

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE TOWNSHIP OF GLOUCESTER
AND
COMMUNICATIONS WORKERS OF AMERICA
LOCAL 1014
ADMINISTRATIVE STAFF UNIT
JANUARY 1, 2020 THROUGH DECEMBER 31, 2020

TABLE OF CONTENTS

PREAMBLE.....	3
ARTICLE 1. LEGAL REFERENCE.....	3
ARTICLE 2. RECOGNITION	3
ARTICLE 3. MANAGEMENT RIGHTS.....	3
ARTICLE 4. RULES AND REGULATIONS.....	5
ARTICLE 5. BAN OF STRIKES	5
ARTICLE 6. GRIEVANCE PROCEDURE.....	5
ARTICLE 7. EMPLOYEE RIGHTS	6
ARTICLE 8. BILL OF RIGHTS.....	7
ARTICLE 9. UNION DUES	8
ARTICLE 10. JOINT LOCAL 1014 - MANAGEMENT COMMITTEE	8
ARTICLE 11. WORK SCHEDULES	9
ARTICLE 12. OVERTIME - CALL IN TIME.....	9
ARTICLE 13. WAGE SCHEDULE	11
ARTICLE 14. VACATION	12
ARTICLE 15. HOLIDAYS	13
ARTICLE 16. PERSONAL DAYS.....	14
ARTICLE 17. SICK LEAVE	14
ARTICLE 18. RESIGNATION/RETIREMENT	17
ARTICLE 19. WORKERS COMPENSATION	17
ARTICLE 20. BEREAVEMENT LEAVE.....	18
ARTICLE 21. UNION LEAVE	18
ARTICLE 22. MATERNITY/PATERNITY LEAVE.....	19
ARTICLE 23. MILITARY LEAVE	19
ARTICLE 24. JURY DUTY.....	19
ARTICLE 25. COURT TIME	19
ARTICLE 26. LEAVE OF ABSENCE - WITHOUT PAY.....	20
ARTICLE 27. HEALTH BENEFIT PACKAGE	20
ARTICLE 28. MILEAGE.....	22
ARTICLE 29. COLLEGE CREDITS.....	22
ARTICLE 30. SENIORITY	22
ARTICLE 31. PROMOTIONS.....	23
ARTICLE 32. LAY OFF OR DISCHARGE	24
ARTICLE 33. SAFETY AND HEALTH.....	24
ARTICLE 34. TERMINATION	25
ARTICLE 35. WORKPLACE DEMOCRACY ACT.....	25
APPENDIX A-1 – NON-CLERICAL WAGE SCALE.....	29
APPENDIX B-1 – CLERICAL TITLES AND GRADES	<u>32</u>
APPENDIX C-1 – CLERICAL WAGE SCHEDULES.....	33
APPENDIX D - FLEXIBLE PLAN MENU	36
APPENDIX E – HEALTH BENEFIT PACKAGE.....	38

PREAMBLE

This Agreement entered into effective 1st day of January, 2020, by and between the Township of Gloucester, in the County of Camden, State of New Jersey, hereinafter referred to as the Employer, and Communications Workers of America, Local 1014, hereinafter referred to as Local 1014, has as its purpose the promotion of harmonious relations between the Township and Local 1014, the establishment of an equitable and peaceful procedure for the resolution of differences, the establishment of rates of pay, hours of work, and other conditions of employment, and represents the complete and final understanding of the rules and regulations of the Township of Gloucester.

ARTICLE 1. LEGAL REFERENCE

- A) Nothing contained in this Agreement shall alter the authority conferred it by Law, Ordinance, Resolution, or Administrative Code, and the Township's Departmental Rules and Regulations upon any Township Official or in any way abridge or reduce such authority.
- B) This Agreement shall be construed as requiring both the Employer and the Employee to follow the terms contained herein, to the extent that they are applicable in the exercise of the responsibilities conferred upon them by Law. Nothing contained herein shall be construed to deny or restrict to any employee such rights as they may have under any other applicable Laws or Regulations. The rights granted to the Employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C) If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to Law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by Law, however, all other provisions or applications shall continue in full force and effect.
- D) The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State and Local Law, except as such particular provisions of this contract modify existing Local Laws.

ARTICLE 2. RECOGNITION

- A) The Township of Gloucester hereby recognizes Local 1014 as the sole and exclusive representative of the Employees of Gloucester Township for the purpose of collective negotiations with respect to terms and conditions of employment for present employees covered in Appendices A and B and any new classifications as may be agreed upon.

ARTICLE 3. MANAGEMENT RIGHTS

- A) The Township of Gloucester hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of the Agreement by the Laws and Constitutions of the State of New Jersey and of the United States,

including, but not without limiting the generality of the foregoing, the following rights:

- 1) The executive management administrative control of the Township Government and its properties and facilities and the activities of its employees by utilizing personnel, methods, and means of the most appropriate manner possible as may from time to time be determined by the Township.
 - 2) To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
 - 3) The right of management to make, maintain, and name such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and/or the effective operation of the Department, after advance notice to the employees, to required compliance by the employees, is recognized. A record of major discipline, as defined by N. J. A. C. 4A:2-2.1 et seq., shall be permanently maintained as part of an employee's record.
 - 4) To hire all employees and subject to the provision of Law, to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees.
 - 5) To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to Law.
 - 6) To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient or non-productive.
 - 7) The Township reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Departments.
- B) In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furthermore thereof, and the use of judgment and discretion in connection therewith, shall be limited only to 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.
- C) Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

ARTICLE 4. RULES AND REGULATIONS

- A) The Township shall and may establish and enforce binding rules and regulations in connection with the operation of the Township and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies shall be furnished to the Local 1014 members. It is understood that application of this Agreement shall not in any way hamper enforcement of the Departmental Rules and Regulations.
- B) It is understood that all employees shall comply with all rules and regulations of the Department and order of directives issued by the Director of their Department or his designee, from time to time.
- C) If any employee believes a rule, regulation, or instruction is unreasonable or unjust, the employee shall comply with the rule, regulation, or instruction, but with the further provision that such employee may regard the rules, regulation, or instruction as a grievance which shall be handled in accordance with the grievance procedures set forth in this Agreement.

ARTICLE 5. BAN OF STRIKES

- A) It is recognized that the need for continued and uninterrupted operation of the Township of Gloucester is of paramount importance to the citizens of the community; therefore, there shall be no interference with such operations.
- B) Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there shall not be, and that the Local 1014 officers, members, agents, or principals will not engage in, encourage, sanction, or suggest strikes, slowdowns, mass resignation, mass absenteeism, or other suspension of, or interference with, normal work performance.

ARTICLE 6. GRIEVANCE PROCEDURE

- A) The intent of the parties to this Agreement is that the procedures hereinafter set forth shall serve as a means of peaceful settlement of all disputes that may arise between the parties as to the meaning or application or provisions of the agreement.
- B) It is further understood that suspension, demotion, and discharge shall be made in accordance with Township Ordinance 0-82-16, State Statute and Civil Service. In the event such actions are sustained, the aggrieved individual shall possess all rights of appeal as an individual pursuant to Civil Service as provided by Law. Any disciplinary action, whether it results in a financial loss by suspension or fine, or not, shall be subject to the grievance procedure.

STEP 1: As to grievance, the aggrieved employee shall present the grievance in writing to his/ her immediate supervisor. The grievance must be presented within ten (10) working days of its

occurrence or knowledge of its occurrence. The supervisor will give his/her written answer within six (6) working days of the date of presentation of the grievance.

STEP 2: If the grievance is not settled in Step 1, it shall be reduced to writing and presented through the chain of command as follows: Department of the Township clerk, the grievance shall be presented to the Township Clerk; Department of Administration and Department of Municipal Court, the grievance shall be presented to the Business Administrator; Department of Community Services, Recreation, Community Development and Department of Public Works, the grievance shall be presented to their respective Department Heads; Department of Police, the grievance shall be presented to the Police Chief. The grievance shall be in detail and be dated. That level will reply to the grievance within five (5) working days of the date of the presentation of the written grievance. The aggrieved employee may be represented by an attorney or the employee bargaining unit in presenting his grievance.

STEP 3: If the grievance is not settled in Step 2, the written grievance shall be presented to the Mayor, within five (5) working days after the response is given. After a grievance hearing, at which the employee shall have his representative present, the Mayor will reply to the grievance in writing within seven (7) days of the date of the presentation of the written grievance (Saturday, Sunday and Holidays excluded).

