

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

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## **PREAMBLE**

This Agreement entered into by the Township of Gloucester, hereinafter referred to as the "Township", and CWA Local 1014, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Township and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment. The effective date of this Agreement shall be January 1, 2020.

## **ARTICLE I – RECOGNITION**

The Township recognizes the Union as the sole and exclusive representative for the purpose of establishing salaries, wages, hours and other conditions of employment for all full-time and regular part-time blue collar employees working in the Gloucester Township Public Works Department as reflected in the Certification of Representative, PERC Docket No. 98-19, except for temporary employees working under the Clean Community grant, community service, and/or on Prison detail and those persons who supervise these temporary employees on weekends. This recognition, however, shall not be interpreted as having the effect of, or in any other way abrogating the rights of the employees as established by the Laws of 1968, Chapter 303, and the amendments subsequent thereto, as well as the other laws of the State of New Jersey.

"Part-time" employees are defined as employees who are employed by the Township for thirty (30) hours or less per week.

## **ARTICLE II – UNION DUES**

- A) The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (RS) 52:14-15.9e, as amended.
- B) A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and verified by the Township, during the month following the filing of such card with the Township.
- C) If during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.
- D) The Union will provide the necessary "check-off" authorization form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township.
- E) Any such written authorization may be withdrawn at any time by the filing of such withdrawal with the Township. The filing of the notice of withdrawal shall be effective in accordance with N.J.S.A. 52:14-15.9 as amended.
- F) The Township shall remit all dues and fees collected pursuant to this Article to CWA Local

1014 together with a list of the names of all employees for whom the deductions were made, no later than the 10<sup>th</sup> day of the succeeding month after such deduction is made.

- G) The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead of the Union, and signed by the President of the Union, advising of such changed deduction.

### **ARTICLE III – WORK SCHEDULE**

- A) The regularly scheduled work week shall consist of five (5) consecutive eight hour days, Monday through Friday, or four (4) consecutive ten-hour days in accordance with current practice.
- B) “The regular work day for full-time employees working five (5) consecutive days, Monday through Friday, shall be from 7:00 am to 3:30 pm, with a thirty (30) minute lunch period. The regular work day for full-time employees working four (4) consecutive days, Monday through Thursday, shall be from 7:00 am to 5:30 pm, with a thirty (30) minute lunch period.

The regular work day for full-time Custodial Workers working four (4) consecutive days, Friday through Monday, shall be from 6:00 am to 4:30 pm and/or 7:00 am to 5:30 pm, with a thirty (30) minute lunch period.

- (1) In accordance with practice, Custodians may vary their work hours to help facilitate cleaning certain areas of buildings prior to the arrival of other building personnel. The custodian’s schedule shall not impede the daily operations or schedule of other building personnel and/or activities. Hours may be varied only with the prior approval of the employee’s immediate supervisor.
  - (2) So long as both a Custodian and a Laborer are assigned to a regular work schedule which includes the same weekend days (Saturdays and/or Sundays) as part of their regular work week, when one of the employees in these classifications is absent on a weekend day, the Township may assign out of title work on that weekend day to the Custodian or Laborer who is working and the absence shall not require the calling in of overtime unless the Township determines that overtime is necessary.”
- C) Neither the regular starting time of work shifts nor the work shift will change without seventy-two (72) hours advance notice to affected employees and without first having discussed the need for such change with the representative of the Union.
- D) Employees shall be entitled to a fifteen (15) minute break in the morning and again in the afternoon.

#### **ARTICLE IV – OVERTIME**

- A) Overtime refers to any time worked beyond the regular hours of duty. All paid time is considered time worked for the purposes of determining hours eligible for overtime pay.
- B) Time and one-half (1 1/2) the employee's regular rate of pay shall be paid for work under the following conditions:
  - 1) If the regularly scheduled work week is four (4) consecutive days, all work performed in excess of then (10) hours in any one day. If the regularly scheduled work week is five (5) consecutive days, all work performed in excess of eight (8) hours in any one day;
  - 2) All work performed in excess of forty (40) hours in any one week;
  - 3) All work performed on Saturday, provided that it is not part of the employee's regular work week and provided the employee has satisfied the forty (40) hour work week requirement. All paid time is considered time worked.
- C) Double time the employee's regular hourly rate of pay shall be paid for work under any of the following conditions:
  - 1) All work performed on Sunday, provided it is not part of the employee's regular work week and provided the employee has satisfied the forty (40) hour work week requirement. All paid time is considered time worked.
  - 2) All work performed on a holiday in addition to the holiday pay;
  - 3) If the regularly scheduled work week is four (4) consecutive days, then in no event will employees be paid less than double time for having worked consecutively in excess of fourteen (14) hours. If the regularly scheduled work week is five (5) consecutive days, then in no event will employees be paid less than double time for having worked consecutively in excess of twelve (12) hours.
- D) Overtime work will be distributed as equally as possible among employees within the same classification. If no employee within the classification accepts an offered overtime, then it shall be offered, by seniority and as equally as possible, to employees who have the ability to perform the work. Except when the supervisor responsible can reasonably substantiate that the work being performed requires otherwise, all employees in the appropriate classification shall be assumed to have the ability to perform the work.
- E) For snow plowing during snow emergencies, overtime shall be offered first, by seniority and as equally as possible to Truck Drivers. If there is still a need for additional employees to plow snow, it shall be offered next, by seniority, and as equally as possible, to employees holding CDL's. If there is still a need for additional employee to plow snow, it shall be offered next, by seniority and as equally as possible, to all other employees. All overtime shall be paid promptly in the next payroll check after the overtime is worked.
- F) Overtime shall be mandatory for all employees for emergency conditions, i.e. snow removal or other emergency situations where all or the vast majority of department employees are needed, or when the Mayor declares a state of emergency. All other overtime shall be voluntary. However, if an insufficient number of employees are available to work overtime

on a voluntary basis, the Township may require employees to work overtime by reverse order of seniority within the job classification in which the overtime exists. Mandatory overtime shall be distributed as equally as possible.

- G) A list of all overtime worked per week shall be posted weekly by the Township including the name of the employee, their title, and the total number of overtime hours worked. A list of all overtime worked per week shall also be reported to the local Union Trustee and Shop Steward and recorded by employee name with total hours.

$$4 \text{ hours} \times 1\frac{1}{2} = 6 \text{ hours credit}$$

$$4 \text{ hours} \times 2 = 8 \text{ hours credit}$$

If an employee is offered overtime, and refuses, that time offered shall be recorded as time worked for purposes of overtime allocation.

- H) If employees are placed on standby, by written notice only, they shall be paid their regular rate of pay for all hours on standby.
- I) When overtime is offered by the Township for work at the Municipal Building (i.e. food giveaways, rabies shots, etc.), an overtime list shall be posted on the Union bulletin board in the Public Works lunch room. This list shall include:
- 1) What the overtime is for;
  - 2) How many hours are to be worked;
  - 3) How many employees are needed

This list will remain posted for a period of three (3) working days. At the end of this time period, the list shall be removed from the bulletin board. If after the three (3) day posting period, the total number of employees needed have not signed up, mandatory overtime may be assigned in accordance with Section E. above. Only bargaining unit employees covered by this Agreement shall be permitted to sign the overtime list.

