

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE TOWNSHIP OF GLOUCESTER**

**AND**

**CAMDEN COUNTY COUNCIL #10 ADMINISTRATIVE STAFF UNIT**

**JANUARY 1, 2011 THROUGH DECEMBER 31, 2013**



## TABLE OF CONTENTS

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

## **PREAMBLE**

This Agreement entered into effective 1st day of January, 2011, by and between the Township of Gloucester, in the County of Camden, State of New Jersey, hereinafter referred to as the Employer, and Council #10, hereinafter referred to as the Employees, has as its purpose the promotion of harmonious relations between the Township and the Employees, the establishment of an equitable and peaceful procedure for the resolution of differences, the establishment of rates of pay, hours of work, and other conditions of employment, and represents the complete and final understanding of the rules and regulations of the Township of Gloucester.

## **ARTICLE 1. LEGAL REFERENCE**

Nothing contained in this Agreement shall alter the authority conferred it by Law, Ordinance, Resolution, or Administrative Code, and the Township's Departmental Rules and Regulations upon any Township Official or in any way abridge or reduce such authority.

This Agreement shall be construed as requiring both the Employer and the Employee to follow the terms contained herein, to the extent that they are applicable in the exercise of the responsibilities conferred upon them by Law. Nothing contained herein shall be construed to deny or restrict to any employee such rights as they may have under any other applicable Laws or Regulations. The rights granted to the Employees hereunder shall be deemed to be in addition to those provided elsewhere.

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

The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State and Local Law, except as such particular provisions of this contract modify existing Local Laws.

## **ARTICLE 2. RECOGNITION**

The Township of Gloucester hereby recognizes Council #10 as the sole and exclusive representative of the Employees of Gloucester Township for the purpose of collective negotiations with respect to terms and conditions of employment for present employees covered in Appendix A and any new classifications as may be agreed upon.

## **ARTICLE 3. MANAGEMENT RIGHTS**

The Township of Gloucester hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of the Agreement by the Laws and Constitutions of the State of New Jersey and of the United States, including, but not without limiting the generality of the foregoing, the following rights:

1. The executive management administrative control of the Township Government and its properties and facilities and the activities of its employees by utilizing personnel, methods, and means of the most appropriate manner possible as may from time to time be determined by the Township.
2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
3. The right of management to make, maintain, and name such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and/or the effective operation of the Department, after advance notice to the employees, to required compliance by the employees, is recognized.
4. To hire all employees and subject to the provision of Law, to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees.
5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to Law.
6. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient or non-productive.
7. The Township reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Departments.

In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furthermore thereof, and the use of judgment and discretion in connection therewith, shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

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

#### **ARTICLE 4. RULES AND REGULATIONS**

The Township shall and may establish and enforce binding rules and regulations in connection with the operation of the Township and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies shall be furnished to the Council #10

members. It is understood that application of this Agreement shall not in any way hamper enforcement of the Departmental Rules and Regulations.

It is understood that all employees shall comply with all rules and regulations of the Department and order of directives issued by the Director of their Department or his designee, from time to time.

If any employee believes a rule, regulation, or instruction is unreasonable or unjust, the employee shall comply with the rule, regulation, or instruction, but with the further provision that such employee may regard the rules, regulation, or instruction as a grievance which shall be handled in accordance with the grievance procedures set forth in this Agreement.

#### **ARTICLE 5. BAN OF STRIKES**

It is recognized that the need for continued and uninterrupted operation of the Township of Gloucester is of paramount importance to the citizens of the community; therefore, there shall be no interference with such operations.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there shall not be, and that the Council #10 officers, members, agents, or principals will not engage in, encourage, sanction, or suggest strikes, slowdowns, mass resignation, mass absenteeism, or other suspension of, or interference with, normal work performance.

#### **ARTICLE 6. GRIEVANCE PROCEDURE**

The intent of the parties to this Agreement is that the procedures hereinafter set forth shall serve as a means of peaceful settlement of all disputes that may arise between the parties as to the meaning or application or provisions of the agreement.

It is further understood that suspension, demotion, and discharge shall be made in accordance with Township Ordinance 0-82-16, State Statute and Civil Service. In the event such actions are sustained, the aggrieved individual shall possess all rights of appeal as an individual pursuant to Civil Service as provided by Law. Any disciplinary action, whether it results in a financial loss by suspension or fine, or not, shall be subject to the grievance procedure.

STEP 1: As to grievance, the aggrieved employee shall present the grievance in writing to his/ her immediate supervisor. The grievance must be presented within ten (10) working days of its occurrence or knowledge of its occurrence. The supervisor will give his/her written answer within six (6) working days of the date of presentation of the grievance.

STEP 2: If the grievance is not settled in Step 1, it shall be reduced to writing and presented through the chain of command as follows: Department of the Township clerk, the grievance shall be presented

to the Township Clerk; Department of Administration and Department of Municipal Court, the grievance shall be presented to the Business Administrator; Department of Community Services, Recreation, Community Development and Department of Public Works, the grievance shall be presented to their respective Department Heads; Department of Police, the grievance shall be presented to the Police Chief. The grievance shall be in detail and be dated. That level will reply to the grievance within five (5) working days of the date of the presentation of the written grievance. The aggrieved employee may be represented by an attorney or the employee bargaining unit in presenting his grievance.

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

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

A grievance may be filed by Council #10 at its own instigation or at the request of any employee covered under this agreement instead of any individual employee at the sole discretion of the union.

#### **ARTICLE 7. EMPLOYEE RIGHTS**

Pursuant to Chapter 303, Public Laws 1968, the Township of Gloucester hereby agrees that every employee shall have the right to freely organize, join, and support Council #10 and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of Law of the State of New Jersey, the Township undertakes and agrees that it shall not directly nor indirectly discourage, deprive, nor coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other Laws of New Jersey or the constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours of work, wages, or any terms and conditions of employment by reason of his membership in Council #10 and its affiliates, collective negotiations with the Township or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.

Representatives of Council #10 shall be permitted time off to attend negotiating sessions, provided the efficiency of the Department is not affected thereby.

Each Employee shall be made aware of material to be placed into his or her file, and shall have access

to his or her complete personnel file upon reasonable notice to the Business Administrator during regular business hours. All information in the file shall be available, except for reference checks and other information given in the process of hiring which is confidential in nature.

The Township agrees to notify the employee if any material discriminatory to the employee is placed in his personnel file.

The Township shall maintain a separate file on each employee containing such records as medical, psychological and psychiatric examinations, pre-employment inquiries and background investigations.

#### **ARTICLE 8. BILL OF RIGHTS**

To insure that individual employee rights are not violated, the following shall represent the employee's Bill of Rights.

1. An employee shall have the right to union representation at each and every step of the grievance procedure as set forth in this Agreement.
2. An employee shall not be required to submit to an interrogation by the employer and/or representatives of said employer without union representation present at such interrogation.
3. No recording devices, of any type, shall be used at such interrogation.
4. In all disciplinary hearings and/or hearings designated for the appeal of a disciplinary action already taken, the employee shall be entitled to union representation, the Chief Shop Steward or his designee and a union representative from the district council of which the employee is a member.
5. In all disciplinary hearings or hearings designed for the appeal of any disciplinary action the employee and/or his union representative(s) shall have the right to introduce evidence and witnesses on his behalf. Furthermore, the employee and/or his union representative(s) shall be granted the right to cross-examine any and all witnesses against him.
6. Recording devices may be used only if prior agreement by the union is reached. The union shall be given a duplicate of any and all recordings made. Cost for such shall be shared equally between the union and the employer.
7. No employee shall be intimidated, coerced, or suffer any reprisal by the employer for having exercised his rights under this Agreement.