STEP 4: If the grievance is not settled in Step 3, it may be submitted by the Union to an arbitrator from P.E.R.C. or the American Arbitration Association mutually agreeable to both parties. The findings of the arbitrator shall be binding. The cost of such arbitration will be borne equally by both parties.

- C) A grievance may be filed by Local 1014 at its own instigation or at the request of any employee covered under this agreement instead of any individual employee at the sole discretion of the union.

ARTICLE 7. EMPLOYEE RIGHTS

- A) Pursuant to Chapter 303, Public Laws 1968, the Township of Gloucester hereby agrees that every employee shall have the right to freely organize, join, and support Local 1014 and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of Law of the State of New Jersey, the Township undertakes and agrees that it shall not directly nor indirectly discourage, deprive, nor coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other Laws of New Jersey or the constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours of work,

wages, or any terms and conditions of employment by reason of his membership in Local 1014 and its affiliates, collective negotiations with the Township or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.

- B) Representatives of Local 1014 shall be permitted time off to attend negotiating sessions, provided the efficiency of the Department is not affected thereby.
- C) Each Employee shall be made aware of material to be placed into his or her file and shall have access to his or her complete personnel file upon reasonable notice to the Business Administrator during regular business hours. All information in the file shall be available, except for reference checks and other information given in the process of hiring which is confidential in nature.
- D) The Township agrees to notify the employee if any material discriminatory to the employee is placed in his personnel file.
- E) The Township shall maintain a separate file on each employee containing such records as medical, psychological and psychiatric examinations, pre-employment inquiries and background investigations.

ARTICLE 8. BILL OF RIGHTS

- A) To ensure that individual employee rights are not violated, the following shall represent the employee's Bill of Rights.
 - 1) An employee shall have the right to union representation at each and every step of the grievance procedure as set forth in this Agreement.
 - 2) An employee shall not be required to submit to an interrogation by the employer and/or representatives of said employer without union representation present at such interrogation.
 - 3) No recording devices, of any type, shall be used at such interrogation.
 - 4) In all disciplinary hearings and/or hearings designated for the appeal of a disciplinary action already taken, the employee shall be entitled to union representation, the Trustee or Shop Steward or his designee and a union representative from CWA Local 1014 bargaining unit of which the employee is a member.
 - 5) In all disciplinary hearings or hearings designed for the appeal of any disciplinary action the employee and/or his union representative(s) shall have the right to introduce evidence and witnesses on his behalf. Furthermore, the employee and/or his union representative(s) shall be

granted the right to cross-examine any and all witnesses against him.

- 6) Recording devices may be used only if prior agreement by the union is reached. The union shall be given a duplicate of any and all recordings made. Cost for such shall be shared equally between the union and the employer.
- 7) No employee shall be intimidated, coerced, or suffer any reprisal by the employer for having exercised his rights under this Agreement.

ARTICLE 9. UNION DUES

- A) The Employer agrees to deduct monthly, Local 1014's monthly membership dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Financial Director of the Township of Gloucester by the Financial Secretary of Local 1014, together with a list of names of all employees for whom deductions are made, as well as instructions as to where the Township should remit the aggregate deductions. The aggregate deductions of all employees shall be remitted with a list of names of all employees for whom the deductions were made by the tenth (10) day of the succeeding month after such deductions are made. The revocation of this authorization shall be in writing, in duplicate, one to be sent to Local 1014 and one copy to the Financial Director of the Township, and further, in accordance with the provisions of applicable statutes as presently exist or as may be amended.
 - 1) The Township and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, or political affiliation.
 - 2) The Township and the Union agree that all members covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Union against any member because of the member's membership or non-membership or activity or non-activity in the Union.
 - 3) This Agreement shall be equitably applied to all employees covered by this Agreement.
- C) The Employer agrees to deduct monthly from any Employee who requests in writing that such deductions be made to the CWA Political Action Fund.

ARTICLE 10. JOINT LOCAL 1014 - MANAGEMENT COMMITTEE

- A) A committee consisting of a Township representative and a Local 1014 representative shall be established for the purpose of reviewing the administration of this Agreement and to resolve

problems that may arise. Said committee will meet when necessary and required. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiating meetings. The purpose and intent of such meetings is to foster good employment relations through communications between the Township and Local 1014 on such matters as:

- 1) Discussing questions arising over the interpretation and application of this agreement.
- 2) Disseminating general information of interest to the parties.
- 3) Giving Local 1014 representatives the opportunity to express their views or to make suggestions on subjects of interest to employees of the bargaining unit.
- 4) To notify the employees in the bargaining unit of changes in non-bargainable conditions of employment contemplated by management.
- 5) The promotion of education and training.
- 6) The elimination of waste and the conservation of materials and supplies.
- 7) The improvement of working conditions, the safeguarding of health and prevention of hazards to life and property and the strengthening of the morale of the employees.

ARTICLE 11. WORK SCHEDULES

- A) The regularly scheduled work week shall consist of four (4) consecutive days, Monday through Thursday inclusive, 8:00 a.m. through 5:45 p.m. (35 hours per week) or Tuesday through Friday inclusive, 8:00 a.m. through 5:45 p.m. (35 hours per week).
- B) The hours for the titles of sub-codes and inspectors shall not exceed 35 hours per week and will be scheduled between 7:00 A. M. to 5:45 P.M. Monday through Friday.
- C) In the event that there is a need for the Township to revert to a five (5) day work week, then the regularly scheduled work week shall consist of five (5) day, Monday through Friday, inclusive 8:30 a.m. through 4:30 p.m. Neither the regular starting time of work shifts, nor the work shift will change without 2 weeks' notice to the affected employees and without first having discussed such need for the change with representative of Local 1014.
- D) If a workplace closes for Election Day employees will suffer no loss of pay or be forced to use their own paid time off.

ARTICLE 12. OVERTIME - CALL IN TIME

- A) Overtime refers to any time worked beyond the regular hours of duty and is granted only when an

employee is ordered to work by a supervisor.

- B) Time and one half the employees regular rate of pay shall be paid for work under any of the following conditions:
 - 1) All work performed in excess of the employee's regular hours of duty in any one day.
 - 2) All work performed in excess of the employee's regular hours of duty in any one week.
 - 3) All work performed on Saturday, provided the employee has satisfied the thirty-five (35) hour work week requirement. All time paid is considered hours worked.
- C) Double time the employees' regular hourly rate of pay shall be paid for work under any of the following conditions:
 - 1) All work performed on Sunday, provided the employee has satisfied the thirty-five (35) hour work week requirement. All time paid is considered hours worked.
 - 2) All time worked on a Holiday in addition to the Holiday pay.
- D) Overtime work shall be distributed as equally as possible among employees within the same classification within the Department and who have been given a reasonable notice (2 hours) that overtime will be worked, except in cases of emergency.
- E) Overtime shall be paid currently or at least no later than the second pay period after overtime was worked.
- F) Any employee who is requested and returns to work during a period other than his/her regularly scheduled shift, and who has received less than 24 hours advance notice of the call in, shall be guaranteed not less than four (4) hours pay at the appropriated overtime rate, regardless of the number of hours actually worked.
- G) Any employee who is requested and returns to work during a period other than his/her regularly scheduled shift, and who has received at least 24 hours advance notice of the call in, shall be guaranteed not less than two (2) hours of pay at the appropriate overtime rate, regardless of the number of hours actually worked.
- H) Overtime outside of the Department shall be distributed as equally as possible providing the employee is qualified to perform said duties and shall be done using the rotating and seniority list as a basis.

- I) Any employee who may be required to carry a beeper for emergency, on call service, shall be compensated at the rate of \$525.00 per week (a week shall consist of 7 days) in addition to any actual call out time on an hour for hour basis that may occur. Said compensations shall be added to the affected employee's base pay. Additionally, the Township shall pay for the required Beepers, Fax Machines, and Telephone Lines along with the monthly bill and maintenance of the same. In the event the Township reverts to a five day per week schedule, the weekly on-call amount shall be reduced by \$75 per week.