- J) Overtime for work which falls within the job descriptions of the employees covered by this Agreement shall be assigned only to bargaining unit employees. The only exception shall be for Prison personnel and then only where those personnel have been performing the same specific function over at least a previous consecutive six (6) week period. However, requests of the Administration for assistance on non-Public Works projects - such as newsletter mailing, food giveaways, etc., are excluded from the limitations of this section.
- K) When there is an emergency call that requires an immediate response and corrective repairs, a bargaining unit employee qualified to perform the work will be called in, in accordance with the provisions of Section D above, to perform the assignment. If the employee called cannot respond, and there is no other bargaining unit employee qualified and available to perform the assignment, the Township may utilize a supervisor or sub-contractor to perform the work.

#### **ARTICLE V – CALL-IN TIME**

- A) In the event the employee is called back to work outside of the employee's regularly scheduled hours, works four (4) hours or less, and the call-in time is not contiguous with the employee's regularly scheduled hours, the employee shall be paid four (4) hours pay at the appropriate overtime rate.
- B) In the event the employee is called back to work outside of the employee's regularly scheduled hours, works more than four (4) hours but not more than eight (8) hours, and the call-in time is not contiguous with the employee's regularly scheduled hours, the employee shall be paid eight (8) hours pay at the appropriate overtime rate.
- C) In the event the employee is called back to work outside of the employee's regularly scheduled hours, works in excess of eight (8) hours, and the call-in time is not contiguous with the employee's regularly scheduled hours, the employee shall be paid at the appropriate overtime rate for all time worked.
- D) In the event the employee is called back to work outside of the employee's regularly scheduled hours, and the call-in time overlaps with the employee's regular shift, the employee shall be paid at the appropriate overtime rate for all time worked outside of the employee's regularly scheduled hours. For the employee's regular shift, the employee shall be paid the regular hourly rate.

#### **ARTICLE VI – INSURANCE**

- A) The Township agrees to maintain its current independent medical/hospitalization/prescription program, as it exists at the time of the signing of this Agreement, for active employees and their dependents, with the benefits continued until retirement

All current active bargaining unit members shall contribute towards the 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.

Effective upon the signing of this Agreement, the Township shall make available a menu of medical benefits plans for employees to choose from. Effective upon the signing of this Agreement, the Township shall establish a "Base Plan" for all covered employees (see summary of base plan in Appendix B). The "PPO C" plan available to employees prior to the signing of this agreement shall still be available to employees. Employees selecting the "PPO C" plan shall be required to pay a premium contribution equal to the premium contribution for the new "Base Plan" plus the difference between the premium for the "PPO C" plan and the new "Base Plan".

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.

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 or who retire with an approved disability retirement in the State Pension System, 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. 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. All employees will receive a copy of the Plan Document which will include the "menu", procedures, exclusions, requirements, etc. Employees must have 25 years of service with the Township to be eligible to be eligible for the retirement benefit.

C) To ensure that all employees are covered by a medical insurance plan, any employee who chooses the health benefit package stated in Section C will be required to provide written verification of medical coverage to the Township on a yearly basis. Failure to provide yearly verification will automatically disqualify the employee flex benefits under the health benefit package and coverage will revert back to coverage under Section A.

The employee shall also be obligated to provide immediate written notice to the Township of any loss, or decrease, in such other medical coverage. Failure to provide such notice of change in coverage shall result in disqualification from plan benefits and may also result in the absence of insurance coverage.

D) The Township will continue to pay the necessary premiums for medical coverage for all employees who are laid off by the Township for reasons other than disciplinary, during the first 45 days commencing with the initial date of said layoff.

E) Current employees who retire after 25 years of service with the Township or who retire with an approved disability retirement in the State Pension System shall continue to receive Township benefits for medical, prescription, dental, and vision.

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 VI. 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 Part B coverage for the retired employee and any eligible dependents. The Township agrees to provide up to a maximum of \$800.00 per year for a prescription/eyeglass/dental plan up to the date of eligibility for Medicare. Active employees and their dependents that are of Medicare eligible age will not be reimbursed for Medicare Part B, as the group health plan coverage for active employees



is primary, and those employees are not required to enroll in Medicare Part B.

All retirees and their eligible dependents may choose between medical, dental, or prescription plans which are currently available to active employees.

Retired employees eligible for health insurance will continue to be provided coverage for life. Upon the death of a retired employee, the eligible spouse shall continue to be provided coverage as the primary member of the applicable health insurance plan for both the spouse and any additional eligible dependents.

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.

In order to be eligible to receive retirement health benefits, employees hired after the signing of this Agreement must have a minimum of 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.

#### **ARTICLE VII – WORKERS COMPENSATION**

A)

- 1) 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, in addition to any sick leave benefits otherwise provided for herein, the employee shall be entitled to full pay for a period of up to one (1) year, provided all conditions of this Article are met.
- 2) When an employee requests injury leave, he shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is made by the Township's Workers' Compensation carrier, with the final determination, if necessary, to be made by the Workers' Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off charged against his accumulated sick leave and, if necessary, against any other accumulated leave time. If the employee does not have enough accumulated time off, he shall be advanced sick time to cover the absence. If the employee leaves the employ of the Township prior to reimbursing the Township for such advanced time, the employee shall be required to reimburse the Township for such advanced time.

B) Any employee who is injured while working, no matter how slight, must make an immediate

report prior to the end of the shift thereof to the immediate supervisor. Failure to report said injury may result in the failure of the employee to receive compensation under this Article.

- C) The employee shall be required to present evidence by a certificate of an authorized workers compensation panel 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) If the Township does not accept the certificate of the physician, the Township shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by another authorized workers compensation panel physician appointed by the Township.
- E) In the event the Township physician certifies the employee fit to return to duty, job injury compensation benefits granted under this Article shall be terminated, unless the employee's personal physician disputes the determination of the Township physician. Then the Township and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne by the Township. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding on the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

In the event the employee requests a second opinion of a Township designated alternate physician and the second physician differs with the opinion of the Township's first examining physician, a third examination and opinion will be mandatory at the expense of the Township. The consensus of two of the three physicians on the treatment to be followed will be the treatment covered by the Workers Compensation insurance.

- F) In the event any employee is granted job injury compensation, the Township's sole obligation shall be to pay the employee the differences between his/her regular pay and any temporary disability payments received from Workers' Compensation for a maximum of one (1) year.
- G) If the Township can prove that an employee has abused his/her privileges under this Article, the employee will be subject to disciplinary action by the Township, up to and including termination.

#### **ARTICLE VIII – SICK AND PERSONAL LEAVE WITH PAY**

- A) Full time employees shall be entitled to sick and personal leave with pay as follows:
  - 1) Sick Leave – 160 hours per calendar year
  - 2) Personal Leave – 40 hours per calendar year
- B) All time is prorated from the date of hire during the first year of employment. Part-time employees shall be entitled to sick leave on a prorated basis. An employee's use of personal leave shall not affect the right to a bonus under Section M and Section O below.