#### **ARTICLE 9. CHECK OFF & AGENCY SHOP**

The Employer agrees to deduct monthly, the Council's monthly membership dues from the pay of

those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Financial Director of the Township of Gloucester by the Financial Secretary of the Council, together with a list of names of all employees for whom deductions are made. The aggregate deductions of all employees shall be remitted to the Financial Secretary of the council with a list of names of all employees for whom the deductions were made by the tenth (10) day of the succeeding month after such deductions are made. The revocation of this authorization shall be in writing, in duplicate, one to be sent to the Council and one copy to the Financial Director of the Township, and further, in accordance with the provisions of applicable statutes as presently exist or as may be amended.

A. The Township and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, or political affiliation.

B. The Township and the Union agree that all members covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Union against any member because of the member's membership or non-membership or activity or non-activity in the Union.

C. The Township may establish reasonable and necessary rules of work and conduct for employees.

D. This Agreement shall be equitably applied to all employees covered by this Agreement.

The Employer agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.

A. The deduction shall commence for each employee who elects not to become a member of the union during the month following written notice from the union of the amount of the fair share assessment. A copy of the written notice of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

B. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the Union, less the cost of benefits finance through the dues and available only to members of the Union, but in no event shall the fee exceed eighty five percent (85%) of the regular membership dues, fees, and assessments.

C. The sum representing the fair share fee shall not reflect the cost of financial support of political causes of candidates, except to the extent that it is necessary for the union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to

secure the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the employer.

D. The Union shall establish and maintain a procedure whereby any individual paying the agency fee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Employer or require the employer to take any action other than hold the fee in escrow pending resolution of the appeal.

E. The Union shall indemnify, defend, and save the Employer 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 Employer in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Employer, 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.

The Employer agrees to deduct monthly from any Employee who requests in writing that such deductions be made to Council #10, Political Action Committee (PAC).

#### **ARTICLE 10. JOINT COUNCIL #10 - MANAGEMENT COMMITTEE**

A committee consisting of a Township representative and a Council #10 representative shall be established for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise. Said committee will meet when necessary and required. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiating meetings. The purpose and intent of such meetings is to foster good employment relations through communications between the Township and Council #10 on such matters as:

- A. Discussing questions arising over the interpretation and application of this agreement.
- B. Disseminating general information of interest to the parties.
- C. Giving Council #10 representatives the opportunity to express their views or to make suggestions on subjects of interest to employees of the bargaining unit.
- D. To notify the employees in the bargaining unit of changes in non-bargainable conditions of employment contemplated by management.
- E. The promotion of education and training.
- F. The elimination of waste and the conservation of materials and supplies.

G. The improvement of working conditions, the safeguarding of health and prevention of hazards to life and property and the strengthening of the morale of the employees.

#### **ARTICLE 11. WORK SCHEDULES**

The regularly scheduled work week shall consist of four (4) consecutive days, Monday through Thursday inclusive, 8:00 a.m. through 5:45 p.m. (35 hours per week) or Tuesday through Friday inclusive, 8:00 a.m. through 5:45 p.m. (35 hours per week).

The hours for the titles of sub-codes and inspectors shall not exceed 35 hours per week and will be scheduled between 7:00 A. M. to 5:45 P.M. Monday through Friday.

In the event that there is a need for the Township to revert to a five (5) day work week, then the regularly scheduled work week shall consist of five (5) day, Monday through Friday, inclusive 8:30 a.m. through 4:30 p.m. Neither the regular starting time of work shifts, nor the work shift will change without 2 weeks notice to the affected employees and without first having discussed such need for the change with representative of Council "10".

#### **ARTICLE 12. OVERTIME - CALL IN TIME**

Overtime refers to any time worked beyond the regular hours of duty and is granted only when an employee is ordered to work by a supervisor.

Time and one half the employees regular rate of pay shall be paid for work under any of the following conditions:

1. All work performed in excess of the employee's regular hours of duty in any one day.
2. All work performed in excess of the employee's regular hours of duty in any one week.
3. All work performed on Saturday, provided the employee has satisfied the thirty-five (35) hour work week requirement. All time paid is considered hours worked.

Double time the employees' regular hourly rate of pay shall be paid for work under any of the following conditions:

1. All work performed on Sunday, provided the employee has satisfied the thirty-five (35) hour work week requirement. All time paid is considered hours worked.
2. All time worked on a Holiday in addition to the Holiday pay.

Overtime work shall be distributed as equally as possible among employees within the same classification within the Department and who have been given a reasonable notice (2 hours) that

overtime will be worked, except in cases of emergency.

Overtime shall be paid currently or at least no later than the second pay period after overtime was worked.

Any employee who is requested and returns to work during a period other than his/her regularly scheduled shift, and who has received less than 24 hours advance notice of the call in, shall be guaranteed not less than four (4) hours pay at the appropriated overtime rate, regardless of the number of hours actually worked.

Any employee who is requested and returns to work during a period other than his/her regularly scheduled shift, and who has received at least 24 hours advance notice of the call in, shall be guaranteed not less than two (2) hours of pay at the appropriate overtime rate, regardless of the number of hours actually worked.

Overtime outside of the Department shall be distributed as equally as possible providing the employee is qualified to perform said duties and shall be done using the rotating and seniority list as a basis.

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

### **ARTICLE 13. WAGE SCHEDULE**

Employees will be paid as set forth in Appendix A and Appendix C. The salaries set forth in Appendix A and Appendix C represent increases of 0.75% effective January 1, 2011, 2.0% effective January 1, 2012 and 1.75% effective January 1, 2013.

The entrance level for new employees shall be in accordance with the rate of pay by titles as appears in Appendices A and C, effective January 1, 2011. All part-time employees except students shall be in accordance with the rate of pay by title as appears in Appendices A & C.

Permanent part-time employees shall receive pro-rated sick, vacation, personal time and holidays.

All part time employees over 20 hours per week shall be entitled to the same medical rights and benefits as full-time employees, on a pro-rated basis.

All part time employees working in the titles of Recreation Aide, Recreation Attendant, Recreation Leader and Teachers Aide working more than 24 hours shall be entitled to the same medical rights and benefits as full time employees, on a pro-rated basis.

All current employees shall receive the appropriate increase to adjust the level as designated by the respective grade in addition to any wage increase as proposed.

Paychecks shall be issued every other week (bi-weekly).

#### **ARTICLE 14. VACATION**

Employees covered by this Agreement shall be entitled to the following annual vacation leave:

Up to six (6) months to one year of service, seven (7) hours vacation for each month of service. (Maximum 84 hours.)

From one (1) year up to and including the third (3rd) year of service, 98 hours per year.

From the Fourth (4th) year up to and including the sixth (6th) year of service, 126 hours per year.

From the seventh (7th) year up to and including the ninth (9th) year of service, 154 hours per year

From the tenth (10th) year up to and including the twelfth (12th) year of service, 182 hours per year.

From the thirteenth (13th) year of service through retirement, 210 hours per year

Where in a calendar year the vacation leave or any part thereof is not used, such vacation period shall accumulate and any unused vacation time, resulting from the pressure of work as determined by the Department Head, may be carried forward for a period of three (3) years only, and must be taken prior to the end of the third year.

However, if in the last year, due to the pressure of work as determined by the Department Head, the employee still has accumulated vacation time that will be lost, the employee has the right to sell that time only.

Vacation time cannot be used for sick time without the express written consent of the employee.

It is understood that each employee shall have fully earned their vacation as of the first of the year, however, if the employees leaves the service of the Township, their earned vacation time unused will be prorated for the time period worked in that year, and paid to the employee in their last paycheck, provided they have given a proper notice of intention to resign or are laid off.

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. Employees shall be eligible to sell back vacation leave in accordance with the following schedule:

15 Years of Service and Over-----Up to 40 Hours Vacation Leave

**ARTICLE 15. HOLIDAYS**

The following thirteen (13) days shall be observed as normal Holidays during the years of this Agreement: New Year’s Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Eve, Christmas Day, and two (2) floating township holidays to be scheduled at the employee's discretion, with the approval of the Director. Employees must designate the dates of all floating holidays on or before October 31 of each year.

