AGREEMENT

between

THE TOWNSHIP OF PENNSAUKEN

and

LOCAL 2278, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, N.J. COUNCIL NO. 63

January 1, 2024 through December 31, 2027

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EMERGENCY MEDICAL TECHNICIANS SUPERVISORS SALARY PAY SCALE

PREAMBLE

THIS AGREEMENT entered into by the TOWNSHIP OF PENNSAUKEN, hereinafter referred to as the "Township" and LOCAL 2278 AFFLIATED WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO AFSCME N.J. Council 63, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Township and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment, and represents the complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE I

RECOGNITION

A. The Township recognizes the Union as the bargaining agent for the, purpose of establishing salaries, wages, hours and other conditions of employment and classifications listed in Schedule A and any others as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating, the rights of employees as established under N.J.S.A. 34:13A-1 et seq.

ARTICLE II

MANAGEMENT RIGHTS

- A. The Township of Pennsauken hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and the United States.
- B. In the exercise of the foregoing powers, rights, authority, duties- and responsibilities of the Township, the adoption of policies, rules, regulations, Code of Conduct and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A: 1-1 et seq. or any other national, state, county or local laws or regulations.

ARTICLE III

EQUAL TREATMENT

- A. The Township and the Union agree that there shall be no discrimination or favoritism against any employee because of race, creed, color, religion, sex, age, marital status, national origin or political affiliation.
- B. The Township and the Union agree that all employees 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 employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE IV

STRIKES AND LOCKOUTS

- A. In addition to any other restrictions under the law, the Union will not cause a strike or work stoppage of any kind, nor will any employee take part in a strike, intentionally slow down in the rate of work, or in any manner cause interference with or stoppage of the Township's work provided the Township follows the Grievance Procedure for which provision is made herein, and the Township shall not cause a lockout.
- B. If either of the parties or if any person violates this Section, then such parties or person shall be held responsible for any damages resulting as a consequence of such violation, and such damages may be recovered by appropriate action instituted in the Township of Pennsauken or in the Superior Court, Law Division.
 - C. The Township agrees that it, will not engage in a lockout of its employees.

ARTICLE V

GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.
- C. 1. The term "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.
- 2. No grievance may proceed beyond Step Three herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Three herein.
- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The aggrieved or the Union Shop Steward shall institute action under the provisions hereof within ten (10) working days after the event has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter formally. Failure to act with said ten (10) days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement is reached orally within five (5) working days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance in writing within five (5) working days thereafter to the Superintendent or Department Head. The Superintendent or Department Head shall answer the grievance in writing within five (5) working days of receipt of the written grievance.

Step Three: If the Union wishes to appeal the decision of the Superintendent or Department Head, such appeal shall be presented in writing to the Township Administrator within ten (10) working days thereafter. The Township Administrator shall respond, in writing, to the grievance within ten (10) working days of the submission.

Step Four: If the grievance is not settled through Steps One, Two and Three, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the Township and the Union. Any other expenses, including, but not limited to, the presentation of witnesses shall be paid by the parties incurring same.

- E. 1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
- 2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and the laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.
 - 3. The arbitrator's decision shall be in writing, with reasons.
- 4. The Union and the Township shall be limited to placing one (1) issue before an arbitrator at any one time. Arbitrators shall be prohibited from hearing more than one grievance except by mutual consent of the parties.
- F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing in writing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

- G. Upon prior notice to and authorization of the Department Head, the designated Union representatives shall be permitted to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township of Pennsauken or require the recall of off-duty employees.
- H. In the event the aggrieved elects to pursue remedies available through Department of Personnel, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Township Administrator. In the event the grievant pursues his remedies through Department of Personnel, the arbitration hearing, if any, shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Union.
- I. The Township and the Union further agree to give reasonable consideration to requests of either party for meetings to discuss grievances pending at any step of the grievance procedure.

ARTICLE VI

DUES DEDUCTION AND AGENCY SHOP

- A. The Township agrees to deduct the monthly Union membership dues from the pay of those employees who individually request in writing that such deductions be made. The Township further agrees to make said deductions from, the first four (4) pays of each month in equal amounts for year 2024. Effective January 1, 2026, the Township agrees to make said deductions from the two (2) pays of each month in equal amounts. The amount to be deducted shall be certified to the Township by the Treasurer of the Union, and the aggregate deductions from all employees shall be remitted to the Treasurer of the Union, together with a list of the names of all employees for whom the deductions were made, by the tenth working day of the succeeding month after such deductions were made.
- B. Within 10 calendar days from the date of hire Union employees, the Township shall provide the following contact information to the Treasurer of the Union in an Excel file format or other format agreed to by the Union Treasurer: name, job title, worksite location, home address, work telephone number, and any home and personal cellular telephone numbers on file with the Township.
- C. Every 120 calendar days beginning on January 1, the Township shall provide the following contact information to the Treasurer of the Union in an Excel file format or other format agreed to by the Union Treasurer: name, job title, worksite

location, home address, work telephone number, and any home and personal cellular telephone numbers on file with the Township.

- D. Employees who have authorized payroll deduction of dues may revoke such authorization by providing written notice to the Township during the 10 days following each anniversary date of their employment. The effective date of a termination of dues deduction shall be effective on the 30th day after the anniversary date of employment. Within five days of receipt of notice from an employee of revocation of authorization for the payroll deduction of fees, the Township shall provide notice to the Union.
- E. The Union shall indemnify and hold the Township harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Township in conformance with this Article. The Union shall intervene in and defend any administrative or court litigation concerning this provision and the Township shall cooperate with the Union in defending this provision.
- F. Part time and per diem employees who request in writing to join the Union, will pay dues to the Union as prescribed by the Union.

ARTICLE VII

WORK SCHEDULES

- A. The Regular Work Schedule (Excluding EMS)
 - 1. The regularly scheduled work week shall consist of five (5) consecutive work days for all employees.
 - 2. The regular work schedule for all employees shall be Monday through Friday, seven and half (7.5) hours each day. The regular starting time for all work shifts shall be as follows:
 - a. Public Works: hours will be from 7am- 2:30pm with a twenty(20) minute break after four (4) hours with no time off for lunch.
 - b. Municipal Building Employees: hours will be from 8:30am-4:30pm with a thirty (30) minute lunch break to clock out and clock back in for.
 - c. Municipal Court/Police Staff Employees: hours will be from 8am-4pm with a thirty (30) minute lunch break to clock out and clock back in for..
 - 3. The parties recognize that it is the Township's right to transfer and/or reassign its employees. However, the parties agree that there shall be no transfer or reassignment made arbitrarily or capriciously for the purpose of discriminating against any employee.