ARTICLE 13. WAGE SCHEDULE

- A) Employees will be paid as set forth in Appendix A and Appendix C.
 - 1) The pay rates set forth in Appendix A and Appendix C represent increases of 2.5% effective January 1, 2020. The pay rate increases shall be retroactive to January 1, 2020 on base salary wages.
- B) Permanent part-time employees shall receive pro-rated sick, vacation, personal time and holidays.
- C) All part-time employees working an average of 30 hours per week or more shall be entitled to the same medical rights and benefits as full-time employees. The Township shall not employ part-time employees working an average of more than 20 hours per week but less than 30 hours per week, except for Recreation Aides, Recreation Attendants, Recreation Leaders Teacher Aides, Clerk 1's, and those working more than 20 hours per week but less than 30 hours per week as of September 17, 2015, and any additional employees to which the Township and Local 1014 may agree.
- D) All current permanent part-time employees, hired before the execution of this Agreement, September 17, 2015, working in the title of Teacher Aide, with five (5) years of service with the Township, working over 20 hours per week shall be entitled to a cash payment equal to forty-eight percent (48%) of the "Taxable Cash Payout" in the "Flexible Health Benefits Plan" as provided in Article 25 effective January 1, 2015. Effective January 1, 2018, the following active employees working in the title of Teachers Aide, who were hired before September 17, 2015 and had five (5) years of service with the Township, working over 20 hours per week, but less than 30, shall be entitled to a taxable cash payment equal to forty-nine and one-half percent (49.5%) of the medical insurance opt-out waiver available to full time employees pursuant to Article 27. Payment shall be made quarterly. Notwithstanding any other provision of the contract, this payment is limited to the following specifically named individuals: Deborah Commons, Judith Foschini, Carol Keck, Marie Vaughn, Linda Wojciechowski, Joann Lauri). If any of these same specifically named individuals retire after January 1, 2017, they shall be entitled to an annual payment of \$1,125 during retirement, for a period not to exceed 10 years. If as of November of the calendar year, it is

determined by the Township that the Township's Pre-K program did not raise sufficient funding through tuition and other non-Township revenue sources to cover program expenses, the cash payment for employees in the title of Teacher Aid will be terminated. Notwithstanding any other provision of the contract, the payment shall not extend further into retirement as described above.

- E) All part-time employees working in the titles of Recreation Aide, Recreation Attendant, and Recreation Leader working more than 30 hours per week shall be entitled to the same medical rights and benefits as full time employees, on a pro-rated basis.
- F) All current employees shall receive the appropriate increase to adjust the level as designated by the respective grade in addition to any wage increase as proposed.
- G) Paychecks shall be issued every other week (bi-weekly).

ARTICLE 14. VACATION

- A) Employees covered by this Agreement shall be entitled to the following annual vacation leave:
 - 1) Seven (7) hours for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and three and one half (3.5) hours if they begin on the 9th through the 23rd day of the month. After the initial month of employment and up to the end of the first calendar year, seven (7) hours for each month of service."
 - 2) From one (1) year up to and including the third (3rd) year of service, 98 hours per year.
 - 3) From the Fourth (4th) year up to and including the sixth (6th) year of service, 126 hours per year.
 - 4) From the seventh (7th) year up to and including the ninth (9th) year of service, 154 hours per year
 - 5) From the tenth (10th) year up to and including the twelfth (12th) year of service, 182 hours per year.
 - 6) From the thirteenth (13th) year of service through retirement, 210 hours per year
- B) Where in a calendar year the vacation leave or any part thereof is not used, such vacation period shall accumulate and any unused vacation time, resulting from the pressure of work as determined by the Department Head, may be carried forward for a period of one year only, and must be taken prior to the end of the next year.

- C) However, if in the last year, due to the pressure of work as determined by the Department Head, the employee still has accumulated vacation time that will be lost, the employee has the right to sell that time only.
- D) Vacation time cannot be used for sick time without the express written consent of the employee.
- E) It is understood that each employee shall have fully earned their vacation as of the first of the year, however, if the employees leaves the service of the Township, their earned vacation time unused will be prorated for the time period worked in that year, and paid to the employee in their last paycheck, provided they have given a proper notice of intention to resign or are laid off.
- F) Eligible employees shall be entitled to sell back vacation leave on an annual basis at the current rate of pay provided that the employee submits a request prior to October 1 of each year. Payment to eligible employees will be made on the second pay day in May of each year.
- G) Employees shall be eligible to sell back vacation leave in accordance with the following schedule:
 - 1) Seven to Nine (7-9) Years of Service with the Township-----Up to 20 Hours Vacation Leave
 - 2) Ten to Fourteen (10-14) Years of Service with the Township-----Up to 40 Hours Vacation Leave
 - 3) Fifteen (15) Years of Service and Over with the Township -----Up to 80 Hours Vacation Leave

ARTICLE 15. HOLIDAYS

- A) The following thirteen (13) days shall be observed as normal Holidays during the years of this Agreement: New Year's Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Eve, Christmas Day, and two (2) floating township holidays to be scheduled at the employee's discretion, with the approval of the Director. Employees must designate the dates of all floating holidays on or before October 31 of each year.
- B) Holidays which fall on a Saturday shall be celebrated on the preceding workday. Holidays which fall on a Sunday shall be celebrated on the succeeding workday. When the Township, Governor of New Jersey or President of the United States, declares a day off, in addition to those set forth above, any employee who is required to work on such day shall be granted an additional day off at a later date, mutually agreed upon by the Employee and the Department Head so as not to interfere with the daily operation of the Department. In the event that the work schedule is Monday through Friday, Good Friday and the Friday after Thanksgiving will become holidays in lieu of Christmas Eve and one of the floating township holidays set by the employee with the approval of

the Director.

- C) In order to be entitled to the above paid holidays, employees must work the full regular workday before and after the holiday. In the event of sickness on the day before or the day after the holiday, the employee must obtain a doctor's certificate to be eligible for the holiday pay, provided they are in a fully paid status (before and after the holiday).

ARTICLE 16. PERSONAL DAYS

- A) All full-time permanent employees shall be granted thirty-five (35) personal hours each year, pro-rated for new employees. Personal hours shall be allotted to each employee per year to be used at the discretion of the employee upon approval of their Department Manager. Any unused personal days are forfeited at the end of each calendar year.
- B) Any unused personal time at the end of the calendar year shall be banked separately and can be utilized up to the total amount banked once all accumulative leave has been exhausted in the case of a catastrophic event as determined by the Mayor or designee.

ARTICLE 17. SICK LEAVE

- A) Sick leave may be used by employees who are unable to work because of (1) personal illness or injury; (2) exposure to contagious disease; (3) care, for a reasonable period of time, of a seriously ill member of the employee's family; (4) death in the employee's family, for a reasonable period of time; and (5) sick leave may be used by an employee with a disability for absences related to the acquisition or use of an aid for the disability when the aid is necessary to function on the job, to the extent reasonable proof is presented. "Family" means a child, grandchild, sibling, spouse, domestic partner, civil union partner, parent, or grandparent of an employee, or a spouse, domestic partner, or civil union partner of a parent or grandparent of the employee, or a sibling of a spouse, domestic partner, or civil union partner of the employee or any other individual related by blood to the employee.
- B) New employees shall earn 12.5 hours for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and 6.25 hours if they begin on the 9th through the 23rd day of the month. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with 12.5 hours for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with 150 hours. An employee shall earn and accumulate sick leave without limitation so long as the employee is on an active paid status. If an employee uses none or only a portion of such accumulated sick leave during a calendar year, the earned but unused accumulated leave shall carry forward from year to year. Upon separation from employment, an employee shall be required to repay the Township for any paid sick leave which was taken but not earned as of the date of

separation.

- C) After one work week of sick leave, employees may be required to present evidence of illness or injury upon return to work. Without evidence of illness or injury, absences will be considered unexcused. After two consecutive work week's absence on sick leave for any single instance, a medical professional's verification, including current work status and return to work date, must be submitted in order for the absence, and any further absence for this single instance, to be excused. If an employee is attending to an immediate family member, including civil union partner, evidence of illness or injury for that individual is required. Prior to the return to work, the Township may require an employee to be examined by a medical professional designated by the Township to verify fitness to return to normal duties. An employee will be required to provide proper documentation upon return to work. An employee who has exhausted his/her full allotment of sick leave in any calendar year or who exhibits a pattern of sick leave use, such as the regular use of sick leave on a particular day of the week, shall have his/her sick leave record reviewed by the Township and, thereafter, with prior notice, may be required to furnish evidence of illness or injury in support of the additional use of sick leave during that calendar year. Without the required evidence of illness or injury, absences will be considered unexcused. An employee will be required to provide proper documentation upon return to work.
- D) An employee who does not expect to report for work on any working day because of personal illness for any of the reasons as set forth above, shall notify the appropriate office by telephone or personal messenger no later than 15 minutes past scheduled starting time. Failure to do so could result in a loss of pay for that period of absence.
- E) Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved upon the certification of the local Health Department.
- F) Full time provisional employees of the Township shall be entitled to sick leave in the same amount and for the same reasons as provided for permanent employees.
- G) Annually for each thirty-five (35) sick hours not used, of the current year, [earned sick hours] the employees shall receive an additional ½% pay on or about November 1st of each year, not to exceed 2%.
- H) Any permanent full-time employee who has exhausted accumulated sick leave, by reason of illness, as proved to the satisfaction of the Township shall be continued on the Township's Health Benefits Plan for a period not to exceed six (6) months, provided they continue to pay the employee portion of their premium share.