Holidays which fall on a Saturday shall be celebrated on the preceding work day. Holidays which fall on a Sunday shall be celebrated on the succeeding work day. When the Township, Governor of New Jersey or President of the United States, declares a day off, in addition to those set forth above, any employee who is required to work on such day shall be granted an additional day off at a later date, mutually agreed upon by the Employee and the Department Head so as not to interfere with the daily operation of the Department. In the event that the work schedule is Monday through Friday, Good Friday and the Friday after Thanksgiving will become holidays in lieu of Christmas Eve and one of the floating township holidays set by the employee with the approval of the Director.

**ARTICLE 16. PERSONAL DAYS**

All full time permanent employees shall be granted thirty-five (35) personal hours each year, pro-rated for new employees. Personal hours shall be allotted to each employee per year to be used at the discretion of the employee upon approval of their Department Manager.

**ARTICLE 17. SICK LEAVE**

Sick leave means the absence from duty of an employee because of personal illness by reason for which such employee is unable to perform the usual duties of his/her position, exposure to contagious disease, or other illness or in an emergency situation where of illness to his/her immediate family (wife, husband, or children) the employee is required to remain at home to care for same, or caring for the household. Such an emergency situation shall be documented upon the request of the Director of the Department. Each employee covered by this agreement shall be granted twelve and a half hours sick leave each month.

If an employee is absent for five (5) consecutive work days for any of the reasons as set forth above,

the Township shall require acceptable evidence on the form prescribed. The nature of the illness and length of time the employee was or will be absent must be stated on a Doctor's Certificate.

An employee who does not expect to report for work on any working day because of personal illness for any of the reasons as set forth above, shall notify the appropriate office by telephone or personal messenger no later than 15 minutes past scheduled starting time. Failure to do so could result in a loss of pay for that period of absence.

Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved upon the certification of the local Health Department.

Full time provisional employees of the Township shall be entitled to sick leave in the same amount and for the same reasons as provided for permanent employees.

Annually for each thirty-five (35) sick hours not used, of the current year, [earned sick hours] the employees shall receive an additional ½% pay on or about November 1st of each year, not to exceed 2%.

Any permanent full time employee who has exhausted his accumulated sick leave, by reason of illness, as proved to the satisfaction of the Township shall be continued on the Township's Health Benefits Plan for a period not to exceed six (6) months.

The Township shall continue to provide a Disability Plan equal to or better than the New Jersey State Disability Plan.

#### **ARTICLE 18. RESIGNATION/RETIREMENT**

If an employee gives two weeks notice when he intends to resign, he shall be paid for any accrued vacation time, pro-rated for the current year.

If an employee resigns or retires in good standing after ten years of service with the township, the employee shall be entitled to compensation for accrued unused sick leave hours at the rate of ten dollars (\$10.00) per hour for each unused sick hour. Employees shall be compensated for all unused sick leave hours accumulated prior to January 1, 1984, and up to a maximum of 560 hours for unused sick leave hours accumulated on or after January 1, 1984.

If an employee retires from the Township with 25 years of service, the Township agrees to provide the employee with Health Insurance as provided for in Article XXVI of the current contract. The Township will permit any employee having more than ten (10) years of service with the township but less than twenty-five (25) years of service with the Township to continue their Hospitalization Insurance for an indefinite period of time provided the employee pays 100% of the cost of such plan.

If an employee resigns or retires, in good standing after twenty-five years of service with the Township the employee shall be entitled to compensation up to a maximum of 800 accrued unused sick leave hours and all accrued unused vacation hours at the current hourly rate.

If an employee retires from the Township after 25 years of service the Township agrees to provide the employee the Health Insurance reimbursement for up to \$200.00 towards the deductible, (\$100.00 for single coverage/\$200.00 for family coverage). In addition, the Township agrees to provide an \$800.00 prescription/eyeglass/dental plan.

If the employee does not give the proper two weeks notice of his intention to resign or retire, the Township shall determine whether or not the employee shall be entitled to any compensation under this Article.

#### **ARTICLE 19. WORKERS COMPENSATION**

In the event an Employee becomes disabled by reason of a work related injury or illness and is unable to perform his/her duties, then the Employee shall be entitled to full pay for a period up to one (1) year, provided all conditions of this Article are met.

The employee shall notify his or her Department Head of the work related injury or illness immediately.

The employee shall be required to present evidence by a certificate of a duly authorized physician that he/she is unable to work, and the Township may reasonably require the employee to present such certificate from time to time.

No charge shall be made to the employees sick or vacation leave accumulation.

An employee who is injured and unable to return to work for a period less than seven (7) days shall not be charged with any sick or vacation leave benefit because of said injury or illness, however, a Doctor's Certificate will be required stating the nature of the injury or illness and the length of absence required for same.

#### **ARTICLE 20. BEREAVEMENT LEAVE**

In the event of death of a member of an employee's immediate family, the following leave of absence, with pay, shall be granted.

Seven (7) days off with pay shall be granted in the event of death of an employee's Mother, Father, or Parental Guardian, Spouse, Children of the employee, Brother, Sister.

Five (5) days off with pay shall be granted in the event of death of an employee's Grandmother,

Grandfather, Grandchild, Step Parents, Step Children and Foster Children.

Three (3) days off with pay shall be granted in the event of death of an employee's Mother-in-Law, Father-in-Law, Brother-in-Law, and Sister-in-Law, spouse's grandmother, grandfather, grandchild, spouse's step-parents, aunts, and uncles.

One (1) day shall be granted for nieces, nephews, and cousins.

#### **ARTICLE 21. UNION LEAVE**

The Township agrees to allow the union representative a reasonable amount of time off from work to attend to union business, provided such time does not interfere with the anticipated work assignments.

The Township further agrees that all employees covered by this agreement shall be granted reasonable time off from work to attend group meetings of the union, such meetings shall not exceed one half (½) hour a month, when necessary.

#### **ARTICLE 22. MATERNITY/PATERNITY LEAVE**

Request for maternity/paternity leave shall be made in writing, no later than the one month prior to effective date of leave.

Except for reasons of health or inability to perform her job, the pregnant employee shall be permitted to work, providing the attending physician approves and so advises in writing. A pregnant employee shall be granted earned and accumulated sick and vacation leave time during the time prior to and after the actual date of birth.

Employees requesting paternity leave shall be granted earned and accumulated sick and vacation leave time after the actual date of birth.

Additional time, without pay, may be granted for reasons of the employee's individual health, upon presentation of a Doctor's Certificate, setting forth the necessity therefore.

#### **ARTICLE 23. MILITARY LEAVE**

A. Any employee who is a member of the National Guard or a member of the reserve components of the Armed Forces and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State, shall be granted a leave of absence with pay during the period of such activity. Such duty is not to exceed three (3) weeks.

B. Any employee who is a member of the National Guard or a member of the reserve components of the Armed Forces and who is ordered to active duty shall be granted a leave of absence for the period

of such service in accordance with law. In addition, the Township shall pay a full-time employee, or a part-time employee who has been employed by the Township for at least one year, the difference in salary between the employee's regular rate of pay at the time of deployment to active duty, and the employee's pay from the government, for a period not to exceed ninety (90) work days in the aggregate in any calendar year.

C. Employees returning from authorized leaves of absence, as set forth herein, will be reinstated to their original classification at the then appropriate rate of pay, with no loss of seniority or other employees' rights, privileges or benefits.

**ARTICLE 24. JURY DUTY**

A. Employees shall be given time off without loss of pay when performing Jury Duty in the following circumstances:

1. In State/County Court, the employee shall serve without loss of pay and is allowed to retain any stipend for services.

2. In Federal Court, the employee shall receive full pay plus a maximum stipend of five (\$5) dollars paid by the Federal Court. All monies received by the employee in excess of five (\$5) dollars paid by the Federal Court in services as a Federal Juror shall be returned to the Township Treasurer's office.

