
PT Subcode Official	\$42.00 - \$47.00
PT Zoning Inspector Hourly	\$23.00 - \$29.00
PT Zoning Inspector Salary	\$17,000 - \$27,000

Note A: This chart assumes these ranges until 12/31/2023

Note B: A position that is vacant is no guarantee that it will be filled at a later date.

Note C: Only for new hires or promotions.

IN WITNESS WHEREOF, the parties have entered into this Agreement and caused same to be executed by its respective officers or agents on the 30th day of December 2020.

ATTEST:



Cathy Reese, RMC
Township Clerk

TOWNSHIP OF WARREN,
SOMERSET COUNTY, NEW JERSEY

BY: 

Mick Marion, Mayor

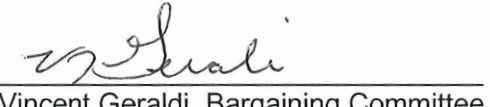
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO



Adam Liebtog, Local President



Amanda Altavilla, Bargaining Committee



Vincent Gerald, Bargaining Committee