

AGREEMENT

BETWEEN

THE TOWNSHIP OF EDGEWATER PARK

AND

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

REPRESENTATIVES FOR

EDGEWATER PARK TOWNSHIP CLERICAL WORKERS

JANUARY 1, 2019 THROUGH DECEMBER 31, 2023

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PREAMBLE

This Agreement between the Township of Edgewater Park, County of Burlington, State of New Jersey (hereinafter referred to as the "Employer") and Communications Workers of America Local 1036, ("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 employment disputes and represents the complete and final understanding of the Rules and Regulation of the Township of Edgewater Park.

Nothing contained in this Agreement shall alter the authority conferred by Law upon the Township as an Employer or upon any Township Official or in any way abridge or reduce such authority.

This Agreement shall be construed as requiring both parties to follow the terms outlined herein, to the extent that they are applicable in the exercise of the responsibilities conferred upon them by Law. Nothing contained herein shall be construed to deny or restrict to any Employee such rights as he may have under any other applicable law(s) and regulations. The rights granted to Employee hereunder shall be deemed to be in addition to those provided elsewhere.

If any provision of the Agreement or any application of this Agreement is held to be contrary to Law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by Law, however, all other provisions or applications shall continue in full force and effect.

ARTICLE I RECOGNITION

The Employer recognizes Communications Workers of America, AFL-CIO, hereinafter referred to as the "Union," as the bargaining agent for all Full-Time Clerical Employees and all Permanent Part-Time Employees employed by Edgewater Park Township for the purpose of establishing salaries, wages, hours and conditions of employment.

This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating the rights of employees under the laws of 1968, Chapter 303, N.J.S.A. 34:13A, et seq.

ARTICLE II
GENERAL RULES

- A. The proposed salary ranges shall be established and applied to all authorized classified positions, except where positions and salary are not by statute, or are temporary, or part-time, (non permanent) employment, or are other than authorized classified positions, or professional services on a specialized basis.
- B. The minimum rate shall be the hiring rate for each title. Employees may be hired excess of the minimum rate if they possess special skills or experience that may be of value to the Township, at the discretion of the employer.
- C. The Employer agrees that there will be no discrimination or favoritism practiced upon or shown employees for any reasons of gender, gender identity, age, nationality, race, ethnicity, religion, marital status, political status, political affiliation, sexual orientation, gender expression (as defined under NJ State Law), national origin, color, disability (as defined under NJ law), Union membership, Union activities, or the exercise of any concerted rights or activities or any other legally protected class.
- D. For the purposes of this Agreement, he, shall be a generic term referring to any employee regardless of gender. Said usage is not intended to be discriminatory or to promote sexual bias.
- E. The Union and the Township shall continue to discourage bias, prejudice and bigotry, and foster understanding of others in the workforce regardless of race, creed, color, national origin, sexual orientation, gender, gender identity and its expression, age, disability and/or physical condition.

ARTICLE III
CIVIL SERVICE TITLES

- A. General: As used herein and hereinafter, the term "Civil Service" shall refer to New Jersey's Civil Service as set forth in the State Constitution, Article VII, Section 1, para. 2; Title 4A of the New Jersey Administrative Code and Title 11A of the New Jersey Statutes.
- B. The parties recognize the functional titles of the employees covered by this Agreement may differ from official Civil Service titles.
- C. Whenever an employee is promoted or reclassified from one class or title to another having a higher salary range or when the salary range of his/her classification is increased, then his/her salary shall be adjusted to the minimum of the new range or his/her old rate whichever is higher after he/she has worked in that classification for two weeks.
- D. In the event the Civil Service eliminates any job title which is currently in the bargaining unit and workers are placed into either an existing job title or a newly created job title, the employer agrees to negotiate over the wage rate for the newly created title and will have no effect on any existing rates in the salary scale.
- E. In addition, in the event that two or more existing job titles which are currently paid at different rates are consolidated into one title, the pay rate of the highest rated job title shall become the wage rate for the consolidated title.
- F. Civil Service Opt Out: The Employer agrees if at any time during the term of this Agreement the Township of Edgewater Park decides to opt out of Civil Service the Township will:
 - (a) Advise the Union immediately of any discussion by Edgewater Park Township Committee that involve considering opting out of Civil Service; including prior any vote that is to be taken by the Edgewater Park Township Committee to opt out; and;
 - (b) If the Edgewater Park Township Committee decides to opt out of Civil Service it will immediately begin to negotiate the impact of any changes that include, but are not limited to Good Faith Layoffs; Minor and Major Discipline and Appeals; Seniority, Bumping; Title Rights; and Leave allocations.

ARTICLE IV
HOURS and WORK SCHEDULE

- A. FULL-TIME - The regular workweek shall consist of Monday through Friday, five consecutive days per week. Effective the week starting February 4, 2019, the regular working hours for the week shall consist of thirty-six (36) hours per week based upon the following schedule:

Monday through Thursday: 08:30 a.m. to 4:30 p.m. inclusive of a one (1) hour paid lunch break

Friday: 08:30 a.m. to 12:30 p.m. with no lunch break

Employees shall be permitted to take 15-minute breaks in the AM and PM.

Employees cannot use lunch or break time to adjust their daily schedule nor to accumulate compensatory time or pay. Employees' lunch or break times may be flexible given operational needs to serve the public, but it is expected that lunch/breaks are taken. (For example, an employee cannot use their lunch or break at the end of the day to leave early, or come in late, or work through lunch or break and request compensatory time or pay.)

- B. PERMANENT PART-TIME - Permanent part-time employees hours of work shall not exceed 30 hours per week Monday to Thursday with a one half (1/2) hour unpaid lunch. Permanent part-time employees hours will consist of 29 hours or less per week.