- I) The Township shall continue to provide a Disability Plan equal to or better than the New Jersey State Disability Plan.
- J) Allowable uses for Sick Leave in accordance with NJ Earned Sick Leave Law:

The employer shall permit employees to use the earned sick leave accrued for any of the following:

Time needed for diagnosis, care, or treatment of, or recovery from, an employee's mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee;

Time needed for the employee to aid or care for a family member of the employee during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member;

Absence necessary due to circumstances resulting from the employee, or a family member of the employee, being a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member: medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence; services from a designated domestic violence agency or other victim services organization;

Psychological or other counseling; relocation; or legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence;

Time during which the employee is not able to work because of a closure of the school or place of care of a child of the employee, by order of a public official due to an epidemic or other public health emergency, or because of the issuance by a public health authority of a determination that the presence in the community of the employee, or a member of the employee's family in need of care by the employee, would jeopardize the health of others;

Or time needed by the employee in connection with a child of the employee to attend a school-related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability."

ARTICLE 18. RESIGNATION/RETIREMENT

- A) If an employee gives two weeks' notice when he intends to resign, he shall be paid for any accrued vacation time, pro-rated for the current year.
- B) If an employee resigns or retires in good standing after ten years of service with the township, the employee shall be entitled to compensation for accrued unused sick leave hours at the rate of ten dollars (\$10.00) per hour, which shall increase to twelve dollars (\$12.00) per hour effective September 17, 2015, for each unused sick hour. Employees shall be compensated for all unused sick leave hours accumulated prior to January 1, 1984, and up to a maximum of 560 hours for unused sick leave hours accumulated on or after January 1, 1984. Employees hired after September 17, 2015 shall be entitled to a maximum payment of \$15,000 upon retirement.
- C) Employees who retire after 25 years of service in the State Pension System will continue to receive Township benefits for medical, prescription, dental, and vision as provided in Article 27. In order to be eligible for retirement health benefits, employees hired after September 17, 2015 must have 25 years of service with the Township. Employees who retire at 62 years of age or older after a minimum of fifteen (15) years of service with the Township shall be eligible to receive retirement health benefits through the Township, until age 65, with a 30% premium contribution, and will be able to choose from medical plan options currently offered to active employees. The Township will permit any employee having more than ten (10) years of service with the Township but less than twenty-five (25) years of service with the Township to continue their Hospitalization Insurance for an indefinite period of time provided the employee pays 100% of the cost of such plan.
- D) If an employee resigns or retires, in good standing after twenty-five years of service with the Township the employee shall be entitled to compensation up to a maximum of 800 accrued unused sick leave hours, which shall increase to 900 accrued unused sick leave hours effective September 17, 2015, and all accrued unused vacation hours at the current hourly rate.
- E) If an employee retires from the Township after 25 years of service the Township agrees to provide the employee the Health Insurance reimbursement for up to \$200.00 towards the deductible, (\$100.00 for single coverage/\$200.00 for family coverage). In addition, the Township agrees to provide an \$800.00 prescription/eyeglass/dental plan.
- F) If the employee does not give the proper two weeks' notice of his intention to resign or retire, the Township shall determine whether or not the employee shall be entitled to any compensation under this Article.

ARTICLE 19. WORKERS COMPENSATION

- A) In the event an Employee becomes disabled by reason of a work-related injury or illness and is

unable to perform his/her duties, then the Employee shall be entitled to full pay for a period up to one (1) year, provided all conditions of this Article are met.

- B) The employee shall notify his or her Department Head of the work-related injury or illness immediately.
- C) The employee shall be required to present evidence by a certificate of a duly authorized physician that he/she is unable to work, and the Township may reasonably require the employee to present such certificate from time to time.
- D) No charge shall be made to the employees sick or vacation leave accumulation.
- E) An employee who is injured and unable to return to work for a period less than seven (7) days shall not be charged with any sick or vacation leave benefit because of said injury or illness, however, a Doctor's Certificate will be required stating the nature of the injury or illness and the length of absence required for same.

ARTICLE 20. BEREAVEMENT LEAVE

- A) In the event of death of a member of an employee's immediate family, the following leave of absence, with pay, shall be granted.
 - 1) Seven (7) days off with pay shall be granted in the event of death of an employee's Mother, Father, or Parental Guardian, Spouse, Children of the employee, Brother, Sister.
 - 2) Five (5) days off with pay shall be granted in the event of death of an employee's Grandmother, Grandfather, Grandchild, Step Parents, Step Children, Step Siblings and Foster Children.
 - 3) Three (3) days off with pay shall be granted in the event of death of an employee's Mother-in-Law, Father-in-Law, Brother-in-Law, and Sister-in-Law, spouse's grandmother, grandfather, grandchild, spouse's step-parents, aunts, and uncles.
 - 4) One (1) day shall be granted for nieces, nephews, and cousins.

ARTICLE 21. UNION LEAVE

- A) The Township agrees to allow the union representative a reasonable amount of time off from work to attend to union business, provided such time does not interfere with the anticipated work assignments.
- B) The Township further agrees that all employees covered by this agreement shall be granted reasonable time off from work to attend group meetings of the union, such meetings shall not

exceed one half (½) hour a month, when necessary.

ARTICLE 22. MATERNITY/PATERNITY LEAVE

- A) Request for maternity/paternity leave shall be made in writing, no later than the one month prior to effective date of leave.
- B) Except for reasons of health or inability to perform her job, the pregnant employee shall be permitted to work, providing the attending physician approves and so advises in writing. A pregnant employee shall be granted earned and accumulated sick and vacation leave time during the time prior to and after the actual date of birth.
- C) Employees requesting paternity leave shall be granted earned and accumulated sick and vacation leave time after the actual date of birth.
- D) Additional time, without pay, may be granted for reasons of the employee's individual health, upon presentation of a Doctor's Certificate, setting forth the necessity therefore.

ARTICLE 23. MILITARY LEAVE

- A) Military leave shall be granted in accordance with Civil Service rules and regulations and Township "Policies and Procedures."

ARTICLE 24. JURY DUTY

- A) Employees shall be given time off without loss of pay when performing Jury Duty in the following circumstances:
 - 1) In State/County Court, the employee shall serve without loss of pay and is allowed to retain any stipend for services.
 - 2) In Federal Court, the employee shall receive full pay plus a maximum stipend of five (\$5) dollars paid by the Federal Court. All monies received by the employee in excess of five (\$5) dollars paid by the Federal Court in services as a Federal Juror shall be returned to the Township Treasurer's office.

ARTICLE 25. COURT TIME

- A) Employees shall be given time off without loss of pay when commanded to appear as a witness and not a party before a court, legislative committee, or judicial or quasi-judicial body.

ARTICLE 26. LEAVE OF ABSENCE - WITHOUT PAY

- A) A permanent employee holding a position in the classified service who is temporarily incapacitated to perform his duties due to either physical or mental reasons may be granted a special leave of absence, without pay, for a period not to exceed six (6) months. Said special leave may be extended for another period, not to exceed six (6) months, with the approval of the Township.
- B) Any permanent employee desiring such special leave of absence, without pay, shall submit his request, in writing, stating the reasons why, in his opinion, the request should be granted along with the anticipated date of his return to duty.
- C) Employees shall be given time off without loss of pay when performing jury duty.
- D) Employees shall be given time off without loss of pay when commanded to appear as a witness and not a party before a court, legislative committee or judicial or quasi-judicial body.