B. Municipal Court Employees

Employees working in the Municipal Court in Classifications covered under this contract, may be assigned to work a shift of 4:00 p.m. to 12:00 a.m., which shall be treated as the regular work shift subject only to the shift differential pay as described in Article X hereafter. It shall be within the discretion of the Municipal Court Administrator and/or the Township Administrator to determine the number of employees necessary to work the second shift to insure the proper operation of the Court and to make assignments to that shift.

C. <u>Emergency Medical Services</u>

Employees working in classifications covered under this contract in the Department of Emergency Medical Services employees (EMT or EMS) will be assigned shifts and hours of work by the Fire Chief or their designee. All full-time EMT's will work a thirty-six (36) hour work week followed by forty-eight (48) hour work week. During the week that an EMT is scheduled for a thirty-six (36) hour work week, everything after thirty-six (36) hours will be at time and one half. During the week that an EMT works a forty-eight (48) work week, everything after forty-eight (48) hours will be at time and one-half. Overtime will be calculated based on actual time worked which includes vacation and personal time. Sick time will be paid at straight time.

Part time employees will be defined as any employee working two (2) twelve (12) hour SCHEDULED shifts a week. These shifts will be assigned by the Fire Chief or their designee.

Per diem employees will be defined as any employee who does not have scheduled shifts. They must submit as least sixty (60) hours of availability a month and their schedule will be dictated by availability. Each part-time or per diem employee will have to submit availability for one summer holiday and one winter holiday as defined by Pennsauken Fire Department SOG-P Section 424.

No part time or per diem employee will work more than one thousand, five hundred and eight (1,508) hours in a calendar year.

All other benefits afforded to full-time employees of Pennsauken EMS in this contract do not apply to part time or per diem employees.

- All EMS Employees are only permitted to work a maximum of eighteen (18) hours per twenty-four (24) hour period unless under a state of emergency or other extenuating circumstances relating to public safety.
- 2. Where continuous operations are required due to EMS being on a twenty-four (24) hour per day, seven (7) day per week basis, employees assigned to such a schedule will have their work assignments arranged in a manner which will provide, on a rotation basis, an equal share of both Saturdays and Sundays off to all such employees, distributed evenly throughout the year..
- d. At the Supervisor's discretion, wash up time will be given for Public
 Works employees.

ARTICLE VIII

OVERTIME

- A. Overtime shall be paid for all hours worked in excess of an employee's normal work shift.
- B. Excluding EMT's, time and one-half of an employee's regular hourly rate of pay shall be paid for all work performed in excess of thirty-seven and a half (37.5) hours per week. In the event that the municipal building is closed and employees are required to report to work (for example in the event of a snowstorm) said employees will be paid time and one half of their regular hourly rate. Overtime will be calculated based on actual time worked which-includes vacation and personal time. Sick time will be paid at straight time.
- C. In the event of manpower shortage within any classification, overtime shall be offered to personnel within the same classification. A list of employees within the same classification will be maintained by supervisory personnel showing overtime offered by the Township to employees in a given title. If overtime is worked, the employee at the top of the list will go to the bottom. Anyone offered overtime who is excused from such work or declines the opportunity to work will be treated as though overtime were worked and that employee's name shall go to the bottom of the list. Nothing in this Agreement shall impair the right of the Township to require an employee to work overtime or to permit an employee, without reasonable justification, to refuse to work overtime when requested.

- D. Double time will be paid to all public works employees who are called into work on Christmas and the Day after Christmas.
- E. Overtime shall be paid currently, or at least no later than the second pay period after overtime was performed.

ARTICLE IX

CALL-IN TIME

A. If an employee is recalled, he shall receive a guarantee of three (3) hours compensation at the then appropriate rate of pay (time and one half), provided such work is not contiguous with the employee's normal work day. The Department Head or his designee shall have the right to retain the employee for the full three (3) hour period. If the time worked is contiguous with the employee's starting time, the employee recalled shall be guaranteed two (2) hours compensation at the then appropriate rate of pay (time and one-half).

ARTICLE X

RATES OF PAY

- A. The hourly rates for all employees covered by this Agreement will be made a part of an ordinance of the Township of Pennsauken which shall become a part of this contract and attached hereto.
- B. Upon the signing of this Agreement, excluding the EMS employees, the rates of pay in the salary ordinance for AFSCME employees will increase 2.5% effective January 1, 2024; 3.5% effective January 1, 2025; 2% effective January 1, 2026; 2% effective January 1, 2027. The AFSCME hourly rates of pay schedule is attached to this agreement.

EMS employees will follow the EMT schedule below with 13 Steps at 2% cost of living increases effective January 1, 2024, January 1, 2025, January 1, 2026 and January 1, 2027. After one full year at top-step, employee will go off guide.

Wage Guide -EMT - Employees					
202	24-2027				
	2.00%	2.00%	2.00%	2.00%	
	2024	2025	2026	2027	
1					
	44,898	45,796	46,712	47,646	
2	45.043	46.062	47.700	40.755	
-	45,943	46,862	47,799	48,755	
3	47,011	47,951	48,910	49,888	
4					
	48,103	49,065	50,047	51,048	
5					
	49,094	50,075	51,077	52,099	
6					
	51,810	52,846	53,903	54,981	
7	F4 F00		-6 706		
	54,533	55,624	56,736	57,871	

8					
	56,629	57,762	58,917	60,096	
9					
	60,762	61,978	63,217	64,482	
10					
	64,085	65,366	66,674	68,007	
11					
	66,674	68,008	69,368	70,755	
12					
	69,708	71,102	72,524	73,974	
13					
	75,040	76,541	78,072	79,633	
	OFFGUIDE: 2.0% each year				

EMS Captain or Lieutenant employees will follow the below schedule with 2% cost of living increases effective January 1, 2024, January 1, 2025, January 1, 2026 and January 1, 2027.

EMTs Supervisors 2024-2027

	2024	2.0% 2025	2.0% 2026	2.0% 2027
EMS Captain	84,700	86,394	88,122	89,884
EMS Lieutenant	77,000	78,540	80,111	81,713

Effective 1/1/25, anniversary dates will move to either January 1^{st} (1/1-6-30) or July 1^{st} (7/1-12/31) for EMTs.