ARTICLE V
MANAGEMENT RIGHTS

It is recognized that the management of the Township offices, the control of the properties and maintenance of order and efficiency are solely the responsibilities of the Township. Accordingly, the Township retains the following rights, except as limited by this Agreement or by law, including but not limited to: the determination of emergencies, duty assignments, adjusting of work schedules, disciplinary actions, and demotions, fines, promotions, suspensions, and transfers of employees when management shall so determine.

ARTICLE VI
HEALTH AND SAFETY

A. Joint Responsibility; Cooperation between and Employer and Union. Safe working conditions will be the joint responsibility of management and the union. A Safety Council may be organized and made up of four (4) members; two (2) from management and two (2) from the union. The provision of this clause are subject to and superseded by the applicable provision of New Jersey State Law and the Civil Service.

1. The Employer will attempt to maintain a healthful level in the temperature of the Township Municipal Building, keeping it within the range of sixty (60 degrees) Fahrenheit and eighty-four (84) degrees Fahrenheit.

2. All Safety problems shall be reported to the Administrator in charge through the Department Head.

B. The Employer and Union recognize the Employer's rights and responsibilities regarding health and safety including to make, maintain, and amend such reasonable rules and regulations, policies and procedures as it may from time to time deem best for the purpose of maintaining order, safety and the effective operation of the Township after advance notice to the Employees and to require compliance.

1. Reporting accidents: Employees are required to report all accidents immediately to their Supervisor and Department Head and complete the required incident report as soon as possible.. The Department Head, may request additional information from the Employee to process the form but shall report the incident to the Township Administrator within twenty-four (24) hours and provide the Administrator with a copy of the incident report and any other available documentation, such as photos of property damage or of an accident site. Accidents include an injury on the job as well as damage to public or private property. Failure to report an accident in a timely manner shall be cause for disciplinary action.

ARTICLE VII
WORKER'S COMPENSATION

- A. The Parties recognize and agree that the provisions of New Jersey's Workers' Compensation Act as found under N.J.S.A. 34:15, et seq. and all benefits afforded under this statute such that all Workers' Compensation obligations, including payments for medical treatment, temporary and permanent disability, are approved and processed by the Division of Risk Management, pursuant to N.J.S.A.34:15-7 and N.J.S.A.34:15-43.

1. Employees disabled with job related injuries and unable to work will be granted a leave of absence with pay for periods of time up to six (6) months with a total accumulation of one (1) year for any occurrence.

2. Employees shall continue to accrue seniority rights and appropriate fringe benefits during a period of leave subject to the requirements that an employee will endorse any compensation checks received as the result of the disability from the Township insurance carrier over to the Township.

3. During the period of disability, Management reserves the right at such time and under such circumstances as reasonable, to require a person covered under the provisions set forth herein, to undergo a physical examination by a physician of the Township's choosing. When said physician determines that an employee may return to work, the Township's check will cease unless the employee returns to work.

- B. 1. In the event the employee is dissatisfied with the Township's physician's opinion, the Employee may, at his/her own cost, seek a second opinion. If said second opinion is at variance with the initial opinion, both the Township and Union agree that the Township shall obtain from the Burlington County Medical Association a list of five (5) physicians qualified in the area of expertise which is the subject of employee's medical condition.

Said list shall be submitted to the employee within forty-eight (48) hours of receipt. Within forty-eight (48) hours of submitting the list to the employee, both the Township and employee shall select and rank in order of preference three (3) physicians from the list.

If only one (1) physician is the same on both lists, said physician shall be selected for a third opinion. If more than one (1) physician is on both lists, Township is to determine which of the duplicate physicians employee is to consult to obtain a third opinion. If the third opinion supports the employee's contention, the Township shall pay for third opinion and reimburse employee for second opinion. If third opinion supports Township physician's contention, then employee shall pay for the third opinion.

- C. The decision of the third physician shall be final and binding on the parties.

ARTICLE VIII
GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this agreement may be initiated and shall proceed in accordance with the following procedures:

1. Within 15 working days of the event or occurrence, the grievant shall prepare in writing on forms approved by the parties the facts relating to the grievance. The grievance shall be served upon the immediate supervisor who shall attempt to resolve said grievance and render a decision within 15 working days of receipt. Copies of the decision shall be forwarded to the grievant and the union office.
2. In the event of an adverse decision by the immediate supervisor, the grievant or union will have 15 working days to appeal the adverse decision to the Head of the Department in which the grievant works. All appeals shall be in writing. The Department Head shall have 15 working days to resolve the grievance. The decision of the Department Head must be in writing and copies shall be forwarded to the grievant and union office.
3. Upon receipt of an adverse decision by the grievant's Department Head, the union may file an appeal of the adverse decision to the Township Administrator who shall schedule, hear and determine the grievance within 15 working days after receiving the grievance. The decision shall be in writing. Copies thereof shall be provided to the grievant and the union.
4. Upon receipt of an adverse decision by the Township Administrator, the Union may file an appeal with the Township Committee within 15 working days of receipt of adverse decision. The appeal shall be in writing. The Township Committee shall schedule, hear and make a determination within 15 working days of receipt of the grievance. Copies of the Township Committee's decision shall be forwarded to the grievant and union. Upon receipt of an adverse decision by the Township Committee, the Union shall have thirty (30) working days to file with P.E.R.C. (Public Employment Relations Commission) for an appointment of an Arbitrator whose decision shall be final and binding on the parties.
5. Failure by the Township to act upon a grievance within the agreed upon time-frames, including all agreed upon extensions, at any step shall mean that the grievance is automatically appealed to the next step. If an appeal of a written decision is not filed in writing within the applicable timeframe, the grievance will be deemed to have been resolved.
6. Arbitration costs shall be borne equally between both parties.