- C) An employee shall earn and accumulate sick leave days 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 time which was taken but not earned as of the date of separation. Any unused personal time at the end of a calendar year shall be added to the employee's sick leave accumulation.
- D) An employee shall earn and accumulate sick leave days 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 time which was taken but not earned as of the date of separation. Any unused personal time at the end of a calendar year shall be added to the employee's sick leave accumulation.
- E) Sick leave for the purposes herein is defined to mean the absence of an employee from duty 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 immediate 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.
- F) An employee who has been absent on sick leave for five (5) consecutive work days shall be required to submit acceptable medical evidence on the form prescribed. The nature of the illness and the length of time the employee will be absent must be stated on a Doctor's Certificate.
- G) After one work week of sick leave, employees must 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 doctor'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 domestic or 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 doctor 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.
- H) Any employee who has been absent for more than ten (10) days in any calendar year shall have his/her sick leave record reviewed by the Township and, thereafter, 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.

- I) The Township may require proof of illness of an employee on sick leave whenever such requirement appears reasonable.
- J) An employee who does not expect to report to work because of personal illness or for any of the reasons set forth in the definition of sick leave herein above, or because the he intends to use personal leave, shall notify his immediate supervisor by calling Public Works telephone within one-half (½) hour prior to the beginning of the employee's shift.
- K) Sick leave claimed by reason of quarantine or exposure to contagious disease must be approved upon the certification of the local health department.
- L) The total years of service after provisional or permanent employment of each employee in the local civil service shall be considered in computing accumulated sick leave due and available.
- M) Temporary employees shall be entitled to one (1) eight (8) hour sick leave day with pay for each month of service per year during such temporary full-time employment.
- N) Employees shall be notified of the number of sick days and vacation days credited to the employee on or before January 15 of each year.
- O) Upon retirement, death, or separation due to lay-off, an employee shall be entitled to compensation for unused sick leave on the following basis:
  - 1) If employed for up to twenty-five (25) years with the Township, \$75.00 per ten hour day for all sick days accumulated but unused, up to a maximum of 700 hours;
  - 2) If employed more than twenty-five (25) years with the Township, full pay at the employee's then current rate of pay for all sick days accumulated but unused, up to a maximum of 1,000 hours.

For employees hired after the signing of this Agreement, the maximum payment shall be \$15,000.

- P) For each block of forty (40) hours unused sick time during a calendar year (calculated from October to October), the employee will receive an additional one-half (1/2) percent sick time bonus for that year, up to a maximum of two percent (2%) per year.
- Q) In all cases of reported illness or disability, the Township reserves the right to send the visiting nurse and/or Township doctor to investigate the report.
- R) Absence without notification and approval for five (5) consecutive work days may constitute a resignation.
- S) Abuse of sick leave shall be cause for disciplinary action.
- T) Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.
- U) The Township shall continue to provide a Disability Plan equal to or better than the New

Jersey State Disability Plan.

V) In addition to other sick leave uses permitted by this Article, an employee is eligible to use earned sick leave for any of the following reasons:

\*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 preventative 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 preventative 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; service from a designated domestic violence or 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 children in connection with the child's health conditions or disability.

#### **ARTICLE IX – BEREAVEMENT LEAVE**

- A) In the event of death of the employee's mother, father, spouse, child, brother, sister, or parental guardian, the employee shall be granted time off without loss of pay commencing the day of death or the day of the funeral, but in no event, shall said leave exceed seven (7) consecutive work days.
- B) Five (5) days off with pay shall be granted in the event of death of an employee's grandmother, grandfather, grandchild, step parents, stepchild, and foster children.
- C) 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, sister-in-law, son-in-law, daughter-in-law, aunt and uncle, or spouse's grandmother, grandfather, grandchild or step parents.
- D) One (1) day off with pay shall be granted in the event of death of an employee's niece, nephew, and cousin.
- E) Reasonable verification of the event may be required by the Township.
- F) Employees shall be entitled to use sick leave as additional bereavement leave pursuant to Article VIII upon notification to the Mayor. In addition, employees may use vacation and personal leave as additional bereavement leave upon the approval of the department head or may request a leave of absence. If a leave of absence is granted for the purpose of extending bereavement leave, the employee shall incur no loss of benefits during such leave.

#### **ARTICLE X – LEAVE OF ABSENCE WITHOUT PAY**

- A) An employee holding a position in the classified service who is temporarily incapacitated to perform his/her 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 employee desiring such special leave of absence without pay, shall submit his/her request in writing, stating the reasons why, in the employee's opinion, the request should be granted along with the anticipated date of return to duty.

- C) Any employee who is a member of the Union and is elected to a full-time position with the Union shall, upon request, be granted a special leave of absence without pay to attend his/her official duties, for a period not to exceed one (1) year, which period may be renewed for an additional year upon appropriate request and approval.

#### **ARTICLE XI – UNION LEAVE**

- A) Officers, trustees, and shop stewards shall be entitled to one (1) day paid leave per calendar year to attend the annual Union shop stewards' seminar. In addition, all shop stewards shall be permitted to attend the monthly Union shop stewards meeting without loss of pay. Verification of attendance may be requested by the Township. No more than three (3) representatives of the Union shall be entitled to paid Union leave at any one time and at least a seven (7) day advance notice of such leave shall be required.

#### **ARTICLE XII – MILITARY LEAVE**

- A) Military leave shall be granted in accordance with New Jersey Civil Service Commission regulations and the Township's Personnel Policy and Procedures.

#### **ARTICLE XIII – JURY DUTY**

- A) Employees shall be given time off without loss of pay when performing Jury Duty in the following circumstances:
  - 1) In State 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 for services as a Federal Juror shall be returned to the Township Treasurer's Office.

#### **ARTICLE XIV – 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 XV – SENIORITY**

- A) Seniority is an employee's total length of service with the Township, beginning with his/her original date of hire. However, part time employment will be prorated to properly reflect hours worked as compared to that of a full-time equivalent for length of service, i.e., for every 2080 hours worked, an employee would earn one year of service credit. Notwithstanding the foregoing, effective January 1, 2020, any employee who is hired or transferred into the Public Works Department from an outside department, shall be treated as a new employee for purposes of promotion, and opportunity to work out-of-title.
- 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 not employed by the Township.
- C) If any question arises concerning two employees who were hired on the same date, seniority

shall be determined by the alphabetical order of the employees' last name.

- D) In all cases of promotions, demotions, layoffs, recall, vacation scheduling and other situations where substantial employee advantages or disadvantages are concerned, the employee with the greatest amount of seniority shall be given preference provided he/she has the ability to do the work involved. Preference shall also be given on the basis of disciplinary history, consistent with Article 26, for promotional opportunities.
- E) A list shall be maintained and posted by the Department indicating vacant or newly created positions which are available. Such jobs shall be open for bid by all employees based upon seniority. Employees who are bypassed shall be provided the reason(s) in writing, with a copy to the Union, and such actions may be grieved in accordance with the provisions of Article XX.
- F) Any job which is open for bid is to be given, on a provisional basis and at the appropriate rate of pay for the title, to the employee who bids and has the most seniority.

At that time, the person receiving the job will have a thirty (30) working days training period with the guidance of an experienced person to teach the individual. After the thirty (30) working days, it should be determined if the individual has the ability to do the job. If said individual fails to qualify for the job, he/she will revert back to the job they held before and the job will be reopened for bid and the most senior person bidding for the position will be appointed and given the same thirty (30) working days training period as set forth above.