For example, employee hired March 1, 2025. The employee will complete one full year at Step 1. Then on July 1, 2026, employee will move to Step 2.

C. Any new employee hired before January 1, 2026, excluding EMS, shall be governed by such established pay scales except that during the first two years of such employment, a new employee shall be paid at a phased in rate of 80%, 85%, 90%, 95% following each six month period of service.

Any new employee hired after January 1, 2026, excluding EMS, will be hired at the full rate of pay for the grade level hired.

- D. For Public Works employees only, who are deemed qualified by their supervisor and temporarily assigned work in a higher paid classification than their own shall be paid at the rate applicable to the higher classification for such, after performing said work for one (1) day in any given week, spending at least fifty percent (50%) of his or her time in the higher paid classification. An employee shall be paid at the rate of his or her own classification when performing work in a lower classification.
 - i. Those appointed by Fire Chief or their designee to act as Senior EMT shall receive an additional \$25 per 12-hour shift worked in that capacity or any part thereof.
 - ii. An EMT employee who is appointed Acting Senior EMT, due to a vacation or sick absence of a current Senior EMT will be entitled to an additional \$25 flat rate per 12-hour shift.
- E. A shift differential shall be paid in addition to compensation at the rate established for the classification worked, for any employee whose regular workday shall commence at 4:00 p.m. and conclude at midnight or whose regular workday shall commence at midnight and conclude at 8:00 a.m. For the purpose of clarity, the shift differential is

applicable to employees assigned to the Bureau of Police, Department of Public Safety and personnel assigned to the Records Division of the Bureau of Police and to Court personnel who are assigned to work 4:00 p.m. to 12:00 a.m. in conjunction with the evening court session. The shift differential for all covered employees shall be:

- 1. 4:00 p.m. midnight shift, 3.0% of the regular pay for the classification worked.
- 2. 12:00 a.m. 8 a.m. shift, 3.0% of the regular pay for the classification worked.
- 3. 6:00 p.m. 6:00 a.m., 3.0% of the regular pay for EMT's.
- F. 1. Employees shall receive paychecks once (1) per week on Thursday or on the preceding day if Thursday is a holiday. Effective January 1, 2026, employees shall receive their paycheck on the 15th and the last working day of each month.
- G. In the event that an employee is required to use his or her personal vehicle for the purposes of his or her employment, such use shall first be approved by the employee's immediate supervisor. In the event such use is approved, the employee shall be reimbursed for the use of his or her vehicle in accordance with the then established rate of reimbursement permitted and accepted by the applicable rules and regulations established by the Internal Revenue Service. The rate for reimbursement shall be set pursuant to IRS rules and shall be automatically changed during the term of this Agreement whenever there has been an adjustment in such rate of reimbursement.
- H. Employees within the Department of Public Works, Police, Garage and Inspectors shall be supplied annually with appropriate safety boots to be utilized in connection with employment activities, at a safety boot allowance of \$175.00 per year.
- I. Employees within the EMS Department shall be supplied a uniform allowance of up to \$750.00 per year per fulltime employee for the purchase of new and replacement uniform items as needed.

J. EMS Part-time and per diem employees shall receive annual pay increases based upon merit, performance, and years of service. These increases are to be determined by the management and administration of Pennsauken Township. Merit reviews will be conducted annually. .

ARTICLE XI

LOGEVITY-DELETED

ARTICLE XII

HOLIDAYS

A. The following days are recognized as paid holidays, excluding EMTS:

New Year's Day Columbus Day*

Martin Luther King Day General Election Day

Presidents' Day Veteran's Day

Good Friday Thanksgiving Day

Juneteenth* Friday after Thanksgiving Day

Memorial Day Christmas Day

July 4 Day after Christmas Day

Labor Day

*Employees can select to take Juneteenth OR Columbus Day as a floating holiday. Selection must be submitted to your department manager by March 31 each calendar year. If no selection has been made, the holiday taken will revert to Columbus Day.

The following days are recognized as paid holidays for EMT employees:

New Year's Day General Election Day

Martin Luther King Day Veteran's Day

Presidents' Day Thanksgiving Day

Good Friday Friday after Thanksgiving Day

Juneteenth Christmas Day

Memorial Day Day before Christmas Day

July 4

Labor Day

- B. Holidays which fall on a Saturday shall be celebrated on the preceding Friday. Holidays which fall on a Sunday shall be celebrated on the following Monday. Holidays which fall on a Saturday when the preceding Friday was also a holiday shall be celebrated on the following Monday. Holidays which fall on a Sunday that are followed by a holiday on the following Monday shall be celebrated on the preceding Friday. When Christmas falls on a Saturday, the day after Christmas Holiday shall be celebrated on the following Monday. Holidays which fall within an employee's vacation period shall be celebrated, at the employee's option, either immediately before or immediately after his vacation period.
- C. Effective January 1, 2025, EMTs will not accrue any additional holiday pay. For holiday hours already accrued, the hours shall have no cash value. Each EMT who works on a recognized holiday shall be paid time and one half for every hour worked. This payment will occur in the first pay period after the Holiday is worked. If the EMT is scheduled off on any recognized holiday, the EMT, already off, shall receive no additional compensation or day off.
- D. Part time and per diem employees will be paid time and a half for working the following holidays: New Year's Day, Easter Sunday, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve. The holiday pay begins at 0600 hours and goes to 0600 hours the next day.

ARTICLE XIII

VACATIONS

A. Permanent full-time employees in the Township service shall be entitled to the following annual vacation with pay:

Years of Service	No. of Working Days Vacation
Up to 1 year	1 day per month
After 1 through 5 years	12 days per year
6 through 9 years	13 days per year
10 through 14 years	15 days per year
15 through 19 years	16 days per year
After 20 years	20 days per year

B. Vacation leave for all Emergency Medical Technicians (EMT) shall be as follows:

Up to one (1) year	9 hours per month
After one (1) year through five (5) years	108 hours per year
Years six (6) through nine (9) years	117 hours per year
Years ten (10) through fourteen (14)	135 hours per year
Years fifteen (15) through nineteen (19)	144 hours per year
After twenty (20) years	180 hours per year

- C. An employee shall be entitled to full vacation as of January 1 of the calendar year following the date of hire and for all subsequent calendar years.
- D. In the event that any employee is permanently separated from his employment with the Township, he or she shall be required to pay back any vacation time taken and not earned.