ARTICLE IX
HOLIDAYS

The Official Holidays for the Township of Edgewater Park employees shall be as follows and shall be allowed as days off, with pay:

New Year's Day
Martin Luther King's Day
Presidents Day
Good Friday
Easter Monday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Election Day
Thanksgiving Day
Day After Thanksgiving
Christmas
Day After Christmas

In recognition that the employees work a four-hour shortened day on Fridays, the employees shall be compensated for four hours of pay for holidays celebrated on any Friday. However, holidays celebrated on Saturday shall be granted to the employees on the preceding Friday for eight hours of pay and holidays celebrated on Sunday shall be granted to the employees on the following Monday. There shall be no other changes to the current provision.

The full time schedule with the list of "Friday Holidays" for the contract shall take effect on 1/01/19 and are set forth on the attached Schedule "B," and shall be updated each year thereafter.

Christmas Eve and New Year's eve shall be full-day holidays. Employees will receive Holiday Pay for the number of hours the employee would have worked that day (8 hours Mon-Thu, 4 hours Fri).

ARTICLE X
LEAVE OF ABSENCE

Any employee asking for leave of absence shall submit his/her request in writing to his/her Department Head stating starting date, approximate duration and date of return, and reason for leave. Upon completion of approved leave of absence, employee shall return to his or her former position.

All applications for leave of absence shall be reviewed by the entire Township Committee and final approval of the leave of absence is only by majority of the Township Committee by formal action.

Any permanent employee and any temporarily mentally or physically incapacitated permanent employee holding a position in the classified service who temporarily desires to engage in a course of study or attend school courses that will increase his/her usefulness to the employer, or for any reason considered good by the Administrator and Department Head, may, with approval of the Administrator and the Department Head, be granted a special leave of absence without pay for a period not to exceed (6) months.

The Township agrees to provide employees with leave under the federal Family and Medical Leave Act ("FMLA") and/or the New Jersey Family Leave Act ("NJFLA"). FMLA and NJFLA leave shall be administered in accordance with the governing law and the Township's applicable policy related to the same.

ARTICLE XI
PERSONAL LEAVE

All employees listed in the Salaries and Wages Article shall receive four (4) personal days and their birthday, or if their birthday is not at a convenient time, a fifth paid personal day of their choice, for personal leave with pay, which may be taken as requested. Upon separation from employment personal leave days will be prorated to the date of separation.

However, in the event that two employees from the same department request personal leave at the same time, total Township seniority based on date of hire will rule, with preference for full-time employees then part-time employees.

Personal leave shall not be cumulative and payment shall not be given to any employee in lieu of unused personal leave.

ARTICLE XII
BEREAVEMENT LEAVE

Leaves of absence for a death in a family shall be in accordance with the procedures listed below:

All employees listed in the Salary and Wages Article will be allowed the following time off with pay in case of the death of:

Father, Mother, Grandfather, Grandmother, Spouse, Domestic Partner or Civil Union Partner, Son, Daughter, Brother, Sister, Father-in-law, Mother-in-law, Grandfather-in-law, Grandmother-in-law, Daughter-in-law, Son-in-law and Grandchild from the day of death until the day of burial inclusive.

In the case of death of a Mother, Father, Spouse, Child, Mother-in-law and Father-in-law, employees shall have one (1) additional day of bereavement after the burial.

For an Uncle, Aunt, Nephew, Niece, Brother-in-law, Sister-in-law, and Cousin of the first degree, the employee shall be entitled to paid bereavement leave on the day of burial only.

Exception to this rule may be made when the deceased is buried in another city and the employee would be unable to return in time for duty with the leave of absence granted. In the case of death of a Mother, Father, Spouse, Child, Mother-in-law and Father-in-law, employees who have to travel out of state will be given one (1) additional day of bereavement for traveling.

Employee should submit a copy of the obituary to the Department Head to be placed in his/her personnel file.

ARTICLE XIII
SENIORITY

Seniority is defined as the accumulated length of continuous service with the Employer computed from the date of hiring.

An employee's length of service shall not be reduced by the time lost due to authorized leave of absence or absence for a bona fide illness or injury certified by a physician not in excess of six (6) months. Except where the Civil Service Statutes require otherwise, in all cases of promotion, demotion, lay-off, recall, vacation schedules and other situations, where substantial, the employee with the greatest amount of seniority shall be given preference provided that he/she is qualified to fill the requirements of the job classification and to perform the work involved.

ARTICLE XIV
SALARIES AND WAGES

- A. The following salaries and wages will be effective on the dates and titles listed below for full time positions and permanent part-time positions as well as entry level salaries for all new hires.

<u>Employee</u>	<u>1/1/19</u>	<u>1/1/20</u>	<u>1/1/21</u>	<u>1/1/22</u>	<u>1/1/23</u>
A.R.	\$18.20	2%	+\$\$.50	2%	+\$\$.50
St.H.	\$27.54	2%	2%	2%	3%
T.H.	\$25.75	2%	2%	2%	3%
N.C.	\$17.50	2%	+\$\$.50	2%	3%
Sh.H.	\$17.50	\$17.50	2%	+\$\$.50	3%
M.B.	\$17.50	\$17.50	2%	+\$\$.50	3%

New Hires (hired on or after 1/1/19 shall receive the starting hourly rate set forth below when hired in the title listed below for the year in which they were hired. The Township reserves the right, depending upon new hire experience and qualifications, to increase the starting salary for entry level positions to an annual amount not to exceed \$30,888.00 based on a 36-hour work week.

Starting Salary: Effective 01/01/19 \$15.50/Hr
After 90 days and successful completion of working test period, the minimum salary shall be \$16.50/hour

On the next January 1st after the date on which the employee was successfully completed his/her 90 day probationary period, the employee shall begin receiving the annual wage increases set forth in Attachment "A."

- B. All salaries and wages shall be paid on alternate Fridays; all employees are paid by direct deposit.
- C. During the term of this agreement, the pay scale will not be reduced unless by mutual agreement of both parties.
- D. Permanent Part Time Employees - The hiring rate shall be in the range set forth in the Agreement, subject to revision in the NJ Minimum wage rate.
- E. ADDITIONAL COMPENSATION:

The Deputy Court Administrator, who is covered by this Agreement, shall receive a stipend of \$5,000 to cover on-call and pager calls.