**ARTICLE 25. COURT TIME**

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

**ARTICLE 26. LEAVE OF ABSENCE - WITHOUT PAY**

A permanent employee holding a position in the classified service who is temporarily incapacitated to perform his duties due to either physical or mental reasons may be granted a special leave of absence, without pay, for a period not to exceed six (6) months. Said special leave may be extended for another period, not to exceed six (6) months, with the approval of the Township.

Any permanent employee desiring such special leave of absence, without pay, shall submit his request, in writing, stating the reasons why, in his opinion, the request should be granted along with the anticipated date of his return to duty.

Employees shall be given time off without loss of pay when performing jury duty.

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

## **ARTICLE 27. HEALTH BENEFIT PACKAGE**

For all employees the Township will provide a Medical Insurance Plan equal to the existing plan as modified by this agreement. In no event will this coverage be changed unless an equivalent or improved plan is obtained by the Township.

The Township agrees to provide for all members covered hereunder a Health Benefit Package in the amount of \$4,500.00 to be used for Hospitalization Insurance, Prescription Plan, Eyeglass Plan, Dental Plan, and any other insurance coverage as determined by the Township and permitted by I.R.S. in accordance with a "menu", procedures, exclusions, requirements, etc.

The Township agrees to reimburse each employee participating for any unpaid medical bill up to the amount selected under the flex menu. (See #2 non-taxable in Flexible Health Benefits Plan).

Employees may choose, in writing, to decline the Township's Health Benefit package, in entirety. Any employee choosing to do so shall receive \$4,500 (taxable) per year paid in equal monthly installments with appropriate deductions as required by law. If an employee declines the package and then loses other coverage during the year, the employee may reenroll in the Township's plan.

All employees will receive a copy of the Plan Document which will include the "menu", procedures, exclusions, requirements, etc.

Effective January 1, 2011, active employees shall contribute a maximum of 1.5% of their base salary, as mandated by state law, towards their health insurance premiums, through payroll deductions. These payments 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. These payments shall be inclusive of any additional payments required by state law or mandate. Unless otherwise required by state law, these contributions shall cease upon an employee's retirement. No contributions shall be required for any active employee where the Township's coverage is secondary to Medicare and the employer has enrolled in Medicare Plans A and B, or when an employee has declined health insurance coverage.

HMO Blue and Aetna HMO are no longer an option for current and future employees; however, employees currently enrolled in HMO Blue and Aetna HMO are "grandfathered" and may continue such coverage.

Copayments for in-network doctor visits are to \$10.

Copayments per prescription are \$5 for generic prescriptions, \$15 for brand name prescriptions, \$35 for non-formulary prescriptions and \$50 for lifestyle prescriptions for both retail and mail order, with a

single copayment applicable to mail order prescriptions for a maximum 90-day supply. For generic drugs, employees will pay the lower of the actual cost of the generic drug, or the copayment amount, whether retail or mail order. Prescription copayments are reimbursable pursuant to the Township's health spending account.

The Township will reimburse each employee participating in the traditional plan up to \$200.00 towards the deductible. (up to \$100.00 for single coverage/up to \$200.00 for family coverage). Effective no earlier than 30 days after the signing of the agreement, any payments made to satisfy the deductible shall no longer be directly reimbursable but may be reimbursable through the employee's health spending account in accordance with the account limit.

The Township will reimburse an employee on active pay status for the premium cost of the Medicare Plan when the employee or his/her spouse reaches age 65.

Employees retiring from the Township with 25 years of service shall continue to receive fully paid health and prescription benefits in accordance with the provisions of Article 18, except those employees hired after May 21, 2010, shall pay 1.5% of their monthly retirement allowance, as mandated by State law.

The Township will permit any employee having more than ten (10) years of service with the Township but less than twenty-five years of service with the Township to continue their Hospitalization Insurance for an indefinite period of time provided the employee pay 100% of the cost of such plan.

The employee health spending account available to unit employees for reimbursement of qualified non-reimbursed health expenses, i.e., prescriptions, co-payments, deductibles and corrective lenses shall increase from \$625 to \$725 per year effective January 1, 2011.

#### **ARTICLE 28. MILEAGE**

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

#### **ARTICLE 29. COLLEGE CREDITS**

Upon completion of a course of education, in a job related subject and the presentation of a college transcript indicating the course, final passing grade, and credit hours, any employee who has pursued such advance education to advance themselves within their classification, shall be granted the sum of twenty dollars (\$20.00) per credit hour, per course, on a one-time basis only, effective January 1, 1983.

Such payment will be made on or about November 1st, upon receipt of a fully executed Township voucher, with the documentation attached and signed by the employee.

### **ARTICLE 30. SENIORITY**

Seniority is defined as an employee's total length of service with the Township of Gloucester, beginning with his original date of hire.

An employee having broken service with the Township, (as distinguished from a leave of absence), shall not accrue seniority credit for the time when he was not employed by the Township.

If a question arises concerning two or more employees who were hired on the same date, the following shall apply:

If hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which employees are already shown on the Township's payroll records, first name, first preference, etc.

For employees hired on the same date subsequent to the date of this Agreement, preference shall be given in alphabetical order.

The Township shall maintain accurate, up to date, seniority roster showing each employees date of hire, classification, and pay rate and shall furnish copies of same to the representative upon request.

Except where New Jersey Civil Service statutes require otherwise, in cases of promotions, demotions, layoffs, recalls, vacation schedules, and other situation where substantial employee advantages are concerned, the employee with the greatest amount of seniority shall be given preference, provided he has the ability to perform the work involved.

A list shall be maintained by the Township indicating the number of positions available. Such positions shall be posted on the Council #10 Bulletin Boards and in the appropriate offices wherein the position is available. A minimum notice of fifteen (15) days before that position is permanently filled is required so that employees may have adequate time to apply, provided the employee has the ability to perform the work involved, the position should be filled from within.

### **ARTICLE 31. PROMOTIONS**

The Township agrees that promotions shall be made in accordance with Civil Service Rules and Regulations. It further agrees not to discriminate on promotions because of religion, race, creed, politics, gender or age.

An employee who is required to work in a higher paid classification than his own shall be approved for

such work and compensation as paid the current incumbent after he has performed said work for the (3) consecutive weeks, spending at least 50% of his time on the higher paid job.

The Township agrees to honor all requests for desk audit. Such desk audit shall be in accordance with Civil Service Rules and Regulations.

When an employee is promoted (so as to assume additional duties and responsibilities, or in recognition of the performance of duties beyond those required by his/her old title) from one class of title to another having a higher salary, the employee shall receive a salary in accordance with the appropriate wage schedule based solely on the grade of the new title and the employee's date of hire.

Employees undergoing on the job training will not be considered as performing work in a higher paid classification or being promoted. Such on the job training will not exceed twelve (12) consecutive weeks. Any employee undergoing on the job training will be paid at the rate of pay of his own classification.

The Township agrees that any employee hired with the Title of Clerk will be promoted to Clerk Typist, upon successful completion of a typing test, on their 1st year anniversary. The Township agrees that any employee hired with the title of Clerk Typist will be promoted to Sr. Clerk Typist on their 1st anniversary.

### **ARTICLE 32. LAY OFF OR DISCHARGE**

If an employee is laid-off, he is to be paid for any earned, accumulated vacation time pro-rated for the current year in addition to the following schedule:

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) or more years of service - Four (4) weeks severance pay.

If an employee is discharged for cause, the Township shall determine whether or not he shall be paid for any earned, accumulated vacation time depending upon the circumstances of his dismissal.

### **ARTICLE 33. SAFETY AND HEALTH**

The Township shall, at all times, maintain safe and healthful working conditions and will provide employees with any wearing apparel, tools, or devices reasonably necessary in order to insure their safety and health.

In the case of an emergency affecting employees covered by this Agreement, as declared by the local Police Authorities, it shall be the Township's duty to notify all Department Heads, as soon as possible with respect to an appropriate course of action.