- G) If employees are directed to perform out of title work as significant portion of their work assignment on an open-ended or long-term basis and those duties are consistent with a title at a higher classification than the title of the employee assigned the work, the Union will bring the issue to the Township Administrator for review. The Administrator will determine whether the duties assignment is appropriate and whether it is likely to lead to a promotion. In those cases where the Administrator determines the assignment of out of title duties is appropriate and is likely to lead to promotion, the Township will act in accordance with the provisions of this Article.
- H) Employees who are laid off from a permanent position through New Jersey Department of Personnel (NJDP) layoff procedures and are rehired to permanent positions under NJDP procedures, through reemployment rights or open competitive examination, within five (5) years, will retain their seniority from their prior service with the Township.

#### **ARTICLE XVI – HOLIDAYS**

- A) The following days are recognized as paid holidays:

|                             |               |
|-----------------------------|---------------|
| New Year's Day              | Columbus Day  |
| Martin Luther King Birthday | Veterans Day  |
| Presidents' Day             | Thanksgiving  |
| Memorial Day                | Christmas Eve |
| Independence Day            | Christmas Day |



## Labor Day

## 2 Floating Holidays

- B) The two floating holidays may be used at the discretion of the employee during the period January 1 through October 31 of each year. No employee may use a floating holiday during the period November 1 through December 31 of each year. In the event an employee does not use the floating holidays on or before October 31 of each year, then that employee shall receive from the employer compensation in an amount equivalent to the employee's then regular daily rate of pay for the unused floating holidays for that year. This payment shall be made to the employee and included in the first full payroll in the month of December in each year. When the work schedule is a five (5) day week, the Township shall substitute Good Friday and the Friday after Thanksgiving for the Floating Holiday and Christmas Eve, upon consultation with the Union.
- C) Holidays which fall on a Saturday shall be celebrated on the preceding Friday (or Thursday if the employee is not regularly scheduled to work on Friday). Holidays which fall on a Sunday shall be celebrated on the following Monday (or Tuesday if the employee is not regularly scheduled to work on Monday). Holidays which fall on either a Monday or Friday when the employee(s) is not regularly scheduled to work on that day, shall be celebrated on either Tuesday or Thursday respectively.
- D) In order to be entitled to the above paid holidays, employees must work the regular work day 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 full paid status (before and after the holiday).
- E) Any holiday leave or day off granted to other Township employees by resolution of the Township Council, other than pursuant to another negotiated collective bargaining agreement, shall be granted to employees covered by this Agreement. In the case where an employee covered herein is required to work this particular extra holiday or day off, equivalent compensatory time will be granted.
- F) Any day declared a holiday by the President of the United States, or Township Mayor, shall be granted to employees covered by this Agreement.
- G) Should an official holiday occur while an employee is on sick leave, the employee shall not have that holiday charged against sick leave.
- H) Custodians regularly scheduled to work five 8-hour days per week will switch to a schedule of four 10-hour days during weeks in which the Mayor changes the work schedule for regularly scheduled 10 hour per day workers to Monday through Thursday schedules only.

## **ARTICLE XVII – VACATIONS**

- A) Employees in the service of the Township shall be entitled to the following annual vacation:
  - 1) After six (6) months of service from the date of appointment up to one (1) year of service, one (1) eight (8) hours working day vacation per month of service.
  - 2) Commencing with the first (1st) year of service through the third (3rd) year of service, twelve (12) eight (8) hour working days vacation per year, prorated for each month of

service.

- 3) Commencing with the fourth (4th) year of service through the eighth (8th) year of service, sixteen (16) eight (8) hour working days vacation per year, prorated for each month of service.
  - 4) Commencing with the ninth (9th) year of service through the thirteenth (13th) year of service, twenty-three (23) eight (8) hour working days vacation per year, prorated for each month of service.
  - 5) Commencing with the fourteenth (14th) year of service through the eighteenth (18th) year of service, twenty-eight (28) eight (8) hour working days vacation per year, prorated for each month of service.
  - 6) Commencing with the nineteenth (19th) year of service through the twenty-ninth (29th) year of service, thirty (30) eight (8) hour working days vacation per year, prorated for each month of service.
  - 7) Commencing with the thirtieth (30th) year of service up to retirement, thirty-five (35) eight (8) hour working days vacation per year, pro-rated for each month of service.
- B) The greater number of vacation days earned shall begin at the anniversary date of the original date of hire as shown on a seniority roster. All advance vacation pay will be paid as separate weekly checks.
- C) Vacation time not used in any year shall be carried forward into the next succeeding year, and must be taken by the end of that year or lost. If, however, an employee is denied the right to take vacation which will be lost, then the employee shall be paid the value of this vacation at the employee's current rate of pay. 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. 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.

7 years of Service and Over - Up to 40 Hours Vacation Leave

15 years of Service and Over – Up to 80 Hours of Vacation Leave

Employees with earned but unused vacation leave with exceed the limit set above shall be required to reduce their vacation leave balance in accordance with the agreement between the Union and the Township signed January 26, 2017.

- D) Vacation schedules will be approved by the Director of Public Works by March 31<sup>st</sup> each year. The schedule will be based on seniority limiting vacation to not more than two (2) consecutive weeks until all employees have a first choice. After all employees have had a choice, the Director may approve vacation in excess of two (2) consecutive weeks.
- E) If an employee terminates his/her employment with the Township, or has his employment terminated by the Township, the employee shall be paid for all accumulated and earned vacation time at the employee's current rate of pay.

- F) All vacations must be scheduled by the Department Head. It is the responsibility of the Department Head to schedule individual vacations so that activities of the Township will be carried on with a minimum of interruption and inconvenience. Employees with seniority will be given first preference in the assignment of vacations insofar as possible.
- G) No less than three (3) employees who are assigned to leaf collection duties during the period of November 1 through January 15 shall be permitted to take vacation on any workday, Monday through Friday. Any more than three (3) employees off must be approved by the Director.
- H) Employees who have a balance of less than 10 hours of vacation time at the end of a year shall be permitted to take such remaining hours as vacation so long as they are all taken at the same time, and are approved by the Director of the Department in advance.

#### **ARTICLE XVIII – STRIKES AND LOCKOUTS**

- A) The Union hereby covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty or willful absence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out, or other illegal job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.
- B) The Union agrees that it will make a reasonable effort to prevent its members from participating in any strike, work stoppage, slow down or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Township and that the Union shall take such other steps as may be necessary under the circumstances to have the employees return to work or discontinue the job action.
- C) Nothing contained in this Agreement shall be construed to limit or restrict the Township in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunctive relief or damages, or both, in the event of such breach by the Union or its members.
- D) The Township agrees that it will not engage in the lock-out of any of its employees.

#### **ARTICLE XIX – MEMBERSHIP PACKETS**

- A) The Township will allow membership packets, furnished by the Union, to be placed in a suitable area so they may be obtained by new employees.

#### **ARTICLE XX – 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 (including rubber gloves), reasonably necessary in order to insure their safety and health. "Wearing apparel" shall mean raincoats and hats. The Township shall furnish rain gear and, every six (6) months, replace wearing apparel which is needed, at the Township's expense.
- B) The Township and the Union shall each designate an equal number of safety committee

members. They shall meet periodically as necessary to review conditions in general and to make appropriate recommendations to either or both parties.