The Registrar - shall receive a yearly stipend of \$5,400.00 for each year of the contract.

The Deputy Registrar - shall receive a yearly stipend of \$5000.00 for each year of the contract.

The Board of Health Secretary shall receive a yearly stipend of \$5,000.00 for each year of the contract.

The Planning Board Secretary shall receive a \$5400.00 yearly stipend for each year of the contract.

The Police Sub-Matron is not included in the Union.

- F. Education Compensation/Reimbursement: An employee shall receive his/her regular rate of pay, or equivalent compensatory time if approved in accordance with Article XVI, for time in attendance at training or educational programs mandated or approved by the Township. Such training or educational programs must be approved in advance by the Township Administrator. Upon submission of valid receipts, the employee shall receive reimbursement for mileage, tolls and parking related to such training or educational programs.

ARTICLE XV LONGEVITY PAYMENTS

The parties agree that the longevity payment for any employee, who would be entitled to such payment in calendar year 2019, shall be rolled into 2019 base salary effective January 1, 2019. Thereafter, any separate longevity payment shall be eliminated. The parties agree only one employee was eligible for this payment and the longevity is being added to her base salary effective January 1, 2019.

The parties agree and acknowledge that under the present contract, any employee hired after May 7, 1999 shall not be entitled to or receive a longevity payment.

ARTICLE XVI
COMPENSATORY TIME and OVERTIME

A. COMPENSATORY TIME:

Only the Township Administrator, Acting Administrator, or Township Committee person in charge of the Department can authorize Compensatory Time.

Employees may earn compensatory time at straight-time rate for time worked in excess of thirty-six (36) hours per week to a maximum of forty (40) hours per week subject to the approval as stated herein. Time worked in excess of forty (40) hours per week shall be compensated at time-and-a-half overtime rate.

A. OVERTIME:

Overtime payments shall be made in accordance with Federal and State Laws, meaning that after an Employee has worked forty (40) hours in a given work week, the Employee shall be entitled to receive Overtime payment for time worked in excess of forty (40) hours per week. Only the Township Administrator, Acting Administrator or the Township Committee person in charge of the Department can authorize overtime scheduling.

B. GENERAL PROVISIONS:

Payroll calculations will be based on work week commencing at 12:01 a.m. Monday and ending 11:59 p.m. Sunday.

Employees called to work or called at home, when not regularly scheduled, shall be given a minimum of 2 hours calculated at time and one half. Said employee can elect to use compensatory time for the call to work or to be paid overtime at the rate of time and one half.

Where an employee elects to avail herself/himself of compensatory time (comp-time) instead of overtime, with the approval of the Administrator, such election and the scheduling of said time shall be within one year of accrual of said "comp-time". Employees can use up to eight (8) hours per month but in no case can they use more than seventy-two hours (72) in a twelve (12) month period.

It is understood that the basis for the meaning of the word "year" within which "comp-time" was earned is meant as the calendar year of January to December.

Rates of compensation provided for in this agreement are fixed on the basis of full-time service unless stated otherwise.

ARTICLE XVII
VACATION SCHEDULE

- A. Vacation time not used in the year it was earned may be carried over into the next succeeding year only. The carryover vacation time that remains unused by the employee by the end of that calendar year shall be forfeited.
- B. Employees must notify the employer by August 1st of any calendar year if they have vacation time remaining from the carry over that could cause the time to be forfeited. In the event that a vacation day falls into a forfeited classification due to action on the part of the employer, the employer may elect to pay the employee for such vacation time or may permit the employee to reschedule same.
- C. Permanent part-time employees shall be entitled to a proportionate amount of paid vacation leave as per Civil Service rules and regulations.
- D. All vacation requests must be submitted to the immediate Supervisor for approval by the Department Head one (1) month before the vacation is to start, however, depending on the needs of the department the Department Head may at his or her discretion waive the notice requirement.
- E. Vacation scheduling is subject to employee seniority at all times. Any employee who is laid off, retired or separated from the service of the employer "in good standing" shall be compensated for his/her unused vacation time prorated to the date of separation.
- F. Department Heads will maintain a file on vacation days used and time remaining. Such files will be available for inspection by each employee. If an employee wishes not to use one (1) weeks' vacation time, he/she may notify payroll and the Township will give him/her the week's pay.
- G. Full time employees shall earn vacation on the basis of 4A:6-1.2, Civil Service rules and regulations (except for 20 years or more of continuous service) as follows; after the initial month of employment and up to the end of the first calendar year, employees shall receive one working day for each month of service. Thereafter, employees shall receive paid vacation leave as follows:

From the beginning of the first full calendar year of employment and up to five years of continuous service, 12 working days;

After five years of continuous service and up to 12 years of continuous service, 15 working days;

After 12 years of continuous service and up to 20 years of continuous service, 20 working days;

Over 20 years of continuous service, 26 working days.

- H. Vacation shall be computed on a calendar year basis that is January 1st to December 31st.

ARTICLE XVIII
SICK TIME SCHEDULE

1. Sick leave entitlement shall be administered and computed on the basis of the following Civil Service, Title 4A:6-1.3 with reference to 4A:1-1.3 (immediate family and Local Service). Title 4A:6-1.3 attached hereto and made part of this agreement as page 20 and 21 and Title 4A:1-1.3 covering "Immediate family" and "Local Service" only, attached hereto and made part of this agreement as page 21 - 24.

2. Additional Sick Leave Benefits:

- a. Sick Leave Incentive: If less than four (4) sick days are used in a full year, the Township will give three (3) additional personal days to be used in the following year.

- b. If a full-time employee or permanent part-time employee retires from the service of the Township; the employer shall compensate the employee for all accrued unused sick time at the rate of seventy-five percent (75%) for each day accrued and prorated, which will be paid to the employee at the time of separation. Such separation must be "in good standing."