#### **ARTICLE 34. TERMINATION**

This Agreement shall be effective as of the 1st day of January 2011 and shall remain in full force and effect until the 31st day of December 2013. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred fifty (150) days prior to the anniversary date that it desires to modify the Agreement. In the event such notice is given, negotiations shall begin not later than one hundred twenty (120) days prior to the anniversary date. This Agreement shall remain in force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

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

Any changes, modifications, or amendments of any one part of this contract shall not cause a change, modification or amendment in any other part unless expressly so stated, and this Agreement shall continue in full force and effect. This writing contains the entire Agreement between the parties and shall not be changed, enlarged, diminished, or modified in any way without express written approval of both parties.

Upon proper notice as stated in Article 32, Section 1, the parties to this Agreement will enter into negotiations for the purpose of changing or modifying this Agreement. In the event that an impasse is reached during those negotiations, either party shall have the right to submit the dispute to mediation. The dispute shall be submitted to mediation pursuant to the rules and regulations of the Public Employees Relations Commission.



## APPENDIX A – NON-CLERICAL WAGE SCALE

	HOURLY RATES AS OF 1/1/11												
	HIRING YEAR 2011-2010	2009	2008	2007	2006	2005	2004	2003	2002	2001	2000 & BEFORE		
Building Subcode Official HHS License	\$34.18	\$35.38	\$36.58	\$35.38	\$36.06	\$36.06	\$36.06	\$36.06	\$36.74	\$36.74	\$36.74	\$36.74	
Plumbing Subcode Official HHS License	\$34.18	\$35.38	\$36.58	\$35.38	\$36.06	\$36.06	\$36.06	\$36.06	\$36.74	\$36.74	\$36.74	\$36.74	
Fire Subcode Official HHS License	\$34.18	\$35.38	\$36.58	\$35.38	\$36.06	\$36.06	\$36.06	\$36.06	\$36.74	\$36.74	\$36.74	\$36.74	
Electrical Subcode Official HHS License	\$34.18	\$35.38	\$36.58	\$35.38	\$36.06	\$36.06	\$36.06	\$36.06	\$36.74	\$36.74	\$36.74	\$36.74	
Senior Building Inspector ICS License	\$29.28	\$30.30	\$30.30	\$30.89	\$30.89	\$30.89	\$30.89	\$30.89	\$31.47	\$31.47	\$31.47	\$31.47	
Building Inspector ICS License	\$28.89	\$29.90	\$29.90	\$29.90	\$30.48	\$30.48	\$30.48	\$30.48	\$31.06	\$31.06	\$31.06	\$31.06	
Plumbing Inspector ICS License	\$28.89	\$29.90	\$29.90	\$29.90	\$30.48	\$30.48	\$30.48	\$30.48	\$31.06	\$31.06	\$31.06	\$31.06	
Electrical Inspector ICS License	\$28.89	\$29.90	\$29.90	\$29.90	\$30.48	\$30.48	\$30.48	\$30.48	\$31.06	\$31.06	\$31.06	\$31.06	
Code Enforcement Officer	\$21.21	\$21.95	\$21.95	\$21.95	\$22.38	\$22.38	\$22.38	\$22.38	\$22.80	\$22.80	\$22.80	\$22.80	
Zoning Officer	\$21.21	\$21.95	\$21.95	\$21.95	\$22.38	\$22.38	\$22.38	\$22.38	\$22.80	\$22.80	\$22.80	\$22.80	
Housing Inspector	\$21.21	\$21.95	\$21.95	\$21.95	\$22.38	\$22.38	\$22.38	\$22.38	\$22.80	\$22.80	\$22.80	\$22.80	
Omnibus Operator	\$15.18	\$15.71	\$15.71	\$15.71	\$16.01	\$16.01	\$16.01	\$16.01	\$16.51	\$16.51	\$16.51	\$16.51	

  

	HOURLY RATES AS OF 1/1/12												
	HIRING YEAR 2012-2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	2001	2000 & BEFORE	
Building Subcode Official HHS License	\$34.86	\$36.08	\$36.08	\$36.08	\$38.07	\$38.07	\$38.07	\$38.07	\$37.48	\$37.48	\$37.48	\$37.48	
Plumbing Subcode Official HHS License	\$34.86	\$36.08	\$36.08	\$36.08	\$38.07	\$38.07	\$38.07	\$38.07	\$37.48	\$37.48	\$37.48	\$37.48	
Fire Subcode Official HHS License	\$34.86	\$36.08	\$36.08	\$36.08	\$38.07	\$38.07	\$38.07	\$38.07	\$37.48	\$37.48	\$37.48	\$37.48	
Electrical Subcode Official HHS License	\$34.86	\$36.08	\$36.08	\$36.08	\$38.07	\$38.07	\$38.07	\$38.07	\$37.48	\$37.48	\$37.48	\$37.48	
Senior Building Inspector ICS License	\$29.86	\$30.91	\$30.91	\$30.91	\$32.61	\$32.61	\$32.61	\$32.61	\$32.10	\$32.10	\$32.10	\$32.10	
Building Inspector ICS License	\$29.47	\$30.50	\$30.50	\$30.50	\$32.18	\$32.18	\$32.18	\$32.18	\$31.68	\$31.68	\$31.68	\$31.68	
Plumbing Inspector ICS License	\$29.47	\$30.50	\$30.50	\$30.50	\$32.18	\$32.18	\$32.18	\$32.18	\$31.68	\$31.68	\$31.68	\$31.68	
Electrical Inspector ICS License	\$29.47	\$30.50	\$30.50	\$30.50	\$32.18	\$32.18	\$32.18	\$32.18	\$31.68	\$31.68	\$31.68	\$31.68	
Code Enforcement Officer	\$21.63	\$22.39	\$22.39	\$22.39	\$23.62	\$23.62	\$23.62	\$23.62	\$23.26	\$23.26	\$23.26	\$23.26	
Zoning Officer	\$21.63	\$22.39	\$22.39	\$22.39	\$23.62	\$23.62	\$23.62	\$23.62	\$23.26	\$23.26	\$23.26	\$23.26	
Housing Inspector	\$21.63	\$22.39	\$22.39	\$22.39	\$23.62	\$23.62	\$23.62	\$23.62	\$23.26	\$23.26	\$23.26	\$23.26	
Omnibus Operator	\$15.48	\$16.02	\$16.02	\$16.02	\$16.90	\$16.90	\$16.90	\$16.90	\$16.64	\$16.64	\$16.64	\$16.64	

  

	HOURLY RATES AS OF 1/1/13												
	HIRING YEAR 2012-2013	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	2001	2000 & BEFORE
Building Subcode Official HHS License	\$35.47	\$36.71	\$36.71	\$36.71	\$38.73	\$38.73	\$38.73	\$38.73	\$38.13	\$38.13	\$38.13	\$38.13	
Plumbing Subcode Official HHS License	\$35.47	\$36.71	\$36.71	\$36.71	\$38.73	\$38.73	\$38.73	\$38.73	\$38.13	\$38.13	\$38.13	\$38.13	
Fire Subcode Official HHS License	\$35.47	\$36.71	\$36.71	\$36.71	\$38.73	\$38.73	\$38.73	\$38.73	\$38.13	\$38.13	\$38.13	\$38.13	
Electrical Subcode Official HHS License	\$35.47	\$36.71	\$36.71	\$36.71	\$38.73	\$38.73	\$38.73	\$38.73	\$38.13	\$38.13	\$38.13	\$38.13	
Senior Building Inspector ICS License	\$30.38	\$31.45	\$31.45	\$31.45	\$33.18	\$33.18	\$33.18	\$33.18	\$32.66	\$32.66	\$32.66	\$32.66	
Building Inspector ICS License	\$29.98	\$31.03	\$31.03	\$31.03	\$32.74	\$32.74	\$32.74	\$32.74	\$32.23	\$32.23	\$32.23	\$32.23	
Plumbing Inspector ICS License	\$29.98	\$31.03	\$31.03	\$31.03	\$32.74	\$32.74	\$32.74	\$32.74	\$32.23	\$32.23	\$32.23	\$32.23	
Electrical Inspector ICS License	\$29.98	\$31.03	\$31.03	\$31.03	\$32.74	\$32.74	\$32.74	\$32.74	\$32.23	\$32.23	\$32.23	\$32.23	
Code Enforcement Officer	\$22.01	\$22.78	\$22.78	\$22.78	\$24.04	\$24.04	\$24.04	\$24.04	\$23.66	\$23.66	\$23.66	\$23.66	
Zoning Officer	\$22.01	\$22.78	\$22.78	\$22.78	\$24.04	\$24.04	\$24.04	\$24.04	\$23.66	\$23.66	\$23.66	\$23.66	
Housing Inspector	\$22.01	\$22.78	\$22.78	\$22.78	\$24.04	\$24.04	\$24.04	\$24.04	\$23.66	\$23.66	\$23.66	\$23.66	
Omnibus Operator	\$15.75	\$16.30	\$16.30	\$16.30	\$17.20	\$17.20	\$17.20	\$17.20	\$16.93	\$16.93	\$16.93	\$16.93	

**APPENDIX B-1 – CLERICAL TITLES AND GRADES (ALPHABETICALLY BY TITLE)**

TITLE	GRADE LEVEL
ACCOUNT CLERK	2
ACCOUNT CLERK TYPIST	3
ADMINISTRATIVE CLERK	7
ADMINISTRATIVE SECRETARY	7
AIDE TO MAYOR	7
ASSESSING CLERK	1
ASSESSING CLERK, TYPIST	2
ASSISTANT ASSESSOR	7
ASSISTANT MUNICIPAL CLERK	7
ASSISTANT MUNICIPAL TAX COLLECTOR	7
CASHIER	2
CASHIER TYPING	3
CLERK	1
CLERK BOOKKEEPER	2
CLERK STENOGRAPHER	3
CLERK TYPIST	2
COMMUNITY RELATIONS AIDE	1
COMPUTER OPERATOR	6
DATA CONTROL CLERK	3
DEPUTY MUNICIPAL COURT CLERK	7
DEPUTY VIOLATION CLERK	6
DOCKET CLERK	2
DOCKET CLERK TYPIST	3

LEGAL STENOGRAPHER	6
MUNICIPAL COURT CLERK	8
PAYROLL SUPERVISOR & PERSONNEL CLERK	7
POLICE RECORDS CLERK	1
POLICE RECORDS CLERK, TYPIST	2
PRINCIPAL ACCOUNT CLERK	5
PRINCIPAL ASSESSING CLERK	5
PRINCIPAL CLERK TRANSCRIBER	6
PRINCIPAL CLERK TYPIST	5
PRINCIPAL TAX CLERK	6
RECREATION AIDE	1
RECREATION ATTENDANT	1
RECREATION LEADER	3
SECRETARY ASSISTANT, TYPING	6
SENIOR ACCOUNT CLERK	3
SENIOR ACCOUNT CLERK, TYPING	4
SENIOR ASSESSING CLERK	2
SENIOR ASSESSING CLERK, TYPING	3
SENIOR CLERK	2
SENIOR CLERK BOOKKEEPER	3
SENIOR CLERK STENOGRAPHER	4
SENIOR CLERK TYPIST	3

SENIOR COMMUNITY RELATIONS AIDE	2
SENIOR COMPUTER OPERATOR	7
SENIOR COURT CLERK	4
SENIOR DATA CONTROL CLERK	4
SENIOR DOCKET CLERK	3
SENIOR DOCKET CLERK, TYPING	4
SENIOR PERMIT CLERK	4
SENIOR POLICE RECORDS CLERK	2
SENIOR POLICE RECORDS CLERK, TYP.	3
SENIOR TAX CLERK	2
SENIOR TELEPHONE OPERATOR	2
SENIOR WELFARE INTERVIEWER	2
SUPERVISING COMPUTER OPERATOR	8
TAX CLERK	1
TEACHERS AIDE	3
TECHNICAL ASSISTANT TO THE CONSTRUCTION OFFICIAL	6
TELEPHONE OPERATOR	1
VIOLATION CLERK	7
WELFARE INTERVIEWER	1

**APPENDIX B-2 – CLERICAL TITLES AND GRADES (NUMERICALLY BY GRADE)**

TITLE	GRADE LEVEL
ASSESSING CLERK	1
CLERK	1
COMMUNITY RELATIONS AIDE	1
POLICE RECORDS CLERK	1
RECREATION AIDE	1
RECREATION ATTENDANT	1
TAX CLERK	1
TELEPHONE OPERATOR	1
WELFARE INTERVIEWER	1
ACCOUNT CLERK	2
ASSESSING CLERK, TYPIST	2
CASHIER	2
CLERK BOOKKEEPER	2
CLERK TYPIST	2
DOCKET CLERK	2
POLICE RECORDS CLERK, TYPIST	2
SENIOR ASSESSING CLERK	2
SENIOR CLERK	2
SENIOR COMMUNITY RELATIONS AIDE	2
SENIOR POLICE RECORDS CLERK	2
SENIOR TAX CLERK	2
SENIOR TELEPHONE OPERATOR	2
SENIOR WELFARE INTERVIEWER	2
ACCOUNT CLERK TYPIST	3
CASHIER TYPING	3
CLERK STENOGRAPHER	3
DATA CONTROL CLERK	3

DOCKET CLERK TYPIST	3
RECREATION LEADER	3
SENIOR ACCOUNT CLERK	3
SENIOR ASSESSING CLERK, TYPING	3
SENIOR CLERK BOOKKEEPER	3
SENIOR CLERK TYPIST	3
SENIOR DOCKET CLERK	3
SENIOR POLICE RECORDS CLERK, TYP.	3
TEACHERS AIDE	3
SENIOR ACCOUNT CLERK, TYPING	4
SENIOR CLERK STENOGRAPHER	4
SENIOR DATA CONTROL CLERK	4
SENIOR DOCKET CLERK, TYPING	4
SENIOR PERMIT CLERK	4
PRINCIPAL ACCOUNT CLERK	5
PRINCIPAL ASSESSING CLERK	5
PRINCIPAL CLERK TYPIST	5
COMPUTER OPERATOR	6
DEPUTY VIOLATION CLERK	6
LEGAL STENOGRAPHER	6
PRINCIPAL CLERK TRANSCRIBER	6
PRINCIPAL TAX CLERK	6
SECRETARY	6

ASSISTANT, TYPING	
TECHNICAL ASSISTANT TO THE CONSTRUCTION OFFICIAL	6
ADMINISTRATIVE SECRETARY	7
AIDE TO MAYOR	7
ASSISTANT ASSESSOR	7
ASSISTANT MUNICIPAL CLERK	7
ASSISTANT MUNICIPAL TAX CLERK	7
DEPUTY MUNICIPAL COURT CLERK	7
PAYROLL SUPERVISOR & PERSONNEL CLERK	7
SENIOR COMPUTER OPERATOR	7
VIOLATION CLERK	7
MUNICIPAL COURT CLERK	8
SUPERVISING COMPUTER OPERATOR	8

**APPENDIX C – CLERICAL WAGE SCHEDULE  
FIRST ANNIVERSARY RATES  
HOURLY RATES AS OF 1/1/11**

		HIRING YEAR								
		2010	2009	2008	2007	2006	2005	2004	2003	2002
GRADE	1	\$14.47	\$14.47	\$14.47	\$14.47	\$14.75	\$14.75	\$15.02	\$15.02	\$15.57
	2	\$14.73	\$14.73	\$14.73	\$14.73	\$15.02	\$15.02	\$15.28	\$15.28	\$15.85
	3	\$14.99	\$14.99	\$14.99	\$14.99	\$15.28	\$15.28	\$15.55	\$15.55	\$16.12
	4	\$16.04	\$16.04	\$16.04	\$16.04	\$16.35	\$16.35	\$16.61	\$16.61	\$17.20
	5	\$16.30	\$16.30	\$16.30	\$16.30	\$16.61	\$16.61	\$16.88	\$16.88	\$17.47
	6	\$16.56	\$16.56	\$16.56	\$16.56	\$16.88	\$16.88	\$17.14	\$17.14	\$17.74
	7	\$18.12	\$18.12	\$18.12	\$18.12	\$18.47	\$18.47	\$18.74	\$18.74	\$19.37
	8	\$18.38	\$18.38	\$18.38	\$18.38	\$18.74	\$18.74	\$19.00	\$19.00	\$19.64

		HIRING YEAR							
		2001	2000	1999	1998	1997	1996	1995	1994
GRADE	1	\$15.57	\$15.85	\$15.85	\$16.12	\$16.42	\$16.69	\$16.69	\$16.97
	2	\$15.85	\$16.12	\$16.12	\$16.39	\$16.69	\$16.97	\$16.97	\$17.24
	3	\$16.12	\$16.39	\$16.39	\$16.66	\$16.97	\$17.24	\$17.24	\$17.52
	4	\$17.20	\$17.47	\$17.47	\$17.74	\$18.07	\$18.35	\$18.35	\$18.62
	5	\$17.47	\$17.74	\$17.74	\$18.01	\$18.35	\$18.62	\$18.62	\$18.90
	6	\$17.74	\$18.01	\$18.01	\$18.28	\$18.62	\$18.90	\$18.90	\$19.17
	7	\$19.37	\$19.64	\$19.64	\$19.91	\$20.28	\$20.55	\$20.55	\$20.83
	8	\$19.64	\$19.91	\$19.91	\$20.18	\$20.55	\$20.83	\$20.83	\$21.10

		HIRING YEAR								
		1993	1992	1991	1990	1989	1988	1987	1986	1985
GRADE	1	\$16.97	\$17.56	\$17.56	\$17.84	\$17.84	\$18.12	\$18.12	\$18.40	\$18.40
	2	\$17.24	\$17.84	\$17.84	\$18.12	\$18.12	\$18.40	\$18.40	\$18.68	\$18.68
	3	\$17.52	\$18.12	\$18.12	\$18.40	\$18.40	\$18.68	\$18.68	\$18.96	\$18.96
	4	\$18.62	\$19.24	\$19.24	\$19.52	\$19.52	\$19.80	\$19.80	\$20.09	\$20.09
	5	\$18.90	\$19.52	\$19.52	\$19.80	\$19.80	\$20.09	\$20.09	\$20.37	\$20.37
	6	\$19.17	\$19.80	\$19.80	\$20.09	\$20.09	\$20.37	\$20.37	\$20.65	\$20.65
	7	\$20.83	\$21.49	\$21.49	\$21.77	\$21.77	\$22.05	\$22.05	\$22.33	\$22.33
	8	\$21.10	\$21.77	\$21.77	\$22.05	\$22.05	\$22.33	\$22.33	\$22.61	\$22.61

**HOURLY RATES AS OF 1/1/12**

		HIRING YEAR								
		2011	2010	2009	2008	2007	2006	2005	2004	2003
GRADE	1	\$14.76	\$14.76	\$14.76	\$14.76	\$15.05	\$15.05	\$15.05	\$15.32	\$15.61
	2	\$15.03	\$15.03	\$15.03	\$15.03	\$15.32	\$15.32	\$15.32	\$15.59	\$15.89
	3	\$15.29	\$15.29	\$15.29	\$15.29	\$15.59	\$15.59	\$15.59	\$15.86	\$16.16
	4	\$16.36	\$16.36	\$16.36	\$16.36	\$16.67	\$16.67	\$16.67	\$16.95	\$17.27
	5	\$16.62	\$16.62	\$16.62	\$16.62	\$16.95	\$16.95	\$16.95	\$17.22	\$17.54
	6	\$16.89	\$16.89	\$16.89	\$16.89	\$17.22	\$17.22	\$17.22	\$17.49	\$17.82
	7	\$18.49	\$18.49	\$18.49	\$18.49	\$18.84	\$18.84	\$18.84	\$19.11	\$19.48
	8	\$18.75	\$18.75	\$18.75	\$18.75	\$19.11	\$19.11	\$19.11	\$19.38	\$19.75

		HIRING YEAR								
		2002	2001	2000	1999	1998	1997	1996	1995	1994
GRADE	1	\$15.89	\$15.89	\$16.16	\$16.16	\$16.74	\$16.74	\$17.03	\$17.03	\$17.31
	2	\$16.16	\$16.16	\$16.44	\$16.44	\$17.03	\$17.03	\$17.31	\$17.31	\$17.59
	3	\$16.44	\$16.44	\$16.71	\$16.71	\$17.31	\$17.31	\$17.59	\$17.59	\$17.87
	4	\$17.54	\$17.54	\$17.82	\$17.82	\$18.43	\$18.43	\$18.71	\$18.71	\$18.99
	5	\$17.82	\$17.82	\$18.10	\$18.10	\$18.71	\$18.71	\$18.99	\$18.99	\$19.28
	6	\$18.10	\$18.10	\$18.37	\$18.37	\$18.99	\$18.99	\$19.28	\$19.28	\$19.56
	7	\$19.75	\$19.75	\$20.03	\$20.03	\$20.68	\$20.68	\$20.96	\$20.96	\$21.25
	8	\$20.03	\$20.03	\$20.30	\$20.30	\$20.96	\$20.96	\$21.25	\$21.25	\$21.53

		HIRING YEAR								
		1993	1992	1991	1990	1989	1988	1987	1986	1985
GRADE	1	\$17.62	\$17.91	\$17.91	\$18.20	\$18.20	\$18.48	\$18.48	\$18.77	\$18.77
	2	\$17.91	\$18.20	\$18.20	\$18.48	\$18.48	\$18.77	\$18.77	\$19.06	\$19.06
	3	\$18.20	\$18.48	\$18.48	\$18.77	\$18.77	\$19.06	\$19.06	\$19.34	\$19.34
	4	\$19.34	\$19.63	\$19.63	\$19.91	\$19.91	\$20.20	\$20.20	\$20.49	\$20.49
	5	\$19.63	\$19.91	\$19.91	\$20.20	\$20.20	\$20.49	\$20.49	\$20.77	\$20.77
	6	\$19.91	\$20.20	\$20.20	\$20.49	\$20.49	\$20.77	\$20.77	\$21.06	\$21.06
	7	\$21.63	\$21.92	\$21.92	\$22.21	\$22.21	\$22.49	\$22.49	\$22.78	\$22.78
	8	\$21.92	\$22.21	\$22.21	\$22.49	\$22.49	\$22.78	\$22.78	\$23.07	\$23.07

**HOURLY RATES AS OF 1/1/13**

GRADE	HIRING YEAR									
	2012	2011	2010	2009	2008	2007	2006	2005	2004	2003
1	\$15.02	\$15.02	\$15.02	\$15.02	\$15.32	\$15.32	\$15.32	\$15.32	\$15.88	\$15.88
2	\$15.29	\$15.29	\$15.29	\$15.29	\$15.60	\$15.60	\$15.60	\$15.60	\$16.16	\$16.16
3	\$15.56	\$15.56	\$15.56	\$15.56	\$15.88	\$15.88	\$15.88	\$15.88	\$16.44	\$16.44
4	\$16.64	\$16.64	\$16.64	\$16.64	\$16.98	\$16.98	\$16.98	\$16.98	\$17.57	\$17.57
5	\$16.92	\$16.92	\$16.92	\$16.92	\$17.26	\$17.26	\$17.26	\$17.26	\$17.85	\$17.85
6	\$17.19	\$17.19	\$17.19	\$17.19	\$17.53	\$17.53	\$17.53	\$17.53	\$18.13	\$18.13
7	\$18.81	\$18.81	\$18.81	\$18.81	\$19.19	\$19.19	\$19.19	\$19.19	\$19.82	\$19.82
8	\$19.08	\$19.08	\$19.08	\$19.08	\$19.46	\$19.46	\$19.46	\$19.46	\$20.10	\$20.10

GRADE	HIRING YEAR									
	2002	2001	2000	1999	1998	1997	1996	1995	1994	
1	\$16.16	\$16.16	\$16.44	\$16.75	\$17.04	\$17.04	\$17.32	\$17.32	\$17.93	
2	\$16.44	\$16.44	\$16.73	\$17.04	\$17.32	\$17.32	\$17.61	\$17.61	\$18.22	
3	\$16.73	\$16.73	\$17.01	\$17.32	\$17.61	\$17.61	\$17.90	\$17.90	\$18.51	
4	\$17.85	\$17.85	\$18.13	\$18.47	\$18.75	\$18.75	\$19.04	\$19.04	\$19.68	
5	\$18.13	\$18.13	\$18.41	\$18.75	\$19.04	\$19.04	\$19.33	\$19.33	\$19.97	
6	\$18.41	\$18.41	\$18.69	\$19.04	\$19.33	\$19.33	\$19.61	\$19.61	\$20.26	
7	\$20.10	\$20.10	\$20.38	\$20.76	\$21.04	\$21.04	\$21.33	\$21.33	\$22.01	
8	\$20.38	\$20.38	\$20.66	\$21.04	\$21.33	\$21.33	\$21.62	\$21.62	\$22.30	

GRADE	HIRING YEAR									
	1993	1992	1991	1990	1989	1988	1987	1986	1985	
1	\$17.93	\$18.22	\$18.22	\$18.51	\$18.51	\$18.81	\$18.81	\$19.10	\$19.10	
2	\$18.22	\$18.51	\$18.51	\$18.81	\$18.81	\$19.10	\$19.10	\$19.39	\$19.39	
3	\$18.51	\$18.81	\$18.81	\$19.10	\$19.10	\$19.39	\$19.39	\$19.68	\$19.68	
4	\$19.68	\$19.97	\$19.97	\$20.26	\$20.26	\$20.55	\$20.55	\$20.85	\$20.85	
5	\$19.97	\$20.26	\$20.26	\$20.55	\$20.55	\$20.85	\$20.85	\$21.14	\$21.14	
6	\$20.26	\$20.55	\$20.55	\$20.85	\$20.85	\$21.14	\$21.14	\$21.43	\$21.43	
7	\$22.01	\$22.30	\$22.30	\$22.59	\$22.59	\$22.89	\$22.89	\$23.18	\$23.18	
8	\$22.30	\$22.59	\$22.59	\$22.89	\$22.89	\$23.18	\$23.18	\$23.47	\$23.47	

## HIRING RATE AND SIXTH MONTH RATES

		HIRING RATE		
		2011	2012	2013
GRADE	1	\$12.92	\$13.17	\$13.41
	2	\$13.36	\$13.63	\$13.87
	3	\$13.79	\$14.07	\$14.31
	4	\$14.70	\$14.99	\$15.26
	5	\$15.12	\$15.43	\$15.69
	6	\$15.58	\$15.89	\$16.17
	7	\$16.02	\$16.34	\$16.63
	8	\$16.47	\$16.80	\$17.10

		SIXTH MONTH RATE		
		2011	2012	2013
GRADE	1	\$13.36	\$13.63	\$13.87
	2	\$13.78	\$14.06	\$14.30
	3	\$14.24	\$14.52	\$14.77
	4	\$15.12	\$15.43	\$15.69
	5	\$15.56	\$15.87	\$16.14
	6	\$16.01	\$16.33	\$16.62
	7	\$16.46	\$16.79	\$17.09
	8	\$16.92	\$17.25	\$17.56

## **APPENDIX D - FLEXIBLE PLAN MENU**

### **TOWNSHIP OF GLOUCESTER COUNCIL "10" (WHITE COLLAR) HEALTH BENEFIT PACKAGE**

Effective 1/1/07 the Township will provide an option to all employees covered under their Collective Bargaining Agreement for the year 2007 through 2010 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 07/10 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 Council 10 (White Collar and Supervisors) 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  
COUNCIL #10 (Administrative Staff Unit)  
HEALTH BENEFIT PACKAGE OPTION SELECTION 2011

I, \_\_\_\_\_, have reviewed the Flexible Health Benefits Plan  
(Name of Employee-Please Print)  
provided to Council 10 employees of the Township of Gloucester. I understand all elements of the plan and have selected the checked item(s) as my Health Benefits Package for 2011.

<u>ITEM SELECTED</u>	<u>VALUE PER YEAR</u>	
<b>PLAN "A"</b>		
The traditional I.D.A. Municipal Self-Funded Health Benefits Plan including Major Medical or qualifying Health Maintenance Plan previously selected by me.	\$4,500.00	_____
<b>PLAN "B" ITEMS</b>		
<b>A. NON TAXABLE</b>		
1. Medical Insurance- I.D.A. Municipal Self-Funded Health Benefits Plan including Major Medical or Health Maintenance Program approved by State.	\$3,700.00 *	_____
2. Township of Gloucester Family Eyeglass Plan and/or Prescription Plan	Min. \$300.00 Max. \$600.00	_____ _____
3. Township of Gloucester Dental Plan	\$200.00	_____
4. Extended Family Dental Plan	Min. \$1,200.00 Max. \$3,000.00	_____ _____
5. Day Care Cost	Min. \$1,500.00 Max. \$3,000.00	_____ _____
6. Employee Legal Aid Plan	Min. \$250.00 Max. \$500.00	_____ _____
7. Employee Disability Insurance Premium	Min. \$150.00 Max. \$500.00	_____ _____
8. Family Health Aids Equipment & Supplies, when prescribed by a licensed physician such as:		
A. Abdominal Supports		
B. Air Conditioner where necessary relief from an allergy or relieving difficulty in breathing	Min. \$1,500.00 Max. \$3,000.00	_____ _____
C. Arch Supports		
D. Back Supports		
E. Elastic Hosiery		
F. Hearing Aids		
G. Heating Devices (Medical)		
H. Invalid Chair		

- I. Orthopedic Shoes
- J. Special Mattress and Plywood bed board for relief of arthritis of spine
- K. Other Similar Items

9. Patent Medicines including vitamins Excluding tonics, etc., food supplements, cosmetics	Min. \$100.00 _____ Max. \$700.00 _____
10 Tuition Payments for employees (only) schooling at an accredited college, trade or vocational school	Min. \$1,000.00 _____ Max. \$4,500.00 _____
11. Cash	Min. \$500.00 _____ Max. \$1,200.00 _____
12. Life Insurance Policy – Provided by Township Approved Plan	Min. \$100.00 _____ Max. \$1000.00 _____

**B. TAXABLE ITEMS**

1. Domestic Help – recommended by a doctor because of employees’ or spouse’s illness. Medical Doctor’s recommendations must be submitted prior to disbursement of payment.	Min. \$100.00 _____ Max. \$1,000.00 _____
2. Township of Gloucester Employee’s Copeland Deferred Compensation Plan	Min. \$1,000.00 _____ Max. \$4,500.00 _____

TOTAL VALUE SELECTED \$ \_\_\_\_\_

**C. TAXABLE CASH PAYOUT**

Eligible employees may select to receive a maximum cash payment of \$4,500 to be paid biweekly. If this option is selected no other selection can be chosen (Max Flex Benefit is \$4,500.00).

TOTAL VALUE SELECTED \$ \_\_\_\_\_

I understand that the foregoing selection(s) is for the calendar year 2011 effective 1/1/11. In the case of selecting other than Plan "A" or Item 1 of Plan "B", 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.

DATE: \_\_\_\_\_

EMPLOYEE’S SIGNATURE:  
\_\_\_\_\_

I have seen evidence that the above employee, who selected other than Plan "A" or Item 1 Plan "B", is covered by an employer funded an equal similar Plan offered by the Township.

DATE: \_\_\_\_\_

EMPLOYER’S SIGNATURE:  
\_\_\_\_\_