- C) The Township will provide training, in addition to videos, for all new employees on the proper and safe use of equipment as well as refresher courses for all employees prior to the start of seasonal work.
- D) The Township shall provide Monitors/Meters for employees working in confined spaces.

#### **ARTICLE XXI – EQUAL TREATMENT**

- A) The Township agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, disability, marital status, political affiliation, union membership or union activities.
- B) This Agreement shall be equitably applied to all employees covered by this Agreement.
- C) The Township may also establish reasonable personnel policies and regulations not in conflict with this Agreement so long as such are negotiated in advance with the Union in accordance with the requirements of N.J.S.A. 34:13A-5.3.

#### **ARTICLE XXII – GRIEVANCE PROCEDURE**

- A) A grievance is a dispute that might arise between the parties with reference to the application, meaning or interpretation of this Agreement. Said grievances shall be settled in the following manner:

Step 1: The aggrieved employee or Union steward, at the request of the employee, shall first take up the grievance or dispute with the employee's immediate supervisor within ten (10) working days of its occurrence and an earnest effort shall be made to resolve the matter informally. Failure to act within the ten (10) day period shall be deemed to constitute an abandonment of the grievance.

Step 2: If no agreement has been reached orally within ten (10) working days of the initial discussion with the employee's immediate supervisor, the employee or the Union may present the grievance in writing to the Director of the Department. The Director shall then attempt to resolve the matter and shall respond to the employee or Union within five (5) working days of the Union or employee's written submission.

Step 3: If the grievance is not settled at Steps 1 or 2, then it may be presented in writing by the employee or the Union to the Mayor within five (5) working days of the due date of the Director's decision at Step 2. The Mayor shall conduct a grievance hearing and respond, in writing, within five (5) working days.

Step 4: If the grievance still remains unsettled, the Union may, within twenty (20) working days after the reply of the Mayor is due, by written notice, proceed to arbitration. A request for arbitration shall be made no later than such twenty (20) working day period and a failure to file within said time period shall constitute a bar to such arbitration unless the Union and the Township mutually agree upon a longer time period for such submission.

- B) Arbitrators shall be selected and arbitrations conducted pursuant to the rules and

regulations of the Public Employment Relations Commission. The arbitrator shall restrict his/her inquiry to the standards established by this Agreement only and the arbitrator's decision shall be final and binding on the parties. The arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and argument. The cost of the services of the arbitrator will be borne equally by the parties.

- C) The Union will notify the Township, in writing, of the names of the employees who are designated by the Union to represent employees under the grievance procedure. Employees so designated by the Union will be permitted to confer with other employees, Union representatives, and the Township, on matters of employee representation during working hours without loss of pay for periods not to exceed two (2) hours per day so long as the actual time utilized for such purpose is mutually agreed to in advance with the Director of Public Works. If additional time is required, it will not be unreasonably denied by the Township.
- D) Whenever any employee is scheduled to participate in a grievance hearing, disciplinary hearing, arbitration proceeding, negotiations, administrative hearing or any meeting requested by the Township, during work hours, the employee shall be permitted to attend, without loss of pay or benefits. Such employees will be permitted to leave their work area one-half hour prior and will be required to return to their work area at the end.
- E) Agents of the Union who are not employees of the Township will be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters, so long as such right is reasonably exercised and there is no undue interference with work. Such representatives shall also be recognized by the Township as authorized spokespersons for the Union in matters between the parties regarding employees' representation matters.
- F) The Township and the Union agree in conjunction with the grievance procedure each will give reasonable consideration to requests of the other party for meetings to discuss grievances pending at any step of the grievance procedure.

#### **ARTICLE XXIII – GENERAL PROVISIONS**

- A) The Township and the Union recognize the need for the development and training of qualified employees to fulfill the Township's workforce requirements for maintaining the efficiency of operations and services. The Township agrees to join with the Union in the mutual undertaking to try and establish a training program for employees covered by this Agreement. The training program will be utilized to help employees as may be required by the Township for various positions. Neither the Township nor the Union are bound to participate in a certain type program or certain instruction, it being understood that this is the type of program which would be mutually beneficial and the program itself must depend both upon availability of the employee's time and the Township's training facilities and personnel and which will not interfere with the effective operation of the department. Any training offered by the Township shall be posted in advance and selection of employees for training shall be made based on title, seniority and ability.
- B) New Jersey Department of Personnel job listings shall be made available upon the request

of a union representative.

- C) Except as otherwise provided by law, employees appointed to a new position shall be deemed to be on probation in the position for a period of three (3) months. Such probation shall not affect the permanent status an employee may have achieved in another position with the Township. At the end of the probationary period, the employee shall be evaluated by the Director of the Department and the Mayor to determine whether the employee shall be retained at the end of the probationary period. The Township agrees to follow the New Jersey Administrative Code (NJAC), Title 4A-Personnel, with regards to all aspects of promotions and probationary periods.
- D) The Township shall provide each employee covered by this Agreement with a work boot/shoe allowance each year in the following amounts upon submission of an original receipt:

2020    \$250.00

The allowance may only be used for the type of footwear appropriate for or construction, custodian, and/or laborer type work and may not be used for the purchase of dress, casual or recreational sneakers.

The Township shall make coveralls available, and shall maintain coveralls for employees.

The Township shall be responsible for the provision of uniforms to be worn on the job. Employees shall be provided with 7 long-sleeved T-shirts with pockets; 7 short-sleeved T-shirts with pockets; 11 pants; 2 jackets (one of which shall be a 3/4 length polar jacket); 1 insulated coveralls or insulated bib overalls; 2 hooded sweatshirts (zipper) or non-hooded sweatshirts (pullover type); two (2) pair of coveralls or disposable coveralls for Sewer Repairer, Helpers, Auto Mechanics and Maintenance Workers. Employees assigned to the Public Works Building and Vehicle Maintenance Divisions only, shall have the option of receiving seven button-up shirts, upon request. Of the 11 pants, five (5) pair may be summer pants and/or shorts (Employee's option). Shirts and pants will be of 100% cotton. The uniform issue will be repaired/replaced on an as needed basis and as approved by the Director. Worn and unusable clothing shall be returned to the Township for repair or replacement as necessary.

Effective January 1, 2017, employees shall be reimbursed the cost of prescription safety glasses, once every two years, up to \$200, with the submittal of a receipt.

- E) Mechanics, Sr. Maintenance Repairers, Maintenance Repairers, Plumbers, HVAC Mechanics, and Electricians shall be eligible to receive up to \$1,000 per year effective January 1, 2017 as a tool allowance, upon the submission of original receipts. Only tools applicable to the work performed by the employee are eligible for reimbursement. All other employees will be supplied with any tools required in the performance of their job duties.
- F) The Township and Union agree to establish a Labor Management Committee to meet on a regular basis to discuss issues of general interest or concern which are not necessarily grievances and which confront the Township and its workforce. The Committee shall consist of an equal number of members appointed by the Township and by the Union. Regular

meetings shall be held at least monthly pursuant to a mutually agreed upon schedule established at the beginning of each calendar year. F.M.C.S. shall assist the parties, if available, in the establishment of the Committee.