ARTICLE 27. HEALTH BENEFIT PACKAGE

- A) For all employees, the Township will provide a Medical Insurance Plan equal to the existing plan as modified by this agreement. In no event will this coverage be changed unless an equivalent or improved plan is obtained by the Township. The Plan shall remain as it was in the 2014-2016 Agreement until January 1, 2018, at which time the Township shall make available a menu of medical benefits plans for employees to choose from. Employees will have the opportunity to select the plan that best meets their needs. Effective January 1, 2018, the Township shall establish a "Base Plan" for all covered employees (Appendix E). Employees who select coverage under any other plan offered, with a higher premium than the "Base Plan" shall pay an upcharge in addition to the premium share contribution set forth in Chapter 78, P.L. 2011.
- B) The Township agrees to provide for all active employees covered hereunder, and for those who retire with twenty-five (25) years of service with the Township, and opt not to participate in the above-described program, a benefit up to \$4,500.00, subject to the limits set forth in N.J.S.A. 40A:10-17.1, to be used as determined by the Township and permitted by I.R.S. in accordance with a "menu", procedures, exclusions, requirements, etc. as determined by the Township. All employees will receive a copy of the Plan Document which will include the "menu", procedures, exclusions, requirements, etc.
- C) It is acknowledged that the existence of the "opt-out" benefit and the amount is subject to the discretion of the Township pursuant to N.J.S.A. 40A:10-17.1.
- D) If an employee declines the package and then loses other coverage during the year, the employee may reenroll in the Township's plan.

- E) Employees hired after September 17, 2015 must have 25 years of service with the Township to be eligible for the retirement benefit.
- F) All current active bargaining unit members shall contribute towards health insurance premium share at the fully phased in contributions set forth in the “contribution tables” pursuant to Chapter 78, P.L. 2011, meaning that they shall pay health insurance premium shares in accordance with the percentages consistent with Year 4, for Family, Employee/Spouse, Parent/Child, or Single level coverage.

These contributions shall be made on a pre-tax basis pursuant to an IRS Section 125, Salary Reduction Premium Only Plan, in accordance with the Township’s regular payroll practices. No contribution shall be required if the employee declines health insurance coverage.

- G) Effective with September 17, 2015, the Township will no longer reimburse an employee on active pay status for the premium cost of the Medicare Plan when the employee or his/her spouse reaches age 65, except that employees currently reimbursed shall be grandfathered and continue to be eligible for the reimbursement.
- H) Employees retiring from the Township with 25 years of service shall continue to receive health and prescription benefits in accordance with the provisions of Article 18. Employees who retire after January 1, 2017, and are eligible for health insurance coverage, shall contribute 1.5% of pension, meaning that their contribution shall be based on 1.5% of the monthly retirement allowance (inclusive of COLAs).

Coverage shall remain in effect until the age of Medicare eligibility at which time the Township-provided coverage shall become secondary to Medicare. The retired employee and any eligible dependents must enroll in Medicare (Part A and B) in order to maintain Township-provided coverage after becoming Medicare eligible. The Township shall reimburse the retired employee the cost of Medicare B coverage for the retired employee and any eligible dependents. All retirees and their eligible dependents may choose between medical, dental and prescription plans which are currently available to active employees, meaning that any employee receiving health benefits in retirement will be required to be enrolled in the “then current plan” for active employees. Retired employees eligible for health insurance will continue coverage for life. Upon the death of a retired employee, the eligible spouse shall continue coverage as the primary member of the applicable health insurance plan.

- I) Employees who retire at 62 years of age or older after a minimum of fifteen (15) years of service with the Township shall be eligible to receive retirement health benefits through the Township, until age 65, with a 30% premium contribution, and will be able to choose from medical plan

options currently offered to active employees.

- J) In the event of an employee's death while actively employed, the surviving spouse and dependents shall continue to receive the medical plan the employee was on while active for a period of five (5) years after the death of the employee. The surviving spouse/dependents will be required to pay the Annual Employee Cost for Coverage on the Plan and Benefit level selected.
- K) The Township will permit any employee having more than ten (10) years of service with the Township but less than twenty-five years of service with the Township to continue their Hospitalization Insurance for an indefinite period of time provided the employee pay 100% of the cost of such plan.
- L) The Township shall provide up to \$500 to employees through a health spending account to offset the cost of qualifying medical expenses such as prescription medication, vision exams, prescription glasses and contact lenses, medical deductibles and co-pays, which shall not continue into retirement.

ARTICLE 28. MILEAGE

- A) The Township agrees to provide transportation to and from training schools as incidental to the employee's position. For any schools at any area, the Township agrees to provide members covered under this agreement the daily round trip transportation in the form of a Township vehicle or mileage will be reimbursed according to I.R.S. standards when such employee must use their own vehicle for same.

ARTICLE 29. COLLEGE CREDITS

- A) Upon completion of a course of education, in a job-related subject and the presentation of a college transcript indicating the course, final passing grade, and credit hours, any employee who has pursued such advance education to advance themselves within their classification, shall be granted the sum of twenty dollars (\$20.00) per credit hour, per course, on a one-time basis only.
- B) Such payment will be made on or about November 1st, upon receipt of a fully executed Township voucher, with the documentation attached and signed by the employee.

ARTICLE 30. SENIORITY

- A) Seniority is defined as an employee's total length of service with the Township of Gloucester, beginning with his original date of hire.
- B) An employee having broken service with the Township, (as distinguished from a leave of absence), shall not accrue seniority credit for the time when he was not employed by the Township.

- C) If a question arises concerning two or more employees who were hired on the same date, the following shall apply:
- D) If hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which employees are already shown on the Township's payroll records, first name, first preference, etc.
- E) For employees hired on the same date subsequent to the date of this Agreement, preference shall be given in alphabetical order.
- F) The Township shall maintain accurate, up to date, seniority roster showing each employees date of hire, classification, and pay rate and shall furnish copies of same to the representative upon request.
- G) Except where New Jersey Civil Service statutes require otherwise, in cases of promotions, demotions, layoffs, recalls, vacation schedules, and other situation where substantial employee advantages are concerned, the employee with the greatest amount of seniority shall be given preference, provided he has the ability to perform the work involved.
- H) A list shall be maintained by the Township indicating the number of positions available. Such positions shall be posted on the Local 1014 Bulletin Boards and in the appropriate offices wherein the position is available. A minimum notice of eight (8) days before that position is permanently filled is required so that employees may have adequate time to apply, provided the employee has the ability to perform the work involved, the position should be filled from within. Any employee wishing to bid for an opening or vacant position shall do so in writing or by email.

ARTICLE 31. PROMOTIONS

- A) The Township agrees that promotions shall be made in accordance with Civil Service Rules and Regulations. It further agrees not to discriminate on promotions because of religion, race, creed, politics, gender or age. Employees appointed to new positions through the New Jersey Civil Service Commission promotional examination process shall be subject to a working test period pursuant to N. J. A. C. 4A: 4-5.1 et seq.
- B) An employee who is required to work in a higher paid classification than his own shall be approved for such work and compensation as paid the current incumbent after he has performed said work for the (3) consecutive weeks, spending at least 50% of his time on the higher paid job.
- C) The Township agrees to honor all requests for desk audit. Such desk audit shall be in accordance with Civil Service Rules and Regulations.

- D) When an employee is promoted (so as to assume additional duties and responsibilities, or in recognition of the performance of duties beyond those required by his/her old title) from one class of title to another having a higher salary, the employee shall receive a salary in accordance with the appropriate wage schedule based solely on the grade of the new title and the employee's date of hire.
- E) Employees undergoing on the job training will not be considered as performing work in a higher paid classification or being promoted. Such on the job training will not exceed twelve (12) consecutive weeks. Any employee undergoing on the job training will be paid at the rate of pay of his own classification.
- F) The Township agrees that any employee hired with the Title of Clerk will be promoted to Clerk Typist, upon successful completion of a typing test, on their 1st year anniversary. The Township agrees that any employee hired with the title of Clerk Typist will be promoted to Sr. Clerk Typist on their 1st anniversary.

ARTICLE 32. LAY OFF OR DISCHARGE

- A) If an employee is laid-off, he is to be paid for any earned, accumulated vacation time pro-rated for the current year in addition to the following schedule:
 - 1) One (1) to Five (5) years of service - One (1) weeks' severance pay.
 - 2) Six (6) to Ten (10) years of service - Two (2) weeks' severance pay.
 - 3) Eleven (11) to Fifteen (15) years of service - Three (3) weeks' severance pay.
 - 4) Sixteen (16) or more years of service - Four (4) weeks' severance pay.
- B) If an employee is discharged for cause, the Township shall determine whether or not he shall be paid for any earned, accumulated vacation time depending upon the circumstances of his dismissal.

ARTICLE 33. SAFETY AND HEALTH

- A) The Township shall, at all times, maintain safe and healthful working conditions and will provide employees with any wearing apparel, tools, or devices reasonably necessary in order to insure their safety and health.
- B) In the case of an emergency affecting employees covered by this Agreement, as declared by the local Police Authorities, it shall be the Township's duty to notify all Department Heads, as soon as possible with respect to an appropriate course of action.

ARTICLE 34. TERMINATION

- A) This Agreement shall be effective as of the 1st day of January 2017 and shall remain in full force and effect until the 31st day of December 2019. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred fifty (150) days prior to the anniversary date that it desires to modify the Agreement. In the event such notice is given, negotiations shall begin not later than one hundred twenty (120) days prior to the anniversary date. This Agreement shall remain in force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.
- B) In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.
- C) Any changes, modifications, or amendments of any one part of this contract shall not cause a change, modification or amendment in any other part unless expressly so stated, and this Agreement shall continue in full force and effect. This writing contains the entire Agreement between the parties and shall not be changed, enlarged, diminished, or modified in any way without express written approval of both parties.
- D) Upon proper notice as stated in Article 32, Section 1, the parties to this Agreement will enter into negotiations for the purpose of changing or modifying this Agreement. In the event that an impasse is reached during those negotiations, either party shall have the right to submit the dispute to mediation. The dispute shall be submitted to mediation pursuant to the rules and regulations of the Public Employees Relations Commission.

ARTICLE 35. WORKPLACE DEMOCRACY ACT

- A) CWA Local 1014 shall have the following rights:
 - 1. The right to meet with individual employees on the premises of the Township during the workday to investigate and discuss grievances, workplace-related complaints, and other workplace issues;
 - 2. The right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the Township's premises to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of CWA Local 1014, and internal union matters involving the governance or business of CWA Local 1014; and

3. The right to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 and a maximum of 120 minutes, within 30 calendar days from the date of hire, during new employee orientations, or if the Township does not conduct new employee orientations, at individual or group meetings.
4. Within 10 calendar days from the date of hire of negotiations unit employees, the Township shall provide the following contact information to CWA Local 1014 in an Excel file format or other format agreed to by the CWA: name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the Township, date of hire, and work email address and any personal email address on file with the Township. Every 120 calendar days beginning on January 1, 2020 the Township shall provide CWA Local 1014, in an Excel file or similar format agreed to by the CWA, the following information for all negotiations unit employees: name, job title, worksite location, home address, work, home and personal cellular telephone numbers, date of hire, and work email address and personal email address on file with the Employer.
5. The home addresses, phone numbers, email addresses, dates of birth, and negotiation units and groupings of employees, and the emails or other communications between CWA Local 1014 and their members, and non-members, are not government records and are exempt from any disclosure requirements of P.L. 1963, c. 73 (C.47:1A-1 et seq.).
6. CWA Local 1014 shall have the right to use the email systems of the Township to communicate with negotiations unit members regarding collective negotiations, the administration of collective negotiation agreements, the investigation of grievances, other work-place related complaints and issues, and internal union matters involving the governance or business of the Union.
7. CWA Local 1014 shall have the right to use government buildings and other facilities that are owned or leased by the Township to conduct meetings with their unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union, provided such use does not interfere with Township operations. Meetings conducted in Township buildings pursuant to this section shall not be for the purpose of supporting or opposing any candidate for partisan political office, or for the purpose of distributing literature or information regarding partisan elections. CWA Local 1014 conducting a meeting in a Township building or facility pursuant to this section may be charged for maintenance, security and other costs related to the use of the building or facility that would not otherwise be incurred by the Township.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals in the Township of Gloucester, New Jersey, on this _____ day of _____, 2020.

For the Township of Gloucester

For CWA Local 1014

<u>Paul H. May</u> 10/13/2020	<u>James McGray</u> 10/15/2020
_____ 10/8/2020	<u>Donna Marie Barnett</u> 10/17/2020
<u>Larry [unclear]</u> 10/21/20	<u>Joseph Shrin</u> 10/20/20
	<u>Stacy Kulemto</u> 10/20/20
	<u>Ken Bauli</u> 10-21-20
	<u>Jim Gore</u> 10/20/2020
	<u>[unclear]</u> 10/20/2020
	<u>Jan MST</u> 10/20/2020

Dated: _____

Dated: _____

APPENDIX A -1 – NON-CLERICAL WAGE SCALE

HOURLY RATES AS OF 1/1/2020

	HIRING YEAR						
	2019- 2020	2018	2017	2016	2015	2014	2013
Building Subcode Official HHS License	\$41.29	\$42.73	\$42.73	\$42.73	\$43.55	\$43.55	\$43.55
Plumbing Subcode Official HHS License	\$41.29	\$42.73	\$42.73	\$42.73	\$43.55	\$43.55	\$43.55
Fire Subcode Official HHS License	\$41.29	\$42.73	\$42.73	\$42.73	\$43.55	\$43.55	\$43.55
Electrical Subcode Official HHS License	\$41.29	\$42.73	\$42.73	\$42.73	\$43.55	\$43.55	\$43.55
Senior Building Inspector ICS License	\$35.42	\$36.65	\$36.65	\$36.65	\$37.36	\$37.36	\$37.36
Building Inspector ICS License	\$34.96	\$36.17	\$36.17	\$36.17	\$36.87	\$36.87	\$36.87
Plumbing Inspector ICS License	\$34.96	\$36.17	\$36.17	\$36.17	\$36.87	\$36.87	\$36.87
Electrical Inspector ICS License	\$34.96	\$36.17	\$36.17	\$36.17	\$36.87	\$36.87	\$36.87
Plumbing Subcode Official HHS License (MULTI LICENSE)	\$44.17	\$45.72	\$45.72	\$45.72	\$46.60	\$46.60	\$46.60
	2012	2011	2010	2009	2008	2007 & BEFORE	
Building Subcode Official HHS License	\$43.55	\$44.37	\$44.37	\$44.37	\$44.37	\$44.37	
Plumbing Subcode Official HHS License	\$43.55	\$44.37	\$44.37	\$44.37	\$44.37	\$44.37	
Fire Subcode Official HHS License	\$43.55	\$44.37	\$44.37	\$44.37	\$44.37	\$44.37	
Electrical Subcode Official HHS License	\$43.55	\$44.37	\$44.37	\$44.37	\$44.37	\$44.37	
Senior Building Inspector ICS License	\$37.36	\$38.06	\$38.06	\$38.06	\$38.06	\$38.06	
Building Inspector ICS License	\$36.87	\$37.56	\$37.56	\$37.56	\$37.56	\$37.56	
Plumbing Inspector ICS License	\$36.87	\$37.56	\$37.56	\$37.56	\$37.56	\$37.56	
Electrical Inspector ICS License	\$36.87	\$37.56	\$37.56	\$37.56	\$37.56	\$37.56	
Plumbing Subcode Official HHS License (MULTI LICENSE)	\$46.60	\$47.49	\$47.49	\$47.49	\$47.49	\$47.49	

APPENDIX A-2 – NON-CLERICAL WAGE SCALE

FULL TIME HOURLY RATES AS OF 1/1/20

HIRING YEAR

		2019- 2020	2018	2017	2016	2015	2014	2013
TITLE	Code Enforcement Officer	\$27.09	\$27.98	\$27.98	\$27.98	\$28.49	\$28.49	\$28.49
	Zoning Officer	\$27.09	\$27.98	\$27.98	\$27.98	\$28.49	\$28.49	\$28.49
	Housing Inspector	\$27.09	\$27.98	\$27.98	\$27.98	\$28.49	\$28.49	\$28.49
	Trainee Rate (Code Enf & Housing)	\$22.70	\$22.70	\$22.70	\$22.70	\$23.10	\$23.10	\$23.10
	Omnibus Operator	\$27.48	\$28.44	\$28.44	\$28.44	\$28.99	\$28.99	\$28.99
	Social/Family Service Worker	\$29.87	\$30.92	\$30.92	\$30.92	\$31.51	\$31.51	\$31.51
		2012	2011	2010	2009	2008	2007 & BEFORE	
TITLE	Code Enforcement Officer	\$28.49	\$29.01	\$29.01	\$29.01	\$29.01	\$29.01	
	Zoning Officer	\$28.49	\$29.01	\$29.01	\$29.01	\$29.01	\$29.01	
	Housing Inspector	\$28.49	\$29.01	\$29.01	\$29.01	\$29.01	\$29.01	
	Trainee Rate (Code Enf & Housing)	\$23.10	\$23.51	\$23.51	\$23.51	\$23.51	\$23.51	
	Omnibus Operator	\$28.99	\$29.54	\$29.54	\$29.54	\$29.54	\$29.54	
	Social/Family Social Worker	\$31.51	\$31.51	\$31.51	\$31.51	\$31.51	\$31.51	