Any full-time employee hired after May 7, 1999 who retires from the service of the Township, the employer shall compensate the employee for all accrued and prorated unused sick time at the rate of seventy-five (75%) for each day accrued up to a maximum payment of \$5,000.00 (five thousand dollars). Such separation must be "in good standing."

- c. If a full-time employee or permanent part-time employee leaves the service of the Township on conditions other than retirement, they shall be compensated for all accrued, and prorated unused sick time at the rate of fifty percent (50%) for each day accrued, which will be paid to the employee at the time of separation. Such separation must be "in good standing."

Any full time employee hired after May 7, 1999 who leaves the service of the Township on conditions other than retirement; shall be compensated for all accrued, and prorated unused sick time at the rate of fifty percent (50%) for each day accrued up to a maximum payment of \$5,000.00 (five thousand dollars). Such separation must be "in good standing"

Employees hired or recalled after May 21, 2010 shall not be eligible to receive compensation for sick leave upon separation in accordance with N.J.S.A. 11A:6-19.2. Full-time employees or permanent part-time employees who leave the service of the Township on conditions other than retirement, shall not be compensated for accrued unused sick time; sick time shall be prorated upon separation.

- d. Permanent part-time employees shall be eligible for sick time benefits according to the schedule in the Civil Service Rules and Regulations Title 4 and Title 11 for entitlement to a proportionate amount of paid sick leave.
- e. Department Head will maintain a file of sick days used and time remaining; such file is available for inspection by each employee.
- f. Refer to Article XIX Retirement Benefits for employees who retire while on sick leave.

LEAVES: EMPLOYEE DEVELOPMENT

A. Sick Leave per N.J.A.C. 4A:6-1.3

1. Full-time State employees shall be entitled to annual paid sick leave as set forth in 1 (a) and (b) below. Full-time local employees shall be entitled to a minimum of annual paid sick leave as follows:
 - a. New employees shall only receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month.
 - b. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with 15 working days.
2. Part-time and 10-month employees shall be entitled to a proportionate amount of paid sick leave. State employees in intermittent titles shall be entitled to paid sick leave based on accumulated hours of work as set by the Commissioner.
3. Paid sick days shall not accrue during a leave of absence without pay or suspension.
4. Sick leave credits shall not accrue after an employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.
5. An employee who exhausts all paid sick days in any one year shall not be credited with additional paid sick leave until the beginning of the next calendar year.
6. Unused sick leave shall accumulate from year to year without limit.
7. Sick leave may be used in hourly increments to attend doctors or dental appointments. Sick leave may be used by employees who are unable to work because of:
 - a. Personal illness or injury;

- b. Exposure to contagious disease;
 - c. Care, for a reasonable period of time, of a seriously ill member of the employee's immediate family (see N.J.A.C. 4A:1-1.3 for a definition of immediate family); or
 - d. Death in the employee's immediate family, for a reasonable period of time.
8. Sick leave may be used by a handicapped employee for absences related to the acquisition or use of an aid for the handicap when the aid is necessary to function on the job. In such cases, reasonable proof may be required by the appointing authority.

B. TITLES CONSISTENT WITH N.J.A.C. 4A:1-1.3

- 1. "Certification" means a list of names presented to an appointing authority for regular appointment.
- 2. "Class Code" means a designation assigned to job titles in State service with ranking based upon an evaluation of job content.
- 3. "Closing date for examination" means the date by which an applicant for an examination must meet all of the requirements contained in the examination announcement.
- 4. "Commissioner" means the Commissioner of Civil Service.
- 5. "Days" means calendar days unless otherwise specified.
- 6. "Demotion" means, in local service, a reduction in title, and in State service, a reduction in class code.
- 7. "Department" in local service, where not otherwise defined by statute, means the largest type of organizational unit established by ordinance or resolution, as appropriate, that is not a sub-unit of any other organizational unit for the purpose of administering the political subdivision. In State service, "department" means a principal executive department of State government.
- 8. "Disposition" means the written report of actions taken by an appointing authority regarding a certification.
- 9. "Eligible list" means a roster compiled or approved by Civil Service of persons who are qualified for employment or re-employment.
- 10. "Filing date for examination" means the date by which an application for an examination must be received in the office designated in the announcement. When mailed, the filing date is by which a properly addressed application must be postmarked.

11. "Fine" means a disciplinary penalty which requires the payment of money or the performance of service without pay or at reduced pay.

12. "Immediate family" means an employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household.

13. "Layoff" means the separation of a permanent employee from employment for reasons of economy or efficiency or other related reasons and not for disciplinary reasons.

14. "Local service" means employment in any political subdivision operating under Title 11A, New Jersey statutes.

15. "Open competitive examination" means a test open to members of the public who meet the prescribed requirements for admission.

16. "Part-time employee" means an employee whose regular hours of duty are less than the regular and normal workweek for that job title or agency.

3. SICK LEAVE PROCEDURES:

- a. An appointing authority or Supervisor may require proof of illness or injury when there is a reason to believe that an employee is abusing sick leave; an employee has been absent on sick leave for five (5) or more consecutive work days; or an employee has been absent on sick leave for an aggregate of more than fifteen (15) days in a 12-month period.
- b. When an illness is of a chronic or recurring nature causing occasional absences of one day or less, one proof of illness shall be required for every six-month period. The proof of illness must specify the nature of the illness and that it is likely to cause periodic absences from employment.
- c. In case of sick leave due to exposure to a contagious disease, a death in the employee's immediate family or to care for a seriously ill member of the employee's immediate family, reasonable proof may be required.
- d. An appointing authority may require an employee to be examined by a physician designated and compensated by the appointing authority as a condition of the employee's continuation of sick leave or return to work.
 - (1) Such an examination shall establish whether the employee is capable of performing his or her work duties and whether to return to employment would jeopardize the health of the employee or that of other employees.
 - (2) The appointing authority shall set the date of the examination to assure that it does not cause undue delay in the employee's return to work.

ARTICLE XIX
RETIREMENT BENEFITS

- A. All full-time and permanent part-time employees are eligible for membership in the Public Employee's Retirement System (PERS) and Group Life Insurance is available according to the Civil Service Regulations.
- B. Only full-time employees who are disabled or retired after twenty (20) years of service with the Township of Edgewater Park shall have the opportunity to remain in the Medical Insurance Plan. The first seven (7) years will be paid by the employer at the current rate, less the amount of contribution to be paid by an employee for medical and prescription drug benefits for the employee and any eligible dependent, to the extent permitted in accordance with P.L.2011, c.78. After the first (7) years the entire cost of the insurance coverage will be paid by the retired employee until the employee is eligible for health benefits through Medicare (at age 65) at which point Medicare insurance shall be the primary insurance provider.

- C. All full-time and permanent part-time employees who retire from the service of the Township shall be compensated for all accrued and prorated unused sick time at the rate of seventy-five (75%) for each day accrued, which will be paid to the employee at the time of separation. Such retirement separation must be "in good standing."

Any employee hired after May 7, 1999 who retires from the service of the Township shall be compensated for all accrued and prorated unused sick time at the rate of seventy-five (75%) for each day accrued, which will be paid to the employee at the time of separation up to a maximum amount of \$5,000.00 (five thousand dollars). Such separation must be "in good standing."

EMPLOYEES WHO ARE ON SICK LEAVE AND ARE RETIRING:

- D. A full-time or permanent part-time employee receiving sick time benefits at the time of retirement shall cease to receive such benefits and will receive payment for seventy-five percent (75%) of the remaining sick time that has been accrued and prorated. Such separation must be "in good standing"

Any employee hired after May 7, 1999 who is receiving sick time benefits at the time of retirement shall cease to receive such benefits and will receive payment for seventy-five percent (75%) of the remaining sick time that has been accrued and prorated up to a maximum amount of \$5,000.00 (five thousand dollars). Such separation must be "in good standing."

- E. It is the responsibility of the individual employee to submit all necessary documentation to the Division of Pensions when planning for retirement. Due to budgetary considerations, an employee shall notify the Township during the calendar year prior to the intended retirement. A minimum of six-month's notice should be given to allow completion of all required retirement documents.

- F. All bargaining unit employees will be enrolled in the State Disability Insurance Program.
- G. Pursuant to the provisions of Chapter 48, P.L. 1999, or Chapter 88, P.L. 1974, local employers are permitted to pay for all or some of the cost of health benefits for retirees under certain conditions, including for certain types of disability retirements. The statute provides that if an employee attains 25 years of service credit on or after June 28, 2011 (the effective date of Chapter 78, P.L. 2011), the employee will pay a percentage of the premium based on the employee's annual pension allowance as provided by the Township's adoption of such standards consistent with Chapter 88 and/or Chapter 48. Pursuant to the Resolution duly adopted by the Township of Edgewater Park on March 24, 2015, the Township adopted the schedule for the shared payment of such premiums and filed the schedule with the New Jersey State Division of Pensions and Benefits pursuant to N.J.S.A. 52:14-17.38. Based upon the requirements of the aforementioned statutes and the schedule of payments previously adopted, the parties agree that the following schedule for sharing the cost of health benefits upon the Employee's retirement due to an approved application for a disability retirement will apply:
 - 1. Employees who retire on an approved disability retirement, or who had 20 or more years of service credit as of June 28, 2011 and later retire with 25 or more years of service credit, are not subject to the contribution provisions of Chapter 78.
 - 2. The respective contributions to healthcare in retirement, including for retirees upon an approved disability, is governed by the Resolution filed by the local employer with the Division of Pensions and Benefits pursuant to N.J.S.A. 52:14-17.38.
 - 3. For all employees hired after May 21, 2010, who retire on an approved disability retirement, the minimum contribution towards health benefits in retirement is 1.5%.
 - 4. If an Employee qualifies for Ordinary Disability Retirement, an Involuntary Ordinary Disability Retirement, an Accidental Disability Retirement, or a Special Disability Retirement, the Employee's contribution towards Health Benefits in retirement is governed by the requirements and contribution rates set by the applicable statute for the State Health Benefits Plan based upon the type of Disability Retirement, the applicable Pension Plan and the Employee's length of service with the Township.

ARTICLE XX

HEALTH BENEFITS

- A. Only full time employees shall be enrolled in the New Jersey State Health Benefits Plan hereafter referred to as SHBP which will include benefits for spouse and family as defined within the plan.
- B. The Township shall provide full time employees with benefits under the New Jersey State Health Benefits Plan (SHBP) which will include benefits for spouse and family as defined within the plan.

Effective July 1, 2011, the amount of contribution to be paid by an employee for medical and prescription drug benefits for the employee and any eligible dependent shall be set in accordance with P.L.2011c78.

Each full time employee, spouse, and eligible dependents shall also benefit from the New Jersey State Health Benefits Plan with coverage paid by the employer, less the employee premium payments as set forth in P.L.2011c78.

Upon expiration of P.L.2011c78, the Township and the Union agree to meet and negotiate terms of employee contribution rates; all provisions and employee contribution rates shall remain in effect until a new settlement agreement has been executed.

- C. It is understood by the Union that the Township may change this health care plan during the course of this contract. The Union shall not oppose such change, or any other change, provided the plan's benefits are equal to or better than the New Jersey State Health Benefits plan.
- D. Only all full-time employees are eligible for membership in the Delta Dental Plan of New Jersey with 80/20 coverage paid for by the employer and in accordance with P.L.2011c78. If the Township seeks to change the dental plan, the new plan must be equivalent or better than the plan in effect now.
- E. Only full-time employees who retire or are separated from the Township after twenty (20) years of service shall have the opportunity to remain in the Medical Insurance Plan. (Refer to Retirement Benefits Article XIX). Such retirement or separation must be "in good standing" and subject to the statutory requirements of N.J.S.A. 40:11-23 relating to age and eligibility.
- F. Only full-time employees including spouse and family, are eligible for a maximum \$500.00 dollars in eyeglass reimbursement to be paid by the Township in each year of the contract. This benefit shall be prorated upon the employee's separation of employment from the Township.
- G. All bargaining unit employees will be enrolled in the State Disability Insurance Program.

ARTICLE XXI
UNION DUES AND AGENCY FEE

The Township agrees to deduct from the earnings of each employee union member, union dues, when said employee has properly authorized such deduction by signing a dues authorization card.

The Township will forward all dues deduction monies collected on a bi-weekly basis along with a list of employees who are included in the deductions. The union dues deductions are based on 1.154% of the gross pay. The check and payroll list of employee deductions will be sent to Communications Workers of America AFL-CIO Local 1036 in care of the Treasurer as listed below:

Communications Workers of America, AFL-CIO
Local 1036
1 Lower Ferry Road
West Trenton, New Jersey 08628
Attn: Treasurer

The Employer will provide to new hires any membership forms or other information provided by the Union. The Employer will collect such forms and transmit to the Union. Periodically and on reasonable advance request by the Union, the Employer will provide the following information, if held by the Employer: employee names, titles, home address, contact phone numbers, work and home email addresses.

The C.W.A. agrees to indemnify and hold the Township harmless against any, and all claims, suits, orders of judgments brought or issued against the Township with regard to the dues check off, except for any claims that result from negligent or improper acts of the Employer or its agent or servants.

ARTICLE XXII
UNION RIGHTS AND PRIVILEGES

- A. Representatives of the Union shall be permitted to conduct union business for a reasonable amount of time on the premises as long as it does not interfere with assigned duties of said employees.
- B. The union may have the use of a meeting room within the Municipal Building when appropriately scheduled through the Township Clerk or Township Administrator.
- C. No employee shall be contacted by a Committee Member, nor shall any employee contact a Committee Member directly, the purpose of which is to prefer charges or have charges preferred or to be questioned at length with the purpose of getting information in order to prefer charges or to have charges preferred. This does not preclude queries inherent with normal operation procedures and for normal conduct of business nor in emergency situations by and between the employee and his/her immediate supervisor.
- D. No employee shall be brought up on charges unless employee's immediate Supervisor and Union Representative or Shop Steward are present.
- E. The Township will pay the full day's pay to the Union Shop Steward for attending the C.W.A. Conference in each year of this agreement and the Township will also pay the full day's pay to the Union Shop Steward for attending the C.W.A. Local 1036 Conference in each year of this agreement. The total amount of two (2) paid union days per contract year to attend both Conferences over the term of this agreement. The pay will be at the regular daily rate, and notification to the Township will be within 10 days of each Conference date.
- F. An attempt will be made to keep the soda and candy machines in working order.
- G. The Township and Union agree to establish a job training program for all employees in the bargaining unit.
- H. The Township agrees to make an employee suggestion box available for all employees.
- I. The Township and Union agree to form a Labor/Management Committee. Such Committee shall have two (2) members from the Union and two (2) members from Management. The Committee shall meet on an as needed basis.
- J. Resignation - In order to provide for smooth and orderly employee transition, proper notice of resignation must be given. Employees are encouraged to provide four (4) weeks' notice. The minimum notice requirement shall be two (2) weeks and shall be given in writing to the Department Head and the Township Administrator.
- K. Travel Reimbursement - When an employee is required to travel to fulfill the duties of their position, or is attending an approved conference, seminar, or similar work-related meeting outside of the Township, and a Township vehicle is not available for the employee's use, the employee will be reimbursed at the rate set by the IRS. This reimbursement does not

apply to "E" above. (i) Professional Education Courses – the Township shall pay for courses including college education for employees. If the course hours are not offered during regular scheduled hours (8:00 to 4:30) Monday to Thursday and on Friday (8:30 to 12:30, no paid lunch) the employee will not be compensated for those hours, but the course will be paid for by the Township. Courses must be related to the employee's job and the employee must have a passing grade to be reimbursed.

- L. Appearance - Township employees are in constant contact with the public on a daily basis. An employee's appearance is a reflection of the Township's attitude toward the people that we serve. Due to wide variety of tasks being performed by municipal employees, a singular dress code is not feasible. Employees are required to dress appropriately in accordance with the duties that they perform. Any conflicts regarding this section shall be decided by the Township Administrator. Any employee receiving a negative administrative decision shall have the right to file a grievance following the grievance procedure as set forth herein.

- i) The Employer shall provide three (3) short sleeve shirts and three (3) long sleeve shirts per employee with a replacement, if worn or soiled. Employees must return worn or soiled shirt(s) for replacement. Shirts are not mandatory to be worn every day of the work week.

- M. Access to Personnel Records - Employees are entitled to review their individual personnel records during normal business hours and within a reasonable time of the request to review such records. Employees shall have verbal and written warnings, reprimands, and/or counseling sessions removed from the personnel file after twelve (12) months from the date they were given as long as there has been no re-occurrence of the same infraction within that twelve (12) month period. If a re-occurrence of the same infraction occurs the infraction shall remain in the file permanently. Administrator can make any revisions in personnel information including but not limited to name, address, telephone number, marital status, dependents, insurance beneficiary. The Township is not responsible for lack of insurance coverage due to an employee failing to notify the Township in a timely manner.

ARTICLE XXIII
SEVERABILITY AND SAVINGS

In the event that any portion of this agreement shall be made inoperative by reason of Judicial or Administrative ruling, State or Federal Law or Civil Service Rules, that portion declared to be inoperative shall be excised from this agreement and the remainder of the agreement shall remain in full force and effect.

The contract stipulations shall supersede any Township ordinance or directive and shall only be superseded by Federal and State Law and Civil Service operating rules and procedures.

ARTICLE XXIV
FULLY BARGAINED PROVISIONS

This agreement represents the full and complete understanding of the parties on all issues which were or could have been the subject of collective bargaining, and agree that all parts of this agreement will be interpreted according to the intent of the parties.

ARTICLE XXV
DURATION OF CONTRACT

This agreement shall be effective upon the passage of a resolution by the Township Committee directing the Mayor and the Township Clerk to execute the agreement and shall remain in full force and effect until the 31st day of December 2023.

It shall be automatically renewed from year to year thereafter, unless either party shall notify the other party, in writing, 90 days prior to the expiration date that it desires to modify this agreement.

In the event that such notice is given, negotiations shall begin no later than (60) days prior to the expiration date. This agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this agreement is provided to the other party in a manner set forth in the following paragraph.

In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date, which shall not be before the expiration date set forth in the preceding paragraph.

Notice of renegotiation of this contract shall be specific as to which topics and subjects and the entire contract need not be renegotiated if one or more specific items are negotiated.

The Union shall be responsible for drafting revisions to the collective negotiations agreement for review by the parties.

ARTICLE XXVI
AGREEMENT

This Agreement made by and between the Township of Edgewater Park, hereinafter referred to as the "Township" and Communications Workers of America, AFL-CIO, hereinafter referred to as the "Union".

WITNESSETH:

WHEREAS, the parties after due negotiations and consideration did enter into an employment contract which covers the years 2019, 2020, 2021, 2022 and 2023.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, this 22 day of JANUARY 2019.

COMMUNICATIONS WORKERS
OF AMERICA

TOWNSHIP OF EDGEWATER PARK

Adam Liebtz
ADAM LIEBTAG, PRESIDENT
CWA LOCAL 1036

h/a Begon
MAYOR

Pat L. Barrett
NATIONAL REPRESENTATIVE

Joseph V. Pullion, Jr.
THOMAS PULLION
TOWNSHIP ADMINISTRATOR

Florence McNamara
FLORENCE MCNAMARA
LEAD STAFF REPRESENTATIVE

William McNamara
ATTEST.

Stacy Hofbauer
STACY HOFBAUER
UNION NEGOTIATOR

Alexia Rancani
ALEXIA RANCANI
UNION NEGOTIATOR

ATTACHMENT "A"

1. Base Salary/Hourly Rates: The following salaries and wages will be effective for the contract term for all full-time positions and permanent part-time positions. Civil Service titles for incumbent employees may differ from the functional titles below. These salary guidelines are based on continuous employment with the Employer.

A. Effective January 1, 2019:

<u>Title:</u>	<u>2019 Hourly Rate:</u>
Tax Clerk	\$18.20
Sen. Police Records Clerk	\$27.54
Dep. Ct. Admin.	\$25.75
Inspections Clerk	\$17.50
Finance Clerk	\$17.50
Police Records Clerk	\$17.50

B. Effective January 1, 2019:

The starting salary for all new employees working on a full-time schedule shall be \$15.50 per hour. Upon successful completion of 90 day working test period, the employee's hourly rate shall be increased to \$16.50 for the remainder of the year in which the increase is effective.

C. Effective January 1, 2020 all bargaining unit employees shall receive a two percent (2%) base salary increase;

D. Effective January 1, 2021 all bargaining unit employees shall receive a two percent (2%) base salary increase, except Inspections Clerk (N.C.) and (Tax Clerk (A.R.) who will receive an increase in the hourly rate of \$.50 per hour; and

E. Effective January 1, 2022 all bargaining unit employees shall receive a two percent (2%) base salary increase except Finance Clerk (S.H.) and Police Records Clerk (M.B.) who will receive an increase in the hourly rate of \$.50 per hour.

F. Effective January 1, 2023 all bargaining unit employees shall receive a three percent (3%) base salary increase, except Inspections Clerk (N.C.) and Tax Clerk (A.R.) who will receive an increase in the hourly rate of \$.50 per hour.

2. Stipends: The following stipends will be paid for designated duties performed by employees as specified. The stipends will be issued in bi-weekly pay and added to the base salary in 2019:

A. Effective January 1, 2019:

<u>Stipend Title:</u>	<u>Stipend Amount:</u>
Registrar	\$5400

Deputy Registrar	\$5000
Deputy Court Administrator (On-Call)	\$5000
Board of Health	\$5000
Planning Board Secretary	\$5400

These stipends are included in the Employee's base salary and are paid based upon the continuous performance for the Employer of the required tasks associated with each stipend. The duties associated with each stipend are consistent with the duties historically performed in exchange for payment of stipends and may, at the option of the Employer, be described with particularity in writing as a job description. The Planning Board Secretary is appointed annually by the Planning Board, which is a separate, autonomous entity. In the event that the Planning Board changes the appointment of a secretary the stipend base amount only, as listed above, will be deducted on a pro-rata basis during the year of any removal of these duties.

SCHEDULE B
HOLIDAYS THAT FALL ON FRIDAY

2019:

GOOD FRIDAY 4/19/19

DAY AFTER THANKSGIVING 11/29/19

2020:

GOOD FRIDAY 4/10/20

4TH OF JULY (OBSERVED} 7/3/2020 DAY AFTER THANKSGIVING 11/27/20

CHRISTMAS DAY 12/25/20

2021:

NEW YEARS DAY 1/1/21

GOOD FRIDAY 4/2/21

DAY AFTER THANKSGIVING 11/26/21 CHRISTMAS DAY (OBSERVED} 12/24/21 NEW
YEARS DAY (OBSERVED} 12/31/21

2022:

GOOD FRIDAY 4/15/22

VETERANS DAY 11/11/22

DAY AFTER THANKSGIVING 11/25/22

2023:

GOOD FRIDAY 4/7 /23

VETERANS DAY (OBSERVED} 11/10/23

DAY AFTER THANKSGIVING 11/24/23