- G) At the discretion of the Township, employees who have received a specific notice of layoff may be granted paid leave during the 45-day notice period to look for new employment.
- H) Employees shall be reimbursed by the Township for the full cost of educational courses which are (1) required by the Township; or (2) required as a result of County, State or Federal regulations to insure compliance with such regulations or to insure competence in service due to such regulations; or (3) permit an employee to pursue special work or training directly related to his/her employment which will improve competence and capacity in service. If courses are required under (1) or (2) above, the Township shall also reimburse the employee for properly documented expenses for travel, lodging, and meals incurred as a result of attending such course. To qualify for reimbursement under (3), the employee must obtain prior written approval of the Director and maintain a passing grade.
- I) Employees required to use their personal vehicle on authorized Township business shall be reimbursed at the IRS rate per mile as well as for properly documented expenses incurred.
- J) All employees shall be provided a current Township Handbook and shall also receive updates as adopted.

#### **ARTICLE XXIV – WAGE SCHEDULE**

- A) **Wages:** Employees will be paid as set forth in Schedules A and B. The salaries set forth in Schedule A and B represent increases of 2.5%, retroactive to January 1, 2020, with retro paid based upon base salary and out-of-title pay for work performed (*i.e.*, a Laborer who works as a Truck Driver shall be paid retro based upon the Truck Driver rate for hours worked as a Truck Driver). If the Township agrees to pay 2020 retro on overtime to any of the other units with whom it is currently negotiating with, it will offer that benefit to the Public Works unit as well.
- B) An employee who works in a higher classification shall immediately receive the pay rate for that higher classification. Payment for work in a higher classification shall be made no later than two (2) weeks after having worked same.
- C) Paychecks shall be issued every other week (biweekly).
- D) Effective upon the signing of this Agreement, employees whose regular work schedule includes Saturday and/or Sunday shall be paid an additional \$.30 per hour for all hours worked on Saturday and an additional \$.60 per hour for all hours worked on Sunday.
- E) Where this represents an increase in pay rate, employees shall be paid an hourly rate equal to the Equipment Operator rate for all hours assigned to operate a street sweeper or a "pothole machine".

#### **ARTICLE XXV – HEALTH AND WELFARE**

- A) The Township shall annually pay the CWA Local 1014 Health and Welfare Fund the amount of \$780 per employee, to provide such health and welfare benefits as shall be determined

by the Fund.

- B) The Union agrees to save and hold harmless the Township from any liability arising out of the administering of the Fund to which this sum shall be paid on behalf of each employee as stated above, and further agrees to make available to the Township audits or reports dealing with said funds annually by June 30<sup>th</sup> of each year.

#### **ARTICLE XXVI – DISCIPLINARY ACTIONS**

- A) No employee shall be warned, suspended, fined, demoted, discharged or otherwise disciplined except for just cause. The Township shall give written notice to CWA Local 1014 when any employee covered by this Agreement is disciplined which notice shall be provided at the same time the employee is given written notice of discipline, which notice shall indicate the extent and reason for the disciplinary action. No minor disciplinary action shall be implemented until after Step 3 of the grievance procedure has been concluded, if the employee files a grievance contesting the disciplinary action.
- B) Major discipline for permanent employees shall be imposed only in accordance with New Jersey Department of Personnel rules and regulations.
- C) No meetings shall be held between any Supervisor and any employee under this agreement, at which disciplinary action is taken or from which disciplinary action may result, without the presence and participation of a Union representative, if such is requested by the affected employee. No recording devices of any type shall be used at such meetings.
- D) All disciplinary action taken shall be progressive, beginning with a verbal warning.
- E) A written warning will be issued in the event the employee continues to disregard a verbal warning or if the infraction is severe enough to warrant a written reprimand in the employee's personnel file. The warning/reprimand should state the nature of the infraction in detail and what corrective action must be taken by the employee to avoid further discipline. A copy of the written warning/reprimand is to be given to the employee and the employee shall sign the written warning to acknowledge receipt. A copy, signed by the employee, will be placed in the employee's personnel file. If the employee refuses to sign the acknowledgment, then the supervisor and one other witness shall note on the reprimand that the employee received a copy thereof and refused to sign it
- F) Employees shall have the right to have union representation at all grievance and/or disciplinary hearings.
- G) In all disciplinary hearings, the employee shall have the right to introduce evidence and testimony and to cross examine all witnesses. Recording devices may be used only with the consent of all persons involved. Copies of any tapes made shall be provided to all other parties without cost.
- H) No employee shall be intimidated, coerced, or threatened with any reprisal by the Township for having exercised rights under this Agreement.
- I) 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 made available, except for reference checks and other information given in the process of hiring which is confidential in nature.

- J) Warning notices and suspensions shall remain in effect for a period of three (3) years in the employee's personnel file, following date of such notice, to be used as progressive discipline".

#### **ARTICLE XXVII – 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 this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
  - 1) The executive management and administrative control of the Township government and its properties and facilities and the activities of its employees by utilizing personnel, methods and means in the most appropriate and efficient manner possible as may from time to time be determined by the Township.
  - 2) To make rules of procedure and conduct, to issue 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 amend 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 and to require compliance by the employees.
  - 4) To hire all employees and, subject to the provisions 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 Department.
- 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 furtherance 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 the United States.

- C) Nothing contained herein shall be construed to deny or restrict the Township in the exercise of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county, or local laws or regulations.

#### **ARTICLE XXVIII – LAYOFF OR DISCHARGE**

- A) If an employee is laid-off, he is to be paid in accordance with the following schedule:

One (1) to Five (5) years of service - One (1) weeks' severance pay  
Six (6) to Ten (10) years of service - Two (2) weeks' severance pay  
Eleven (11) to Fifteen (15) years of service - (Three (3) weeks' severance pay  
Sixteen (16) to Twenty (20) 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 XXIX – SEPARABILITY AND SAVINGS**

- A) Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall only apply to the specific portion of the Agreement affected by such decision, whereupon the parties agree to commence negotiations relative to the subject matter of the invalid portion.

#### **ARTICLE XXX – WORKPLACE DEMOCRACY ACT**

- A) 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;

B). 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;

C) 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.

D) 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.

E) 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.).

F) 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.

G) 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.