PART TIME HOURLY RATES AS OF 1/1/20

HIRING YEAR

	2019- 2020	2018	2017	2016	2015	2014	2013
PT (Code Enforcement/Zoning/Housing)	\$26.88	\$27.77	\$27.77	\$27.77	\$28.29	\$28.29	\$28.29
PT - Trainee Rate (Code Enf & Housing)	\$22.49	\$22.49	\$22.49	\$22.49	\$22.89	\$22.89	\$22.89
	2012	2011	2010	2009	2008	2007 & BEFORE	
PT (Code Enforcement/Zoning/Housing)							
PT - Trainee Rate (Code Enf & Housing)	\$28.29	\$28.80	\$28.80	\$28.80	\$28.80	\$28.80	
	\$22.89	\$23.31	\$23.31	\$23.31	\$23.31	\$23.31	

APPENDIX B-1 – CLERICAL TITLES AND GRADES

ACCOUNT CLERK - 2	PRINCIPAL CLERK TRANSCRIBER - 6
ADMINISTRATIVE CLERK - 7	RECORDS SUPPORT TECHNICIAN 1 - 1
ADMINISTRATIVE SECRETARY - 7	RECORDS SUPPORT TECHNICIAN 2 - 2
AIDE TO MAYOR - 7	RECORDS SUPPORT TECHNICIAN 3 - 3
ASSISTANT ASSESSOR - 7	RECREATION AIDE - 1
ASSISTANT VIOLATIONS CLERK * - 6	RECREATION LEADER - 3
CASHIER - 2	RECORDS SUPPORT TECHNICIAN - 3
CLERK 1 - 1	SECRETARIAL ASSISTANT - 6
CLERK 2 - 2	SENIOR ACCOUNT CLERK - 3
CLERK 2 BILINGUAL - 3	SENIOR COMMUNITY SERVICES AIDE - 2
CLERK 3 - 4	SENIOR COMPUTER OPERATOR - 7
CLERK STENOGRAPHER - 3	SENIOR COURT CLERK - 4
COMMUNITY SERVICE AIDE - 1	SENIOR DATA CONTROL CLERK - 4
COMPUTER OPERATOR - 6	CLERK 3/SENIOR PURCHASING ASSISTANT - 5
DATA CONTROL CLERK - 3	SENIOR TELEPHONE OPERATOR - 2
DEPUTY REGISTRAR OF VITAL STATISTICS - 6	SUPERVISING COMPUTER OPERATOR - 8
KEYBOARDING CLERK 1 - 2	TEACHERS AIDE - 3
KEYBOARDING CLERK 2 - 4	TECHNICAL ASSISTANT TO THE CONSTRUCTION OFFICIAL - 6
KEYBOARDING CLERK 3 - 5	TELEPHONE OPERATOR - 1
LEGAL STENOGRAPHER - 6	VIOLATIONS CLERK - 7
PRINCIPAL ACCOUNT CLERK - 5	

**APPENDIX C-1 – CLERICAL WAGE SCHEDULE (FULL-TIME)
FULL TIME HOURLY RATES AS OF 1/1/20**

HIRING YEAR

		2019	2018	2017	2016	2015	2014	2013	2012
GRADE	1	\$20.13	\$20.78	\$20.78	\$20.78	\$21.15	\$21.15	\$21.15	\$21.15
	2	\$20.43	\$21.09	\$21.09	\$21.09	\$21.47	\$21.47	\$21.47	\$21.47
	3	\$20.73	\$21.40	\$21.40	\$21.40	\$21.79	\$21.79	\$21.79	\$21.79
	4	\$21.94	\$22.65	\$22.65	\$22.65	\$23.06	\$23.06	\$23.06	\$23.06
	5	\$22.24	\$22.96	\$22.96	\$22.96	\$23.38	\$23.38	\$23.38	\$23.38
	6	\$22.54	\$23.28	\$23.28	\$23.28	\$23.70	\$23.70	\$23.70	\$23.70
	7	\$24.35	\$25.15	\$25.15	\$25.15	\$25.61	\$25.61	\$25.61	\$25.61
	8	\$24.65	\$25.46	\$25.46	\$25.46	\$25.92	\$25.92	\$25.92	\$25.92

		2011	2010	2009	2008	2007	2006	2005	2004	2003
GRADE	1	\$21.52	\$21.52	\$21.52	\$21.84	\$21.84	\$22.55	\$22.55	\$22.88	\$22.88
	2	\$21.84	\$21.84	\$21.84	\$22.17	\$22.17	\$22.88	\$22.88	\$23.21	\$23.21
	3	\$22.17	\$22.17	\$22.17	\$22.49	\$22.49	\$23.21	\$23.21	\$23.54	\$23.54
	4	\$23.47	\$23.47	\$23.47	\$23.79	\$23.79	\$24.54	\$24.54	\$24.87	\$24.87
	5	\$23.79	\$23.79	\$23.79	\$24.12	\$24.12	\$24.87	\$24.87	\$25.20	\$25.20
	6	\$24.12	\$24.12	\$24.12	\$24.44	\$24.44	\$25.20	\$25.20	\$25.53	\$25.53
	7	\$26.06	\$26.06	\$26.06	\$26.39	\$26.39	\$27.18	\$27.18	\$27.51	\$27.51
	8	\$26.39	\$26.39	\$26.39	\$26.71	\$26.71	\$27.51	\$27.51	\$27.84	\$27.84

		2002	2001	2000	1999	1998	1997	1996	1995	1994
GRADE	1	\$23.21	\$23.61	\$23.95	\$23.95	\$24.28	\$24.28	\$24.62	\$24.62	\$24.95
	2	\$23.54	\$23.95	\$24.28	\$24.28	\$24.62	\$24.62	\$24.95	\$24.95	\$25.29
	3	\$23.87	\$24.28	\$24.62	\$24.62	\$24.95	\$24.95	\$25.29	\$25.29	\$25.63
	4	\$25.20	\$25.63	\$25.96	\$25.96	\$26.30	\$26.30	\$26.64	\$26.64	\$26.97
	5	\$25.53	\$25.96	\$26.30	\$26.30	\$26.64	\$26.64	\$26.97	\$26.97	\$27.31
	6	\$25.86	\$26.30	\$26.64	\$26.64	\$26.97	\$26.97	\$27.31	\$27.31	\$27.65
	7	\$27.84	\$28.32	\$28.66	\$28.66	\$28.99	\$28.99	\$29.33	\$29.33	\$29.67
	8	\$28.17	\$28.66	\$28.99	\$28.99	\$29.33	\$29.33	\$29.67	\$29.67	\$30.00

		1993	1992	1991	1990	1989 AND BEFORE
GRADE	1	\$24.95	\$25.29	\$25.29	\$25.63	\$25.63
	2	\$25.29	\$25.63	\$25.63	\$25.96	\$25.96
	3	\$25.63	\$25.96	\$25.96	\$26.30	\$26.30
	4	\$26.97	\$27.31	\$27.31	\$27.65	\$27.65
	5	\$27.31	\$27.65	\$27.65	\$27.98	\$27.98
	6	\$27.65	\$27.98	\$27.98	\$28.32	\$28.32
	7	\$29.67	\$30.00	\$30.00	\$30.34	\$30.34
	8	\$30.00	\$30.34	\$30.34	\$30.67	\$30.67

**APPENDIX C-2 – CLERICAL WAGE SCHEDULE (PART-TIME)
PART TIME HOURLY RATES AS OF 1/1/20**

HIRING YEAR

		2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
GRADE	1	\$19.92	\$20.57	\$20.57	\$20.57	\$20.94	\$20.94	\$20.94	\$20.94	\$21.31	\$21.31
	2	\$20.22	\$20.88	\$20.88	\$20.88	\$21.26	\$21.26	\$21.26	\$21.26	\$21.64	\$21.64
	3	\$20.52	\$21.19	\$21.19	\$21.19	\$21.58	\$21.58	\$21.58	\$21.58	\$21.96	\$21.96
	4	\$21.73	\$22.44	\$22.44	\$22.44	\$22.85	\$22.85	\$22.85	\$22.85	\$23.26	\$23.26
	5	\$22.03	\$22.75	\$22.75	\$22.75	\$23.17	\$23.17	\$23.17	\$23.17	\$23.58	\$23.58
	6	\$22.33	\$23.07	\$23.07	\$23.07	\$23.49	\$23.49	\$23.49	\$23.49	\$23.91	\$23.91
	7	\$24.14	\$24.94	\$24.94	\$24.94	\$25.40	\$25.40	\$25.40	\$25.40	\$25.85	\$25.85
	8	\$24.44	\$25.25	\$25.25	\$25.25	\$25.71	\$25.71	\$25.71	\$25.71	\$26.18	\$26.18

	2009	2008	2007	2006	2005	2004	2003	2002	2001	2000	1999
GRADE	1	\$21.31	\$21.64	\$21.64	\$22.34	\$22.34	\$22.67	\$22.67	\$23.00	\$23.40	\$23.74
	2	\$21.64	\$21.96	\$21.96	\$22.67	\$22.67	\$23.00	\$23.00	\$23.33	\$23.74	\$24.07
	3	\$21.96	\$22.28	\$22.28	\$23.00	\$23.00	\$23.33	\$23.33	\$23.67	\$24.07	\$24.41
	4	\$23.26	\$23.58	\$23.58	\$24.33	\$24.33	\$24.66	\$24.66	\$24.99	\$25.42	\$25.76
	5	\$23.58	\$23.91	\$23.91	\$24.66	\$24.66	\$24.99	\$24.99	\$25.32	\$25.76	\$26.09
	6	\$23.91	\$24.23	\$24.23	\$24.99	\$24.99	\$25.32	\$25.32	\$25.65	\$26.09	\$26.43
	7	\$25.85	\$26.18	\$26.18	\$26.97	\$26.97	\$27.30	\$27.30	\$27.63	\$28.11	\$28.45
	8	\$26.18	\$26.50	\$26.50	\$27.30	\$27.30	\$27.63	\$27.63	\$27.96	\$28.45	\$28.78

										1989 AND BEFORE
GRADE	1998	1997	1996	1995	1994	1993	1992	1991	1990	
	1	\$24.07	\$24.07	\$24.41	\$24.41	\$24.75	\$24.75	\$25.08	\$25.08	\$25.42
	2	\$24.41	\$24.41	\$24.75	\$24.75	\$25.08	\$25.08	\$25.42	\$25.42	\$25.76
	3	\$24.75	\$24.75	\$25.08	\$25.08	\$25.42	\$25.42	\$25.76	\$25.76	\$26.09
	4	\$26.09	\$26.09	\$26.43	\$26.43	\$26.76	\$26.76	\$27.10	\$27.10	\$27.44
	5	\$26.43	\$26.43	\$26.76	\$26.76	\$27.10	\$27.10	\$27.44	\$27.44	\$27.77
	6	\$26.76	\$26.76	\$27.10	\$27.10	\$27.44	\$27.44	\$27.77	\$27.77	\$28.11
	7	\$28.78	\$28.78	\$29.12	\$29.12	\$29.46	\$29.46	\$29.79	\$29.79	\$30.13
	8	\$29.12	\$29.12	\$29.46	\$29.46	\$29.79	\$29.79	\$30.13	\$30.13	\$30.47

CLERICAL HIRING RATE AND SIXTH MONTH RATES

FULL TIME SCALE				FULL TIME SCALE			
HIRING RATE				SIXTH MONTH RATE			
2020				2020			
GRADE	1	\$18.85		GRADE	1	\$19.38	
	2	\$19.38			2	\$19.88	
	3	\$19.90			3	\$20.43	
	4	\$20.98			4	\$21.49	
	5	\$21.49			5	\$22.01	
	6	\$22.03			6	\$22.55	
	7	\$22.56			7	\$23.10	
	8	\$23.11			8	\$23.64	

PART TIME SCALE				PART TIME SCALE			
HIRING RATE				SIXTH MONTH RATE			
2020				2020			
GRADE	1	\$18.64		GRADE	1	\$19.17	
	2	\$19.17			2	\$19.68	
	3	\$19.69			3	\$20.22	
	4	\$20.77			4	\$21.28	
	5	\$21.28			5	\$21.80	
	6	\$21.82			6	\$22.34	
	7	\$22.36			7	\$22.89	
	8	\$22.90			8	\$23.43	

APPENDIX D - FLEXIBLE PLAN MENU

TOWNSHIP OF GLOUCESTER HEALTH INSURANCE WAIVER AND OPT-OUT PAYMENT ELECTION FORM

EMPLOYEE HEALTH BENEFIT PACKAGE OPTION SELECTION

Full time employees who are eligible for Township health benefits and who waive coverage will receive an “opt out” payment of up to \$4,500 from the Township. (This opt out payment is limited by law to the lesser of \$4,500 or 25% of the annual savings to the Township cause by the employee’s waiver of benefits.) Currently, the opt out payment is \$4,500 for (applicable year).

The Township has a Cafeteria Benefit Plan in place which allows employees receiving an opt out payment to receive this money as taxable cash or deferred compensation basis, or to elect to put this money on a non-taxable basis, into certain benefits offered by the Township under its Cafeteria Plan.

Note: Under no circumstances may any employee elect options below the total value of which exceeds \$4,500.

I, _____, have reviewed the Flexible Health Benefits

Plan provided to all employees of the Township of Gloucester. I understand all elements of the plan and have selected the item(s) to which I have allocated funds as my Health Benefits Package for (applicable year).

Please select from the Flex Menu below:

SELECTED ITEMS

Per IRS regulations, total benefits eligible for reimbursement in the health flexible spending elections below, funded by the Township, may not exceed \$500.00.

A. NON-TAXABLE

1. Reimbursement of eligible FSA medical expenses \$

(Amount up to \$500 per year)
2. Township of Gloucester Family Dental Plan \$ 200.00

3. Day Care Cost \$ _____
4. Life Insurance Policy Provided by Min. \$ 100.00 _____
Township Approved Plan Max. \$ 1,000.00 _____

B. TAXABLE ITEMS

1. Cash (in lieu of all other benefits) \$4,500.00 _____
2. Deferred Compensation Plan Max. \$4,500.00 _____
3. Remaining in Cash (up to \$4500 in total elections) Max.
\$4,500.00 _____

TOTAL VALUE SELECTED \$ _____

I understand that the foregoing selection(s) is for the calendar year for (applicable year). effective for (applicable year). If I have selected Taxable Item B., Option 1 (cash in lieu of all medical benefits), I certify that I have full medical benefits similar to the State of New Jersey Health Benefit Plan supplied by an employer of my spouse whose coverage extends to me. I have shown evidence of this coverage.

Signature _____

Date _____

APPENDIX E – HEALTH BENEFIT PACKAGE

The Township shall implement an IRS Section 125 salary reduction premium only plan for tax purposes.

Effective January 1, 2018, the following plan design modifications shall be made to the current health benefits program:

- Deductibles for both in-network \$100/\$200 and out-of-network services \$200/\$500. 70% co-insurance for out-of-network services and supplies.
- Co-insurance for in-network services and supplies 100%/70%.
- Co-insurance and out-of-pocket maximum per calendar year \$800/\$1600 for in-network and \$3000/\$10000 for out-of-network.
- \$20 co-pay for primary care doctor's visits and \$30 co-pay for specialist visit in-network.
- Limit of 48 visits per individual for chiropractic care in a calendar year with a \$20 co-pay per visit.
- No co-pay for hospital in-patient care.
- Emergency room co-pay for in-network hospitals at \$100, waived if admitted. Emergency room co-pay of \$100 for out-of-network hospitals.
- Infertility services to be limited to four complete cycles within a 15-year period.
- Prescription drug co-pays for retail purchases (maximum of 30-day supply) \$10 for Generic; \$20 for Brand; \$35 for Formulary; and to \$50 for Lifestyle. Mail Order prescriptions (maximum of 90-day supply) shall be 2X the retail co-pay.

Benefits	2017 New Base Plan	
	<u>In-Network</u>	<u>Out-of-Network</u>
Deductible	\$100 / \$200	\$200 / \$500
Coinsurance	100%	70%
Out-of-Pocket Max	\$800 / \$1,600	\$3,000 / \$10,000
Inpatient Hospital	100% after Deductible	\$500/Admit & 70% after Deductible
Outpatient Surgery	100% after Deductible	70% after Deductible
Emergency Room	\$100	\$100
Ambulance	70% after Deductible	70% after Deductible
Urgent Care Center	\$30	70% after Deductible
PCP Copay	\$20	70% after Deductible
Specialist Copay	\$30	70% after Deductible
Chiropractic Copay	\$20	70% after Deductible
Diagnostic Lab/X-ray	100% or \$30	70% after Deductible
Preventive	100%	70%
Maternity	\$20 (1 st visit)	70% after Deductible
Mental Health/Substance	100% or \$20	70% after Deductible
Home Health Care	100%	70% after Deductible
Durable Medical Eqpt.	70% after Deductible	70% after Deductible