- E. Effective after December 31, 2018, accumulated vacation leave shall only be carried over into the next calendar year. Employees hired after the signing of this agreement shall be limited to carrying over vacation leave into the next calendar year.
- F. Excluding EMTs, in order to exercise seniority, vacation requests shall be submitted to the appropriate department head by March 31. Failure to submit a vacation request by March 31 will result in the loss of seniority preference for selection of vacation. Employer shall respond in writing to the employee's request for vacation leave within thirty (30) days after submission or April 30, whichever is later.
 - a. Vacation requests shall be submitted to the appropriate department head by:
 - i. 24 hours before 1 day off
 - ii. 48 hours before 2 days off
 - iii. 72 hours before 3 days off
 - iv. 1 week or more off before 1 week off
 - v. Requests will be acknowledged and determined within 48 hours.
- G. Final approval of all vacation schedules shall be made by the Department supervisor based upon the manpower needs of the Department.
- H. Any employee who terminates his employment with the Township shall be entitled to vacation time and/or vacation pay on a pro-rated basis.
 - I. Part-time permanent employees are not entitled to vacation leave. .
- J. A maximum of one full time EMT employee may be granted time off during any shift period. With the approval of the Fire Chief or their designee, one additional full time EMT employee may be granted time off provided that approval of the additional leave application does not create overtime.

K. In the event the EMS Supervisors who request time off prior to the creation of the monthly schedule with said time off resulting in an overtime incident, then the Fire Chief or their designee reserves the right to place EMS staff to act in that supervisory position. After the monthly schedule is completed and additional time off is requested resulted in overtime, then the rules applying the granting of time off and overtime will be adhered to.

ARTICLE XIV

PERSONAL DAYS

- A. Permanent full-time employees shall be entitled to one (1) personal day for every four (4) months from the date of permanent appointment up to and including December 31st next following such date of appointment, and three (3) personal days for each calendar year thereafter.
- B. Permanent part-time employees shall be entitled to personal days of a pro-rated basis, excluding EMT employees.
- C. Personal days shall only be used by employees for personal, business, household or family matters described in this Article that cannot be accomplished outside the normal workday, and shall be non-accumulative.
- D. The full personal day allotment for each year is available on January 1 and is not earned on a pro-rated basis. If the employee resigns or is terminated, all remaining personal days are lost.
- E. Personal days may be taken in increments of one full day or one half day. No personal day shall be taken in an increment less than one half day. An employee who plans to use personal time shall notify the Department Head or his designated representative by telephone, in person, or by personal messenger, at least twenty-four (24) hours in advance, unless there is an unforeseen occurrence which necessitates the presence of the employee.
- F. A maximum of one full time EMT employee may be granted time off during any shift period. With the approval of the EMT Chief one additional full time EMT employee may be granted time off provided that approval of the additional leave application does not create overtime.

ARTICLE XV

SICK LEAVE

- A. Permanent full-time employees shall be entitled to one (1) working day sick leave for each month of service from the date of permanent appointment up to and including December 31' next following such date of appointment and fifteen (15) sick leave days for each calendar year thereafter. EMT employees will accrue sick leave at 132 hours per year.
- B. Part time employees will be granted six (6) hours of sick time for every month worked in this classification for a maximum of seventy-two (72) hours in a calendar year. This time is accrued on a monthly basis. This time may be carried over from year to year. These hours MAY NOT be sold back and have no monetary value.
- C. If any employee uses up none or a portion only of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year, and he or she shall be entitled to such accumulated sick leave with pay when needed.

 The full sick leave allotment for each year is available on January 1 and is not credited on a prorated basis.
- D. Sick leave for purposes herein is defined to mean absence of any employee from duty because of personal illness which prevents his or her doing the usual duties of his or her position, or exposure to contagious disease, and an employee is expected to be home, except for time devoted to medical care or required nutritional needs.
- E. An employee who has been absent on sick leave for three (3) or more consecutive work days may be required to submit acceptable medical evidence substantiating the illness.
- F. An employee who has been absent on sick leave for periods totaling more than fifteen (15) days in one (1) calendar year consisting of periods of less than (5) days shall have

his or her sick leave record reviewed by the respective appointing authority and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year.

- G. The appointing authority may require acceptable medical evidence of illness for an employee on sick leave whenever the circumstances provide a reasonable belief that sick leave is being abused.
- H. An employee who plans to use a sick day for any of the reasons included in the definition of sick leave set forth above must notify the Department Head or his designated representative, by telephone or personal messenger in advance, not later than within 15 minutes after the employee's starting time. However, this provision does not apply to employees of the Public Works Department, who are required to provide notice, by telephone or personal messenger, of a plan to use a sick day, no sooner than one hour before his starting time and not later than five minutes after that starting time, except in an extraordinary situation where emergent circumstances prevent the Public Works employee from communicating within the one hour and five minute period designated. In such emergency circumstances, the Public Works employee must then communicate his plan to use his sick day as soon as possible after his starting time.
- I. Sick Leave claimed by reason of quarantine or exposure to contagious disease must be approved upon the certification of the Local Public Health Department.
- J. Full-time permanent or provisional employees in the Township service shall be entitled to sick leave in the same amount and for the same reasons as provided for permanent employees.
- K. Temporary, provisional part-time and/or seasonal employees are eligible for sick leave per the NJ Sick Leave Law.

- L. Absence without notification for five (5) consecutive days shall constitute a resignation.
- M. Abuse of sick leave shall be cause for disciplinary action, and may constitute justifiable cause for dismissal.
- N. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.
- O. If employee calls out sick the day before or the day after a holiday, no holiday pay will be given if a doctor's note is not provided for the sick day taken.

The employee has the right to elect to continue accumulating sick leave as per Department of Personnel Rules.

ARTICLE XVI

WORKERS' COMPENSATION

A. In the event an employee becomes disabled by reason of a work related injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he shall be entitled to The following wage replacement. First forty (40) working days the employee shall receive 100% of full pay.

From the 41st working day through the 80th working day the employee shall receive 80% of net wages.

From the 81st working day through the 120th working day the employee shall receive 70% of full pay.

Thereafter, wage replacement shall be paid in accordance with the rates prescribed by New Jersey Workers Compensation Laws.

B. Any employee who is injured, whether slight or severe, while working, should make an immediate report prior to the end of the shift thereof, if possible, to the immediate supervisor.

Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

- C. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Township may reasonably require the employee to present such certificate from time to time.
- D. If the Township does not accept the certificate of the physician designated by the insurance carrier, the Township shall have the right, at its own cost to request the employee to obtain a physical examination and certification of fitness by a physician appointed by the Township.

- E. The employee shall surrender and deliver any compensation, disability or other payments to the Township and receive his wage replacement as set forth above.
- F. 1. The Township shall continue the New Jersey State Disability Plan at a cost not to exceed sixty dollars (\$60.00) per year to the Township.
- 2. While the Township and the Union agree that the Township would be statutorily liable for any increase in the premium above the sixty dollar (\$60.00) maximum, the Union agrees that the employees shall be responsible for this "premium excess", regardless. of any past practice.
- 3. The Township and the Union agree to discuss the method and means by which the employees are to reimburse the Township for any premium excess.
- G. If any employee is scheduled for physical therapy for an on-the-job injury, there shall be no loss of wages or time if scheduling cannot be accommodated after normal working hours.

ARTICLE XVII

BEREAVEMENT LEAVE

- A. In the event of the death of the employee's spouse or child, permanent employees shall be granted time off without loss of pay from the date of death or the day of the funeral, bereavement leave of up to ten (10) working days.
- B. In the event of the death of the employee's father, mother, brother, or sister; permanent employees shall be granted time off without loss of pay from the day of death or the day of the funeral, bereavement leave not to exceed five (5) working days.
- C. In the event of the death of the employee's grandparent, grandchild, mother-in-law and/or father-in-law, the permanent employee shall be granted time off without loss of pay from the day of death or the day of the funeral, bereavement leave not to exceed two (2) working days.
 - D. Reasonable verification of the event may be required by the Township.

ARTICLE XVIII

MILITARY LEAVE

A. Military Leave shall be granted in accordance with Department of Personnel Rules and Regulations.

ARTICLE XIX

SPECIAL LEAVE OF ABSENCE

- A. A permanent employee who is temporarily incapacitated to perform his duties (due to either physical or mental reasons) or one who wishes to engage in an appropriate course of job related study, or for any reason considered valid by the Township, may be granted a special leave of absence without pay by the Township for a period not to exceed six (6) months, with the approval of the Township. Any permanent employee desiring such special leave 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. In the event that an employee of this bargaining unit is granted a leave of absence without pay under this Article, the employee's paid leave time shall be prorated.
- B. The Township shall grant a maternity (or paternity) leave of absence without pay for the amount of time requested by an employee, up to a maximum of six (6) months in any one (1) year with renewal at the Township's option.

ARTICLE XX

<u>UNION BUSINESS LEAVE</u>

- A. Members of the Union who are elected or designated to attend a function of the Union's International or other subordinate body, including AFSCME educational seminars, shall be permitted to attend such functions up to a maximum of eighteen (18) days per year for all attendees and functions. Such leave shall be paid and shall be granted upon one (1) weeks' notice to the Township.
- B. Whenever any Township employees, who are also representatives of the Union, are mutually scheduled to participate during working hours in negotiations, conferences or meetings, such employees shall suffer no loss in regular pay nor be charged for sick leave or vacation leave. In addition, during the term of this contract, any Union member who is a member of the bargaining team for the Union shall have an adjustment in their work schedule during the period of contract negotiations, to permit that employee to participate in contract negotiations during work hours.
- C. At any grievance of disciplinary proceedings, one employee representative for the Union shall have the right to participate in such proceedings without suffering any loss in regular pay or being charged for sick leave or vacation leave.

ARTICLE XXI

JURY LEAVE

- A. A regular full-time employee who loses time from his job because of jury duty as certified by the Clerk of the Court shall be paid by the Township the difference between his daily base rate of pay (up to a maximum of eight (8) hours) and the daily jury fee, subject to the following conditions:
- 1. The employee must notify his supervisor immediately upon receipt of a summons for jury service; and
- 2. The employee submits adequate proof of days served on the jury and the amount to be received for such service.
- 3. A regular full-time employee working a shift other than the day shift will be reassigned to the day shift when called for jury duty.

ARTICLE XXII

LEAVE

A. In the event an employee is required to appear in court or before a judicial body or is a party to any private legal action which is not job related, the employee shall not be entitled to receive a paid leave of absence pursuant to this Article.

ARTICLE XXIII

LEAVES OF ABSENCE

- A. Employees returning from authorized leaves of absence as defined will be restored to their original classification at the then applicable rate of pay with no loss of seniority or any other employee rights, privileges or benefits.
- B. In the event an employee is required to appear in court or before a judicial body either voluntarily or by subpoena on an issue relating to a matter arising out of the employee's performance of his or her duties, except for those matters initiated by the employee against the Township, the employee will be granted time off with pay. Employees scheduled to appear in court or before a judicial body outside the employee's normal work shift will be required to clock in and out to receive compensation.

ARTICLE XXIV

HEALTH AND MEDICAL BENEFITS

- A. The Township shall continue to provide each employee and his/her family health and prescription benefits in accordance with the terms of the South Jersey Health Insurance Fund (High Deductible Plan) as exists at the time signing of this contract, with the design and benefits attached to this contract as "Exhibit A". This plan shall be paid for by the Township, subject to the provisions of this Article. Additionally, employees and dependents shall be required to comply with annual Federal minimum deductible and out-of-pocket requirements in order to maintain the plan as HSA compliant. The out-of-pocket maximum will adjust parallel to the deductible and remain no more than double the deductible amount.
- B. All active unit employees who have not withdrawn from the Township's health insurance program, shall contribute towards the cost of health insurance by paying one and one-half percent (1.5%) of their base salary, per Chapter 2, P.L. 2010 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. Effective January 1, 2025, all active unit employees who have not withdrawn from the Township's health insurance program, shall contribute towards the cost of health insurance by paying two percent (2.0%) of their base salary.
- C. Each employee and his/her family shall receive Dental and Eye Glass Program, the cost of which shall be borne by the Township of Pennsauken, subject to the provisions of this Article.
- D. Current and future employees who retire shall continue to be subject to the High Deductible Plan in retirement. However, a portion of the stated maximum out-of-pocket expense will be paid by the Township. Effective January 1, 2024, the Township will annually reimburse

the retiree up to two thousand five hundred (\$2,500) dollars for an individual coverage and four thousand seven hundred and fifty (\$4,750) dollars for family, husband and wife or parent child coverage.

- E. Retirees are subject to this agreement will be provided with pre-funded cards by the Township under a Health Reimbursement Account (HRA) plan, for use to pay out-of-pocket expenses subject to the limits in paragraph D. Unused benefits will revert back to the Township at year end.
- F. The Township will also provide current active employee access to a Health Savings Account (HSA) plan in accordance with IRS regulations, to allow employee to set aside money pre-tax for payment of deductibles and co-insurance amounts. In the even that an employee resigns or is terminated, he or she shall be required to reimburse the Township for any prefunded balance associated with the account. No credit shall be granted to bargaining unit members for their statutory required premium contributions under Chapter 2, P.L 2010 toward the voluntary HSA program.
 - 1. All full time employees earning less than fifty thousand dollars (\$50,000) as of January Pt of each contract year will receive a one thousand dollar (\$1,000) contribution to their HSA account from the Township.
- G. Current active employees who retire after this Agreement is signed who had more than twenty (20) years of service prior to June 28, 2011 will be subject to the same provisions stated in Paragraph D and E of this Article. Current active employees who retire and did not have more than twenty (20) years of service prior to June 28, 2011 will pay one and one half (1.5%) percent of their pension allowance to the Township and will also be subject to Paragraphs D and E of this Article. For those employees retiring on or after January 1, 2025,

retirees shall contribute towards the cost of health insurance by paying two percent (2.0%) of their pension allowance in retirement.

- H. Each employee will have the right to choose his or her own medical facility for emergency treatment if injured while on duty. Thereafter, workman's compensation law shall determine course of treatment.
 - I. The Township shall provide a New Jersey Statute Temporary Disability Plan.

ARTICLE XXV

BULLETIN BOARDS

- A. Bulletin boards will be provided by the Township at permanent work locations for the use of the Union, for the sole purpose of posting Union announcements and other information of a non-controversial, non-political nature.
- B. Only material authorized by the signature of the Union President, Steward or alternate on said material shall be permitted to be posted on the bulletin board.

ARTICLE XXVI

SENIORITY

- A. Seniority is defined as an employee's total length of service with the Township, beginning with his original date of employment.
- B. An employee having broken service with the Township (as distinguished from an authorized leave of absence) shall not accrue seniority credits for the time he was not employed by the Township.
- C. If a question rises 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 such employees are already shown on the Township's payroll records. If hired on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order (of the employee's name).
- D. 1. The Township shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification and pay rate of each employee covered by this Agreement, and the Township shall furnish copies of the same to the Union upon reasonable request.
- 2. The Union will be given adequate notification of any new or additional AFSCME positions created within the Township.
- E. In cases of promotions, layoffs, recalls, vacation schedules or other situations where substantial employee advantages or disadvantages are concerned, an employee with the greatest amount of seniority shall be given preference, provided he has the ability to perform the work involved.

ARTICLE XXVII

SAFETY AND HEALTH

- A. The Township shall at all times maintain safe and healthful conditions, and will provide employees with any wearing apparel, tools, or devices that may be reasonably necessary to insure their safety and health. In addition, the Township agrees to provide the following:
 - 1. Water jugs on Public Works trucks.
 - 2. Summer work uniforms and coveralls for "vac truck" operators in Public Works.
 - 3. Inoculation for bee stings and poison ivy once each year at a time designated by the Township.
 - 4. First aid kits in vehicles and office areas.
- B. The Township and the Union shall designate a safety committee for each unit of representation. It shall be their joint responsibility to investigate and correct unsafe and unhealthy conditions. They shall meet periodically, as necessary, to review conditions in general and to make appropriate recommendations to either or both parties. The safety committee member representing the Union shall be permitted a reasonable opportunity to visit work locations throughout the Township's facilities, where employees covered by this Agreement perform their duties, for the purpose of inspections on safety and health conditions. Said inspections shall be conducted during working hours with no loss of pay for a period not to exceed one (1) hour per day, unless additional time is specifically requested and authorized by the Township.
- C. The parties recognize that the subject of minimum manning is a non-negotiable subject. However, the Township agrees that whenever possible as determined solely by the

Township, for the purpose of safety, two (2) men shall be assigned to each truck used for salting, sanding and/or plowing of roads as related to snow and ice removal.

- D. The Infectious Control Officer, Chief of the EMT's shall maintain a separate file to be known as the "Communicable Disease File" in which members responding to fire rescue EMT emergencies in which contact and/or working in close proximity to victims and their body fluids shall be the member's responsibility to notify the officer in charge and complete the Communicable Disease form. If an employee is diagnosed with the AIDS/HIV, HEPATITIS or any other communicable disease this form shall serve as the official incident report for determining compensability under New Jersey State workers compensation law.
- E. Vaccines that are available as of the signing of this contract and in the future shall be offered to all EMT employees at the Township's expense.
- F. All EMS employees covered under this agreement will be tested on a biannual basis for communicable diseases, such as tuberculosis. All testing will be performed in compliance with CDC recommendations and the New Jersey Department of Health and Senior Services.

ARTICLE XXVIII

DISCIPLINE

- A. Discipline may include the following disciplinary actions:
 - 1. Oral reprimand.
 - 2. Written reprimand.
 - 3. Suspension (minor).
 - 4. Suspension (major)
 - 5. Discharge.
- B. No employee shall be disciplined without just cause.
- C. An employee shall be entitled to Union representation at each stage of a disciplinary hearing.
- D. When the Township imposes discipline, written notice of such discipline shall be given to the employee and a copy shall be transmitted to the Union President.
- E. Oral reprimands for minor disciplinary actions shall be removed from an employee's file after one (1) year provided there have been no other violations during that time period. Written reprimands for minor disciplinary actions shall be removed from an employee's file after two (2) years provided there have been no other violations during that time period. Nothing in this section shall limit the Township's right to retain such documentation as required by Civil Service to establish progressive discipline or by any applicable Law.
- F. In regards to time off, availability and other attendance issues, part time and per diem employees will be disciplined according to the Pennsauken EMS's SOP. All other disciplinary action will be in accordance with the contract.

- G. For EMTs, when a suspension has been given, an option to pay a fine in place of taking the suspension time will be determined by the Township.
 - a. An employee may pay a fine of more than five days in salary in a lump sum or through installments. Unless otherwise agreed to by the employee, an installment may not be more than 5% of the gross salary per pay for a fine under \$500; 10% of gross salary per pay period for a fine between \$500 and \$1,000; or 15% of gross salary per period for a fine over \$1,000.

ARTICLE XXIX

EDUCATIONAL BENEFITS

- A. The Township shall agree to establish uniform procedures for assisting AFSCME personnel to attend college or other schools, after they receive approval from the Township, to increase their efficiency and effectiveness as employees in their specific field of employment. Any credits obtained during the course of attendance at an accredited institution for which the Township of Pennsauken has paid shall not be recognized or paid as an educational benefit pursuant to this Article.
- B. All college credits obtained after employment by the Township of Pennsauken by any AFSCME member shall be paid at a rate of twenty-five cents (\$.25) per credit per week for two (2) years from the date of obtaining such credit. Thereafter the payments shall cease.
- C. In order for credits to be eligible for payment under this Article, they must have earned from either courses related to their field of employment or from courses required to be taken in degree programs dealing with the AFSCME members' specific field of employment.
- D. College credit payment request shall be submitted to their immediate department head for approval. The Department Head shall grant approval when proof of compliance with this Article is produced.
- E. AFSCME members may have the option of being docked for the hours taken to attend college or take vacation or personal days, or any part thereof, in order to attend college at the sole discretion of the Township and subject to availability of manpower.

ARTICLE XXX

OUTSIDE EMPLOYMENT

- A. Full time Emergency Medical Services (EMS) employees shall be eligible to engage in outside employment as a Township of Pennsauken EMS, for special events such as boat regattas and football games, paid for by various independent organizations, as long as, outside employment as a Township of Pennsauken EMS is limited to Special events such as boat regattas and football games. Nothing herein is meant to limit any lawful secondary employment, as long as the bargaining unit member is not employed in his/her capacity as a Township of Pennsauken EMS, but employed as a private individual. While engaging in such private employment, the EMT shall not wear and/or use Township issued uniforms or equipment.
- B. The Pennsauken Fire Department Division of EMS will be responsible to organize and run all outside employment in connection with the special events in the Township. All EMS employees will be paid fifty (\$50.00) per hour for such special events Pennsauken Fire Department Division of EMS charges for. Fire Chief or their designee will determine what special events fall into this category. = No part time or per diem employee will be allowed to take a day off from their scheduled shift and work a stand by. The Township shall be paid \$25.00 for administrative fees and \$75.00 per hour for use of each ambulance. In the case of an EMS Support unit being assigned to the event, the Township shall be paid \$25 administrative fees and \$25 per hour for use of the EMS Support Unit. This work shall be done on a voluntary basis, with selection based on seniority on a rotating basis.

C. It is understood that the Full Time EMS's will consider their position with the Township as their primary employment. Full time EMS's must notify the Township of any outside employment or activity which must not interfere with the EMS's efficiency in his/her position with the Township and must not constitute any conflict of interest.

ARTICLE XXXI

GENERAL PROVISIONS

- A. It is agreed that representatives of the Township and the Union will meet from time to time upon request of either party to discuss items of general interest or concern which are not necessarily a grievance as such. Such meeting shall be initiated by written request of either party, and the precise agenda shall be established.
- B. The jurisdiction and authority of the Township over matters not contained in this Agreement are expressly and impliedly reserved by the Township.
- C. For those employees on continuous operation shifts, any reference to Saturday and Sunday in this Agreement shall be the sixth and seventh consecutive day of the work week, respectively.
- D. 1. EMT's may be granted an exchange of hours, duty days or days off by the appropriate department head. Such request shall be granted on a uniform basis with standard rules and regulations applying to all employees who make this request. Such requests shall not be unreasonably or arbitrarily denied. Subject to the manpower requirements, EMT's may request permission to exchange hours of duty or days off with another EMT who is agreeable to make such change. The Township shall not be obligated to pay any overtime by virtue of such exchange.
- 2. It is understood. and agreed that all exchanges of hours, duty days, or days off shall be done voluntarily by the employees involved; shall be for the employees' personal benefit and not the Township's; and that the exchange of hours, duty days or days off must be paid back within twelve (12) months. A record of all exchanges shall be maintained by the Township. The Township and the Union understand and agree that all time worked pursuant

to an exchange shall not constitute "compensable hours" for the purposes of overtime pursuant to the Fair Labor Standards Act.

- E. In the event that an employee is assigned to attend a school which involves attendance on one of his/her regularly scheduled days off, said employee may choose another day off at his discretion. In the event that said employee shall refuse to change his scheduled hours of work or of days off, the Administrator and Committeeman in charge may, at their option, refuse to permit the employee to attend such school. Employees assigned to a shift other than the day shift shall be reassigned to the day shift in order to attend approved courses of education.
- F. An employee is to be served in writing within five (5) working days of knowledge of an infraction or violation, unless additional time is necessary, not to exceed thirty (30) days, to complete an investigation of the alleged infraction or violation. If action is not taken against the employee within the allotted time, then the alleged violation or infraction must be dropped, and no action can be taken against such employee.
- G. Grievance and disciplinary hearings shall be scheduled during the working hours of the employees involved at each level of the hearing process, or at a mutually agreeable time.
- H. Openings in existing positions and any newly created positions shall be posted for two (2) weeks prior to filling the position, except on an emergency basis. The Township shall notify Department of Personnel and the Union. An employee who resigns shall give two (2) weeks' notice.

- I. After ninety (90) days' probation from the date of hire, promotion or upgrading, an employee will be notified as to permanent status. If not permanent, a written explanation shall be sent to the employee from the Administrator's office.
- J. All new employees will be supplied from the Administrator's office with a copy of all present and updated benefits once the ninety (90) day probation period is over.

 Example: Eyeglass, dental, prescription, pension and life insurance.
- K. During the term of this contract, the Township or the Union may request a labor-management conference on a not more than semi-annual basis. A request for a labor-management conference must be made at least two (2) weeks in advance and the notice must contain an agenda for the proposed meeting. The party receiving the notice of a labor-management conference may then, add items to the agenda on not less than one (1) weeks' notice to the party requesting the conference. This provision is not to be interpreted to impede or replace normal, necessary informal or formal communications between the parties regarding matters of mutual concern, but is intended to facilitate more open and regular communications in the interest of labor/management harmony.
- L. Except for salary increases set forth herein, all provisions of this Agreement shall become effective upon execution of this contract by both parties.
- M. This contract shall supersede any general orders, Department Rules and Regulations, or Township Ordinances, but shall be in conjunction with Department of Personnel Rules and Regulations.
- N. The Township shall pay all fee costs incurred by an employee for the purpose of maintaining required licenses or certifications.

- O. The Township agrees to reimburse union members for tuition upon satisfactory completion of courses approved in advance by the Township Administrator leading to advancement or improvement in the employee's field.
- P. Workshops, seminars and recertification courses required by the State and approved in advance by the Township Administrator that occur during the regular hours of the employees work day shall be done without loss of pay.

ARTICLE XXXII

SEPARABILITY AND SAVINGS

A. 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, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXXIII

FULLY-BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXXIV

DURATION OF AGREEMENT

A. This Agreement shall be in full force and effect as of its execution and shall remain in effect to and including December 31, 2027, without any reopening date. This Agreement shall continue in full force and effect from year to-year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Pennsauken, New Jersey, on this 2 day of 2024.

WITNESS:

Local 2278, AFSCME:

By: Rey Rivera, President Local 2278

AFSCME District Council No. 63

WITNESS:

familia Short Romen-

TOWNSHIP OF PENNSAUKEN:

By: Executive Director and/or it's Designee

By: Tim Killion, Twp Administrator

EXHIBIT A

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44.83	43.36	41.86	40.28	38.75	37.74	36.58	35.53	34.44	33.30	32.23	31.16	30.02	28.91	Level 1	2.5%
46.18	44.66	43.12	41.49	39.91	38.87	37.68	36.59	35.47	34.30	33,19				Level 2	
46.63	45.09	43.54	41.89	40.29	39.25	38.05	36.95	35.82						Level 2 Level 3 Level 4	2024
47.08	45.53	43.95	42.30	40.68	39.63	38.41	37.30	36.16						Level 4	
47.52	45.96	44.37	42.70	41.07										Level 5	
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46.40	44.88	43,33	41.69	40.10	39.06	37.86	36.77	35.65	34.47	33.35	32.25	31.07	29.92	Level 1	3.5%
47.79	46.22	44.63	42.94	41.30	40.23	39.00	37.87	36.71	35.50	34.35				Level 2	
48.26	46.67	45.06	43.36	41.71	40.62	39.38	38.24	37.07						Level 3	2025
48.72	47.12	45,49	43.78	42.11	41.01	39.76	38.61	37.43						Level 2 Level 3 Level 4	
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47.33	45.77	44.19	42.53	40.90	39.84	38.62	37.51	36.36	35.16	34.02				Level 1 Level 2	2026 2.0%
47.33 48.75	45.77 47.15	44.19 45.52	42.53 43.80	40.90 42.13	39.84 41.04	38.62 39.78	37.51 38.63	36.36 37.45	35.16	34.02				Level 1	
47.33 48.75 49.22	45.77 47.15 47.60	44.19 45.52 45.96	42.53 43.80 44.23	40.90 42.13 42.54	39.84 41.04 41.44	38.62 39.78 40.16	37.51 38.63 39.01	36.36 37.45 37.81	35.16	34.02				Level 1 Level 2 Level 3	
47.33 48.75 49.22 49.70	45.77 47.15 47.60 48.06	44.19 45.52 45.96 46.40	42.53 43.80 44.23 44.65	40.90 42.13 42.54 42.95	39.84 41.04 41.44	38.62 39.78 40.16	37.51 38.63 39.01	36.36 37.45 37.81	35.16	34.02				Level 1 Level 2 Level 3 Level 4	
47.33 48.75 49.22 49.70 50.17	45.77 47.15 47.60 48.06 48.52	44,19 45,52 45,96 46,40 46,84	42.53 43.80 44.23 44.65 45.08	40.90 42.13 42.54 42.95 43.36	39.84 41.04 41.44 41.83	38.62 39.78 40.16 40.55	37.51 38.63 39.01 39.38	36.36 37.45 37.81 38.18	35.16 36.21	34.02 35.04	32,90	31,69	30.52	Level 1 Level 2 Level 3 Level 4 Level 5 Grade	
47.33 48.75 49.22 49.70 50.17 14	45.77 47.15 47.60 48.06 48.52 13	44.19 45.52 45.96 46.40 46.84 12	42.53 43.80 44.23 44.65 45.08 11	40.90 42.13 42.54 42.95 43.36 10	39.84 41.04 41.44 41.83 9	38.62 39.78 40.16 40.55 8	37.51 38.63 39.01 39.38 7	36.36 37.45 37.81 38.18 6	35.16 36.21 5	34.02 35.04 4	32.90 3	31.69 2	30.52	Level 1 Level 2 Level 3 Level 4 Level 5 Grade	2026
47.33 48.75 49.22 49.70 50.17 14 48.28	45.77 47.15 47.60 48.06 48.52 13 46.69	44.19 45.52 45.96 46.40 46.84 12 45.08	42.53 43.80 44.23 44.65 45.08 11 43.38	40.90 42.13 42.54 42.95 43.36 10 41.72	39.84 41.04 41.44 41.83 9 40.64	38.62 39.78 40.16 40.55 8 39.39	37.51 38.63 39.01 39.38 7 38.26	36.36 37.45 37.81 38.18 6 37.09	35.16 36.21 5 35.86	34.02 35.04 4 34.70	32.90 3	31.69 2	30.52	Level 1 Level 2 Level 3 Level 4 Level 5 Grade	2026
47.33 48.75 49.22 49.70 50.17 14 48.28 49.73	45.77 47.15 47.60 48.06 48.52 13 46.69 48.09	44.19 45.52 45.96 46.40 46.84 12 45.08 46.43	42.53 43.80 44.23 44.65 45.08 11 43.38 44.68	40.90 42.13 42.54 42.95 43.36 10 41.72 42.97	39.84 41.04 41.44 41.83 9 40.64 41.86	38.62 39.78 40.16 40.55 8 39.39 40.57	37.51 38.63 39.01 39.38 7 38.26 39.40	36,36 37.45 37.81 38.18 6 37.09 38.20	35.16 36.21 5 35.86	34.02 35.04 4 34.70	32.90 3	31.69 2	30.52	Level 1 Level 2 Level 3 Level 4 Level 5	2026 2.0%