#### **ARTICLE XXXI – DURATION**

- A) This Agreement shall be in full force and effect as of January 1, 2020 and shall remain in effect to and including December 31, 2020, without any reopening date.
- B) This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred and fifty (150) nor later than one hundred and twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.



| SCHEDULE A – WAGE SCHEDULE (PER HOUR)   |                    |                       |                       |                        |                         |   |
|---|--------------------|-----------------------|-----------------------|------------------------|-------------------------|---|
| 2020 - 2.5% Increase  |                    |                       |                       |                        |                         |   |
| Salary Commencing with the Year of Service  |                    |                       |                       |                        |                         |   |
| Years of Service  |                    |                       |                       |                        |                         |   |
| Title   | 1st through<br>4th | 5th<br>through<br>6th | 7th<br>through<br>8th | 9th<br>through<br>10th | 11th<br>through<br>15th | 15th and<br>thereafter<br>(only for<br>those<br>hired<br>PRIOR to<br>9/24/03) |
| Equipment Operator  | \$34.19            | \$36.59               | \$36.93               | \$37.27                | \$37.61                 | \$37.96   |
| Street Inspector  | \$34.19            | \$36.59               | \$36.93               | \$37.27                | \$37.61                 | \$37.96   |
| Maintenance Repairer  | \$33.67            | \$36.03               | \$36.36               | \$36.70                | \$37.04                 | \$37.38   |
| Sr. Maintenance Repairer  | \$34.85            | \$37.29               | \$37.64               | \$37.99                | \$38.34                 | \$38.68   |
| Carpenter's Helper  | \$30.75            | \$32.90               | \$33.21               | \$33.52                | \$33.83                 | \$34.13   |
| Mechanic  | \$34.85            | \$37.29               | \$37.64               | \$37.99                | \$38.34                 | \$38.68   |
| Mechanic's Helper   | \$30.75            | \$32.90               | \$33.21               | \$33.52                | \$33.83                 | \$34.13   |
| Mason's Helper  | \$30.75            | \$32.90               | \$33.21               | \$33.52                | \$33.83                 | \$34.13   |
| Sewer Repairer  | \$33.67            | \$36.03               | \$36.36               | \$36.70                | \$37.04                 | \$37.38   |
| Sr. Sewer Repairer  | \$34.19            | \$36.59               | \$36.93               | \$37.27                | \$37.61                 | \$37.96   |
| Truck Driver  | \$32.00            | \$34.24               | \$34.56               | \$34.88                | \$35.20                 | \$35.52   |
| Laborer*  | \$30.78            | \$32.94               | \$33.24               | \$33.55                | \$33.86                 | \$34.17   |
| Laborer**   | \$20.81            | \$22.26               | \$22.47               | \$22.68                | \$22.89                 | \$23.10   |
| Laborer***  | \$19.40            | \$20.76               | \$20.96               | \$21.15                | \$21.34                 | \$21.54   |
| Laborer****   | \$15.60            | \$16.69               | \$16.85               | \$17.00                | \$17.16                 | \$17.32   |
| Custodial Worker**  | \$20.81            | \$22.26               | \$22.47               | \$22.68                | \$22.89                 | \$23.10   |
| Custodial Worker***   | \$19.40            | \$20.76               | \$20.96               | \$21.15                | \$21.34                 | \$21.54   |
| Custodial Worker****  | \$15.60            | \$16.69               | \$16.85               | \$17.00                | \$17.16                 | \$17.32   |
| Traffic Maintenance   | \$33.67            | \$36.03               | \$36.36               | \$36.70                | \$37.04                 | \$37.38   |
| Sr. Traffic Maintenance   | \$34.19            | \$36.59               | \$36.93               | \$37.27                | \$37.61                 | \$37.96   |
| Maintenance Worker 1 Grnds  | \$28.80            | \$30.82               | \$31.11               | \$31.39                | \$31.68                 | \$31.97   |
| Maintenance Worker 2 Grnds  | \$34.47            | \$36.88               | \$37.23               | \$37.57                | \$37.92                 | \$38.26   |
| Building Maintenance Worker   | \$25.42            | \$27.20               | \$27.45               | \$27.71                | \$27.96                 | \$28.22   |
| Electrician   | \$34.85            | \$37.29               | \$37.64               | \$37.99                | \$38.34                 | \$38.68   |
| HVAC Mechanic   | \$34.85            | \$37.29               | \$37.64               | \$37.99                | \$38.34                 | \$38.68   |
| Mason   | \$34.85            | \$37.29               | \$37.64               | \$37.99                | \$38.34                 | \$38.68   |
| Plumber   | \$34.85            | \$37.29               | \$37.64               | \$37.99                | \$38.34                 | \$38.68   |
| * Applicable to employees hired prior to 12/31/94   |                    |                       |                       |                        |                         |   |
| **Applicable to employees hired between 12/31/94 and 4/1/99   |                    |                       |                       |                        |                         |   |
| ***Applicable to employees hired between 4/1/99 and 11/4/09   |                    |                       |                       |                        |                         |   |
| ****Applicable to employees hired after 11/4/09 (NOTE: Employees shall also receive a \$1.00 increase each year on their anniversary until they reach that of a Tier Three Laborer/Custodian, at which time their salary will be adjusted to Tier Three, under the appropriate Years of Service, and they will continue to receive increases for the appropriate years of service as a Tier Three Laborer/Custodial Worker. |                    |                       |                       |                        |                         |   |

| SCHEDULE B – WAGE SCHEDULE (ANNUAL)   |                    |                       |                       |                        |                         |   |
|---|--------------------|-----------------------|-----------------------|------------------------|-------------------------|---|
| 2020 - 2.5% Increase  |                    |                       |                       |                        |                         |   |
| Salary Commencing with the Year of Service  |                    |                       |                       |                        |                         |   |
| Years of Service  |                    |                       |                       |                        |                         |   |
| Title   | 1st through<br>4th | 5th<br>through<br>6th | 7th<br>through<br>8th | 9th<br>through<br>10th | 11th<br>through<br>15th | 15th and<br>thereafter<br>(only for<br>those<br>hired<br>PRIOR to<br>9/24/03) |
| Equipment Operator  | \$71,124           | \$76,102              | \$76,813              | \$77,525               | \$78,236                | \$78,947  |
| Street Inspector  | \$71,124           | \$76,102              | \$76,813              | \$77,525               | \$78,236                | \$78,947  |
| Maintenance Repairer  | \$70,036           | \$74,939              | \$75,639              | \$76,339               | \$77,040                | \$77,740  |
| Sr. Maintenance Repairer  | \$72,488           | \$77,562              | \$78,287              | \$79,012               | \$79,737                | \$80,462  |
| Carpenter's Helper  | \$63,960           | \$68,437              | \$69,077              | \$69,716               | \$70,356                | \$70,996  |
| Mechanic  | \$72,488           | \$77,562              | \$78,287              | \$79,012               | \$79,737                | \$80,462  |
| Mechanic's Helper   | \$63,960           | \$68,437              | \$69,077              | \$69,716               | \$70,356                | \$70,996  |
| Mason's Helper  | \$63,960           | \$68,437              | \$69,077              | \$69,716               | \$70,356                | \$70,996  |
| Sewer Repairer  | \$70,036           | \$74,939              | \$75,639              | \$76,339               | \$77,040                | \$77,740  |
| Sr. Sewer Repairer  | \$71,124           | \$76,102              | \$76,813              | \$77,525               | \$78,236                | \$78,947  |
| Truck Driver  | \$66,561           | \$71,220              | \$71,886              | \$72,552               | \$73,217                | \$73,883  |
| Laborer*  | \$64,024           | \$68,506              | \$69,146              | \$69,786               | \$70,426                | \$71,067  |
| Laborer**   | \$43,280           | \$46,309              | \$46,742              | \$47,175               | \$47,608                | \$48,040  |
| Laborer***  | \$40,359           | \$43,184              | \$43,587              | \$43,991               | \$44,395                | \$44,798  |
| Laborer****   | \$32,449           | \$34,720              | \$35,045              | \$35,369               | \$35,694                | \$36,018  |
| Custodial Worker**  | \$43,280           | \$46,309              | \$46,742              | \$47,175               | \$47,608                | \$48,040  |
| Custodial Worker***   | \$40,359           | \$43,184              | \$43,587              | \$43,991               | \$44,395                | \$44,798  |
| Custodial Worker****  | \$32,449           | \$34,720              | \$35,045              | \$35,369               | \$35,694                | \$36,018  |
| Traffic Maintenance   | \$70,036           | \$74,939              | \$75,639              | \$76,339               | \$77,040                | \$77,740  |
| Sr. Traffic Maintenance   | \$71,124           | \$76,102              | \$76,813              | \$77,525               | \$78,236                | \$78,947  |
| Maintenance Worker 1 Grnds  | \$59,909           | \$64,103              | \$64,702              | \$65,301               | \$65,900                | \$66,499  |
| Maintenance Worker 2 Grnds  | \$71,699           | \$76,718              | \$77,435              | \$78,152               | \$78,869                | \$79,586  |
| Building Maintenance Worker   | \$52,874           | \$56,575              | \$57,103              | \$57,632               | \$58,161                | \$58,690  |
| Electrician   | \$72,488           | \$77,562              | \$78,287              | \$79,012               | \$79,737                | \$80,462  |
| HVAC Mechanic   | \$72,488           | \$77,562              | \$78,287              | \$79,012               | \$79,737                | \$80,462  |
| Mason   | \$72,488           | \$77,562              | \$78,287              | \$79,012               | \$79,737                | \$80,462  |
| Plumber   | \$72,488           | \$77,562              | \$78,287              | \$79,012               | \$79,737                | \$80,462  |
| * Applicable to employees hired prior to 12/31/94   |                    |                       |                       |                        |                         |   |
| **Applicable to employees hired between 12/31/94 and 4/1/99   |                    |                       |                       |                        |                         |   |
| ***Applicable to employees hired between 4/1/99 and 11/4/09   |                    |                       |                       |                        |                         |   |
| ****Applicable to employees hired after 11/4/09 (NOTE: Employees shall also receive a \$1.00 increase each year on their anniversary until they reach that of a Tier Three Laborer/Custodian, at which time their salary will be adjusted to Tier Three, under the appropriate Years of Service, and they will continue to receive increases for the appropriate years of service as a Tier Three Laborer/Custodial Worker. |                    |                       |                       |                        |                         |   |

## APPENDIX A – HEALTH BENEFIT PACKAGE

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

Effective with the signing of this Agreement, the following plan design modifications shall be made to the current Medical Insurance Plan:

1. Deductibles for both in-network \$100/\$200 and out-of-network services \$200/\$500.  
70% co-insurance for out-of-network services and supplies
2. Co-insurance for in-network and services and supplies 100%/70%
3. Co-insurance and out-of-pocket maximum per calendar year \$800/\$1,600 for in-network and \$3,000/\$10,000 for out-of-network.
4. \$20 co-pay for primary care doctor's visits and \$30 co-pay for specialists visits in-network.
5. Limit of 48 visits per individual for chiropractic care in a calendar year with a \$20 co-pay per visit.
6. No co-pay for hospital in-patient care
7. Emergency room co-pay for in-network hospitals at \$100, waived, if admitted.  
Emergency room co-pay of \$100 for out-of-network hospitals.
8. Infertility services to be limited to four complete cycles within a 15-year period.

| 2017 New Base Plan            |                              |  |
|-------------------------------|------------------------------|--|
| <b>Benefits</b>               | <b>In-Network</b>            | <b>Out-of-Network</b>                  |
| Deductible                    | \$100/\$200                  | \$200 / \$500                          |
| Co-insurance                  | 100%                         | 60%                                    |
| Out-of-Pocket Maximum         | \$800 / \$1,600              | \$3,000 / \$10,000                     |
| Inpatient Hospital            | 100% after deductible        | \$500/Admission & 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                   |
| Primary Care Physician Co-pay | \$20                         | 70% after deductible                   |
| Specialist Co-pay             | \$30                         | 70% after deductible                   |
| Chiropractic Co-pay           | \$20                         | 70% after deductible                   |
| Diagnostic Lab/X-ray          | 100% or \$30                 | 70% after deductible                   |
| Preventive                    | 100%                         | 70%                                    |
| Maternity                     | \$20 (1 <sup>st</sup> visit) | 70% after deductible                   |
| Mental Health/Substance Abuse | 100% or \$20                 | 70% after deductible                   |
| Home Health Care              | 100%                         | 70% after deductible                   |
| Durable Medical Equipment     | 70% after deductible         | 70% after deductible                   |

## **APPENDIX B - FLEXIBLE PLAN MENU**

### **TOWNSHIP OF GLOUCESTER (PUBLIC WORKS) HEALTH BENEFIT PACKAGE**

Effective 1/1/14 the Township will provide an option to all employees covered under their Collective Bargaining Agreement for the years 2017 through 2019 to select either plan "A" which is the Township's Health Plan, the Dental Plan, Eyeglass Plan and Prescription Plan as currently exists and modified by this agreement.

Plan "B" will be a Flexible Benefits Plan, which will list a menu of benefits that an employee may choose. The employee will thereby be able to design their own Health Benefit/Other Benefits Package based on a limit of \$4,500.00 per year of the individual price tag amounts on the menu. The items in Plan "A" will be included on the Plan "B" menu.

Plan "B" Menu will include non-taxable items and taxable items. On taxable items the amount of benefit credit will be charged to the employee's gross earnings as other compensation and full taxes, State and Federal including FICA will be deducted.

If an employee selects a schedule of items that exceeds the \$4,500.00 Benefit Credit provided in the Contract, a payroll deduction may be made for the excess, however, this will be limited to 10% of the total Benefit Credit, which on the 2017-2019 contract will be \$450.00 if the item selected exceeds two menu items.

Once a menu is established for a calendar year there cannot be items added to, or items deleted from, the list. Annually Local 1014 representatives and the Mayor and Business Administrator will review the menu for revisions.

The menu, in the opinion of the Township, qualifies under Section 89 of the IRS Code effective 12/31/88; however, if any item is determined to be taxable by the IRS, we will have to reclassify the item from the non-taxable to taxable schedule.



**FLEX PLAN FORM**  
**TOWNSHIP OF GLOUCESTER**  
**LOCAL 1014 (PUBLIC WORKS UNIT)**  
**HEALTH BENEFIT PACKAGE OPTION SELECTION**

**TOWNSHIP OF GLOUCESTER**  
**HEALTH INSURANCE WAIVER AND OPT-OUT PAYMENT ELECTION FORM**  
**(APPLICABLE YEAR)**

**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 Township  
Approved Plan  
Min. \$ 100.00 \_\_\_\_\_  
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). 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 \_\_\_\_\_



IN WITNESS WHEREOF, the parties have hereunto set their hands and seals in the Township of Gloucester, New Jersey, on this 15<sup>th</sup> day of October, 2020.

For the Township of Gloucester

David A. Mayn 10/13/2020

[Signature] 10/8/2020

[Signature] 10/21/20

Dated:

For Communications Workers of America,  
Local 1014

Jan M. St. 10/14/2020

Joseph M. [Signature]

[Signature] 10/15/20

[Signature]

[Signature] 10-19-20

Dated: