

AGREEMENT BETWEEN

**THE TOWNSHIP OF COMMERCIAL
CUMBERLAND COUNTY
AND
THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO DISTRICT COUNCIL #71**

Jan. 1, 2012-Dec. 31, 2014

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PREAMBLE

This agreement entered into this 15th day of *December 2011*, by and between the Township of Commercial, (herinafter “the Township”) and Local 3779E, affiliated with District Council #71 of the American Federation of State, County and Municipal Employees, AFL-CIO, (herinafter “the Union”), has as its purpose the promotion of harmonious relations between the Township and the Union; the establishment of an equitable procedure for the resolution of grievances 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.

ARTICLES I RECOGNITION

The Township recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications listed in Schedule “A” which is part of this agreement or any newly created positions within the parameters of the Union’s certification.

ARTICLE II CHECK OFF

A. The Township agrees to deduct from the salaries of its employees, who sign the appropriate card, subject to this agreement, dues for AFSCME District Council #71. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.C.S.A. (R.S.) 52:14-15 9e, as amended and members shall be eligible to withdraw such authority during July of each year.

B. A check off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Treasurer of the Council

during the month following the filing of such card with the Township.

C. Deductions from all employees shall be remitted to the Treasurer of the Council together with the list of the names of all employees for whom the deductions were made, by the fifteenth (15th) day of the succeeding month after such deductions were made.

D. If during the life of this agreement, there shall be any change in the rate of membership dues, the Union shall furnish the Township with written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township and official notification on the letter head of the Union and signed by the president of the Union advising of such changed deduction.

E. The Union will provide the necessary "check-off" authorization form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township treasurer.

ARTICLE III AGENCY SHOP

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

B. The deduction shall commence for each employee who elects not to become members of the Union during the month following written following notice from the Union of the amount of the fair share assessment.

C. The fair share fee for services rendered by the Union shall be in the amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the

Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

D. The sum representing the fair share fee shall not reflect the costs 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 for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

E. 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 Township to take any action.

ARTICLE IV VACATIONS

Annual vacations shall be granted as follows:

After sixth month	1 working day per month until 1 st of January
After 1 year	13 working days
After 5 years	16 working days
After 10 years	18 working days
After 15 years	20 working days
After 18 years	21 working days
After 21 years	22 working days
After 25 years	25 working days

It is understood that a new employee shall not earn vacation time for the first six (6) months of employment.

B. 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.

C. Final approval of all vacation schedule shall be made by the department supervisor based upon the manpower needs of the department. Ordinarily, no more than two consecutive weeks may be taken.

D. Vacation not taken in a given year because of business demands shall accumulate and be granted during the next succeeding year only, except that vacation leave not taken in a given year because of duties directly related to state of emergency declared by the Governor may accumulate at the discretion of the township until, pursuant to a plan established by the Township, the leave is used or the employee is compensated for that leave.

E. Any employee who terminates employment with the Township shall be entitled to vacation time and/or vacation pay on a pro-rated basis.

F. Part-time permanent employees shall be entitled to vacation leave on a pro-rated basis.

ARTICLE V HOLIDAYS

A. The following days are recognized as paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	General Election Day
Lincoln's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Friday After Thanksgiving
Memorial Day	Day Before Christmas

Fourth of July

Christmas Day

Labor Day

Day After Christmas

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 within an employee's vacation period shall be celebrated, at the employee's option, either immediately before or immediately after their vacation period.

C. Any full time temporary employee who works for three (3) consecutive months without a break in their work schedule and works at least seven (7) hours work day shall be entitled to holiday pay. If a day's work is missed, then the three (3) consecutive month period would begin again. The committee person who is the department head could excuse the missed so that the three-month period would not have to restart.

ARTICLE VIII BEREAVEMENT LEAVE

In the event of death of the employee's spouse, child, parent, brother, sister, grandparents, legal guardian or guardians, mother-in-law and father-in-law, or relatives residing in the household of the employee, permanent employees shall be granted time off without loss of pay from the day of death or the day of the funeral, but in no event shall said leave exceed four (4) working days

ARTICLE VI SICK LEAVE

A. Sick leave for purposes herein is defined to mean an absence of an employee from duty because of personal illness which prevents the employee from performing his or her usual duties of the position, exposure to contagious disease or a short period of emergency attendance upon a member of the employee's immediate family (as defined)

who is critically ill and requires the presence of the employee.

B. Immediate family is defined to include mother and father, mother and father-in-law, brother and sister, spouse or domestic partner as well as children and foster children of the employee who reside in the home.

C. Employee in the Township service shall be entitled to the following sick leave with pay.

1. One (1) working day sick leave with pay for each month of service from the date of permanent appointment, up to and including the anniversary of such appointment and fifteen (15) days sick leave with pay annually thereafter.

2. If any employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his credit from year to year and they shall be entitled to such accumulated sick leave with pay, when needed.

D. If any employee is absent for three (3) consecutive working days for reasons set forth in the above rule, the Township or their designees, may require acceptable medical evidence. When an illness is of a chronic or recurring nature causing occasional absences of one day or less, one proof of illness shall be required for every six-month period. The proof of illness must specify the nature of the illness and that it is likely to cause periodic absences from employment.

E. At full retirement, after a minimum of ten years of service and reaching a minimum age of 55 years, full time employees will be granted $\frac{1}{2}$ of their unused accumulated sick leave at the current rate of pay, or upon death the money will be paid to their estate.

F. Part-time employees will be entitled to sick leave on a pro-rated basis.

ARTICLE VII 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 during each calendar year thereafter. Personal days shall not be accumulative.

B. Permanent part-time employees shall be entitled to personal days on a prorated basis.

C. The full personal days 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.

D. An employee who plans to use a personal day shall notify the department head or designated representative by telephone, in person, or by personal messenger, at least twenty-four hours in advance, unless there is an unforeseen occurrence which necessitates the absence of the employee.

ARTICLE IX LEAVE WITHOUT PAY

The Township may grant the privilege of a leave of absence without pay upon approval of Mayor and Committee to a permanent employee for a period not to exceed six (6) months at one time. Such leaves of absence may be renewed for an additional period not to exceed six (6) months by formal action of the department head with approval of the Township Committee. No further renewal may be granted. All leaves of absence shall be granted in writing or shall not be official and binding.

ARTICLE X TEMPORARY DISABILITY LEAVE

A. Any full-time employee with at least six months seniority may request a temporary disability leave without pay.

B. Such leave will be granted for a period of up to six months based on a certification by a licensed physician.

C. Any employee receiving temporary disability leave for up to six months will continue to receive paid medical benefits while on leave.

D. During any temporary disability leave of up to six months, the employee's pension account will be frozen and anniversary date will remain unchanged in computation of all compensation and benefits.

E. An employee who is on temporary disability leave may be assigned to duties in a different position or department if the employee's physician stated there are no medical reasons preventing the temporary assignment and if the employee is otherwise qualified for such assignment.

F. An employee will use all accrued sick and vacation time prior to taking temporary disability leave.

G. Employees may request a further six month temporary disability leave but such leave will be subject to approval by the Mayor and Committee. Paid benefits and seniority will not be maintained during any extension of this time.

H. Temporary Leave is provided so that an employee's position with the Township is secure for a specified period of time in the event the employee is temporarily disabled.

ARTICLE XI CHILDBIRTH LEAVE

A. Permanent employees of the Township are eligible for an unpaid six (6) month leave of absence for childbirth. The leave shall be taken at a time determined by the employee in conjunction with and confirmed by written verification from the physician. If extended leave is required, an additional six (6) months may be considered at the request of the employee for approval by the Township Committee.

B. Employees who have accumulated vacation or sick time or compensatory time, may use such time for childbirth purposes prior to or immediately following such leave.

ARTICLE XII JURY DUTY

In the event that an employee is called to jury duty, he/she will be granted time off with pay as the court requires. Absence from work will not be counted against regular vacation period or sick leave accumulation. The employee will be paid only for that time actually required to serve on jury duty.

ARTICLE XIII MILITARY

A. Any full time employee who is a member of the National Guard, Reserves, or components of the military or naval service of the United States and is required to perform active duty for training periods shall be granted a leave of absence with pay for the period of such training, not to exceed ninety (90) days. The amount of such paid leave, unless the employee elects to use their annual vacation leave, shall be the difference between the employees salary for the leave period and the amount of money received from the State or Federal Government for such service. Any additional time

will be granted at the discretion of the Mayor and Committee.

B. Employees must present official certification to their Department Head immediately upon receipt of call of duty.

ARTICLE XIV INSURANCE

A. All permanent full time employees of the Township and members of their immediate family shall receive the benefit of participation in the New Jersey State Health Benefits Program at no cost to the employee. In addition the Township will also provide a fully paid life insurance policy for each employee in the amount of \$10,000.00 including accidental death and dismemberment.

B. (Item B. left out of Article XIV Insurance)

C. The Township will supply a prescription drug plan with a co-pay of not more than ten (10) dollars per prescription.

D. All permanent full time employees of the Township and members of their immediate family shall receive the benefit of participation in the New Jersey State Dental Program (Dental Expense Plant #399).

E. Upon retirement employees and their families shall continue to receive health insurance in accordance with state law and at no cost to the employee for the monthly premium.

F. The Township shall provide each employee and their family with eyeglasses, contact lenses and eye care insurance.

G. If employees wish not to participate in any of the insurance provided, the employee will receive ½ of the total employee benefit premium (dental, eye care, health

insurance and prescription) to be received June and December of each year not participating. The employee must have some source of insurance to participate in the buyout.

ARTICLE XV WORKER COMPENSATION

A. When an employee sustains a job-related injury, he/she is to receive his/her salary from the Township. He/she agrees to endorse over to the Township, all monies reimbursed to him/her by workers compensation, while on temporary disability.

ARTICLE XVI WORK WEEK/OVERTIME

A. The workweek shall consist of five (5) days, Monday through Friday.

(1) The work schedule for these days shall be 8:00 A.M. through 4:00 P.M. with one hour lunch period being staggered for all employees in Township Hall.

(2) The work schedule for these days shall be 7:00 A.M. through 3:30 P.M. with one half hour for lunch in the Road Department except that, between the first Monday in June to the last Friday in August, the work schedule shall be adjusted to 6:00 A.M. through 2:30 P.M.

B. All hours in excess of a forty (40) hour week in the Road Department or thirty-five (35) hour work week in the Township Hall, shall be considered overtime and shall be compensated at one and one half (1-1/2) the employee's regular rate of pay shall be paid for work under any of the following condition:

1. All work performed in excess of forty (40) hours in a work week for the Road Department.
2. All work performed in excess of thirty-five (35) hours in a work week

for the Township Hall.

3. All performed on Saturday.

D. Double time the employee's regular rate of pay shall be paid for all work performed under any of the following conditions.

1. All work performed on Sunday

2. For holidays, in addition to the holiday pay.

E. All overtime will be paid in accordance with the salary agreed upon for the current year of the contract.

F. Time paid for (whether or not worked but not including overtime) will be considered as time worked for the purpose of computing overtime pay in accordance with this article.

G. Insofar as practicable, overtime shall be distributed as equally as possible among employees within the same classification. Overtime will be rotated with the more senior employee being given the opportunity of working such overtime provided the employee has the ability to perform the work required.

H. Full time temporary employee who is hired for specific periods of time to work a regular work schedule of at least seven (7) hours per day with a regular work schedule.

ARTICLE XVII CALL IN TIME

A. Any employee in the Road Department having completed his scheduled work day and is dismissed at the end thereof, who is recalled to work, shall receive a minimum of four (4) hours pay at the overtime rate of time and a half. After four (4) hours of work, said employee shall receive a minimum of eight (8) hours at the overtime rate.

B. If an employee in the Road Department is called to work on an unscheduled Sunday or on holiday, he/she shall be paid at the rate of double time, for the above mentioned minimums.

C. Any employee, other than the Road Department employees, having completed his/her scheduled work day and is dismissed at the end thereof, who is recalled to work, shall receive a minimum of two (2) hours pay at the overtime rate of time and one half. After two (2) hours of work, said employee shall receive a minimum of four (4) hours pay at the overtime rate.

D. If an employee is called into work on an unscheduled Sunday or Holiday, he/she shall be paid at the rate of double time for the above mentioned minimums.

ARTICLE XVIII RATES OF PAY

The parties agree to the following:

(a) Effective January 1, 2012, all such employees shall have their current Salary adjusted in accordance with the Compensation Schedule set forth in Schedule "A" attached hereto and made a part hereof, said adjustment being a three (3%) per cent increase to the compensation schedule in effect immediately prior to January 1, 2012.

(b) Effective January 1, 2013, all such employees shall have their then current salary adjusted pursuant to the Compensation Schedule set forth in the Schedule "A", said adjustment being a three (3%) per cent increase to the Compensation schedule in effect immediately prior to January 1, 2013;

(c) Effective January 1, 2014, all such employees shall have their then current salary adjusted pursuant to the Compensation Schedule set forth in the Schedule "A", said adjustment being a three (3%) per cent increase to the Compensation schedule in

effect immediately prior to January 1, 2014.

ARTICLE XIX LONGEVITY

A. Employees shall receive longevity pay in accordance with their years of service from the effective date of their permanent appointment, to be computed as follows:

2% of base pay max. \$ 400.00 after 5 years of service;

4% of base pay max. \$ 600.00 after 10 years of service;

6% of base pay max. \$ 800.00 after 15 years of service;

8% of base pay max. \$1,000.00 after 20 years of service;

10% of base pay max. \$1,200.00 after 25 years of service;

B. Longevity payments are to be paid in the second pay in November of each year.

ARTICLE XX GRIEVANCE PROCEDURE

A. PURPOSE

1. 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 this agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees morale. The parties agree that this procedure shall be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her department head.

B. DEFINITION

The term “grievance” as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or violation of this agreement, policies and administrative decisions affecting them.

C. METHOD

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this agreement, and shall be following in its entirety unless any step is waived by mutual consent.

STEP ONE: The aggrieved or the Union shall institute action under the provisions hereof with thirty (30) working days after the event giving rise to the grievance has occurred or knowledge thereof, and an earnest effort shall be made to settle the differences between the aggrieved employee and the department head for the purpose of resolving the matter informally. Failure to act within said thirty (30) working days shall be deemed to constitute an abandonment of the grievance.

STEP TWO: If no agreement can be reached orally within five (5) working days of the initial discussion with the department head, the employee or the Union may present the grievance in writing within twenty (20) working days thereafter to the department director. The department director will answer the grievance in writing within five (5) working days of receipt of the written grievance.

STEP THREE: If the employee or the Union wishes to appeal the decision of the department director, such appeal shall be presented in writing to the Township Council within twenty (20) working days thereafter. The Township Council shall review the matter and make a determination in writing within ten (10) working days from receipt of

grievance.

STEP FOUR: If the grievance is not settled through the intervening steps, either party shall have the right to submit the dispute to arbitration. The dispute shall be submitted to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The cost for the services or the arbitrator shall be borne equally by the Township and the Union. No employee shall be denied his compensation for appearance as a witness in accordance with this article. Any other expense, including but not limited to the presentation of non-township employee witness, shall be paid by the parties incurring same.

D. Upon prior notice to and authorization of the department head, the designated union representative shall be permitted as a member of the grievance committee 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 or required the recall of off-duty employees.

E. Agents of the Union, who are not employees of the Township, may be permitted to visit the employees during working hours at their work stations for the purpose of discussing union representation matters; as long as such right is reasonably exercised and provided further that there is no undue interference with the Township work by such agents.

F. The Township and the Union further agree to give reasonable consideration to request of either party for meetings to discuss grievances pending at any step.

G. Employees are entitled to union representations at each and every step of the

grievance procedure.

H. 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.

ARTICLE XXI UNION BUSINESS

A. Whenever any employee of the township who is a representative of the Union is mutually scheduled to participate during working hours in negotiation, grievance proceedings, conferences or meetings, he/she shall suffer no loss in regular pay or be charged for sick leave or vacation leave.

B. Paragraph A shall not be interpreted to require meetings to be held during work hours and there shall be no compensation for meetings other than during regular working hours.

ARTICLE XXII EQUAL TREATMENT

The Township and the Union agree that there shall be no discrimination or favoritism shown for reasons of sex, age, nationality, race, religion, marital status, political affiliation, union membership or union activities.

ARTICLE XXIII PROBATIONARY PERIOD

All newly hired employees will be on probation for the first ninety (90) days of employment.

ARTICLE XXIV GENERAL PROVISIONS

A. The Union shall have the use of the employee bulletin board for the posting of notices relating to meetings and official business of the Union.

B. It is agreed that representatives of the employer 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 meetings shall be initiated by written request of either party and a precise agenda shall be established.

C. The Township shall be responsible for copying this agreement within twenty (20) days of its having been signed by the parties.

D. All union members must go through the Union for any additional increases in pay. Employees have the option to participate in any credit union that is already established for public employees.

F. All employees have the option to participate in direct deposit.

G. All employees have the option to participate in the Valic Tax Shelter.

H. When a holiday falls on a Friday and due to the holiday, checks are distributed on a Thursday, all checks shall be dated for that Thursday.

I. The Township shall post any vacant position(s) via bulletin board and current employees shall be given the opportunity to apply for a position whenever a vacancy occurs.

ARTICLE XXV SEPARABILITY AND SAVINGS

A. If any provision of this agreement or any application of this agreement to any employees is held to be invalid by operations of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXVI TERMS OF RENEWAL

A. This agreement shall be in force as of January 1, 2012 and shall remain in


effect to and including December 31, 2014. This agreement shall continue in full force and effect during the period of negotiations for a successor agreement.


B. New contract negotiations will commence no later than July 1st of the third year of the contract.

In witness whereof, the parties hereto have hereunto set their hands and seals at the Township of Commercial, New Jersey, this 15th day of Dec., 2011.

TOWNSHIP OF COMMERCIAL

ATTEST:



Hannah E. Nichols, Township Clerk

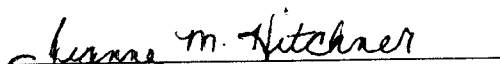

Donna Moore, Mayor

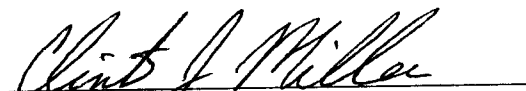
**THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES AFL-CIO DISTRICT COUNCIL #71**

ATTEST:


WITNESS


Jackie Maxwell, Union Representative


WITNESS


Clinton Miller, CHAPTERCHAIRPERSON

SCHEDULE A COMPENSATION SCHEDULE

Title	2012	2013	2014
Tax Collector	\$37,892.20-\$44,577.99	\$39,028.97-\$45,915.33	\$40,199.84-\$47,292.79
Tax Assessor	\$23,541.18-\$27,696.89	\$24,247.42-\$28,527.80	\$24,974.85-\$29,383.64
Deputy Tax Collector	\$13.98-\$16.46 per hour	\$14.40-\$16.96 per hour	\$14.84-\$17.47 per hour
Court Administrator	\$39,582.13-\$46,566.90	\$40,769.60-\$47,963.91	\$41,992.69-\$49,402.83
Deputy Court Administrator	\$11.56-\$13.60 per hour	\$11.91-\$14.01 per hour	\$12.27-\$14.43 per hour
Violations Clerk	\$9.11-\$11.12 per hour	\$9.39-\$11.46 per hour	\$9.68-\$11.81 per hour
Secretarial/ Receptionist	\$27,069.99-\$31,847.24	\$27,882.09-\$32,802.66	\$28,718.56-\$33,786.74
Construction Official/ Zoning Officer, Building Subcode Official, Rental Inspection Official	\$62,153.50-\$70,367.45	\$64,018.11-\$72,478.48	\$65,938.66-\$74,652.84
Rental Maintenance	\$15,088.30-\$17,750.19	\$15,540.95-\$18,282.70	\$16,007.18-\$18,831.19
Secretary to Construction Official	\$28,496.30-\$33,526.46	\$29,351.19-\$34,532.26	\$30,231.73-\$35,568.23
Fire Subcode Official	\$2,889.07-\$3,397.02	\$2,975.75-\$3,498.93	\$3,065.03-\$3,603.90
Plumbing Subcode Official	\$5,388.07-\$6,339.66	\$5,549.72-\$6,529.85	\$5,716.22-\$6,725.75
Electrical Subcode Official	\$4,706.53-\$9,470.92	\$4,847.73-\$9,755.05	\$4,993.17-\$10,047.71
Deputy Clerk/ Attendance Clerk	\$28,496.30-\$33,526.46	\$29,351.19-\$34,532.26	\$30,231.73-\$35,568.23
Full Time Temporary Secretary	\$11.56-\$13.60 per hour	\$11.91-\$14.01 per hour	\$12.27-\$14.43 per hour
Public Works Mgr/ Building Maintenance	\$43,708.92-\$56,795.23	\$45,020.19-\$58,499.09	\$46,370.80-\$60,254.07
Laborer A/ Equipment Operator/ Public Works Foreman	\$41,690.00-\$49,048.76	\$42,940.70-\$50,520.23	\$44,228.93-\$52,035.84
Laborer A/ Equipment Operator	\$39,730.02-\$46,741.58	\$40,921.92-\$48,143.83	\$42,149.58-\$49,588.15
Laborer A/ Equipment Operator/ Mechanic	\$39,730.02-\$46,741.58	\$40,921.92-\$48,143.83	\$42,149.58-\$49,588.15
Laborer B/ Truck Driver	\$13.42-\$15.77 per hour	\$13.83-\$16.25 per hour	\$14.25-\$16.74 per hour
Laborer C/ Temporary/ Miscellaneous	\$12.11-\$14.24 per hour	\$12.48-\$14.67 per hour	\$12.86-\$15.11 per hour

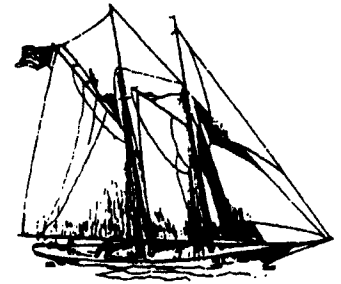
Township of Commercial

Small Town Charm Along the Scenic Maurice River

DONNA MOORE
Mayor

WILLIAM RIGGIN
Deputy Mayor

FLETCHER JAMISON
Committeeman



HANNAH E. NICHOLS, *Township Clerk*

RESOLUTION 2011-147

Approving Three Year Union Contract With Commercial Township Municipal Employees With Three Percent Raise For Years: 2012, 2013, 2014

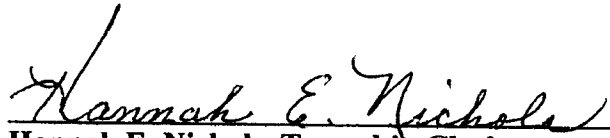
BE IT RESOLVED by the Township Committee of the Township of Commercial that a mutual agreement has been approved between the Committee and the Commercial Township Local Union AFSCME members on a new three year contract with a three (3) Per Cent Increase for the following years: 2012, 2013, 2014.

BE IT FURTHER RESOLVED that salary of Construction Official Secretary will be adjusted to coincide with salary of Secretarial position; and

BE IT FURTHER RESOLVED that Longevity Pay will be paid the second pay of the month of November to Commercial Township Employees that have become eligible.

CERTIFICATION

I, Hannah E. Nichols, Clerk of the Township of Commercial hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the committee at their regular meeting held on December 15, 2011 at 6:00 P.M., at the Township Hall, 1768 Main Street, Port Norris, NJ


Hannah E. Nichols, Township Clerk

RESOLUTION 2012-40

Authorizing Compliance With Pension And Health Benefit Reforms (P.L. 2011 c.78)

WHEREAS, Chapter 78, P.L. 2011, Pension and Health Benefit Reform, became effective on June 28, 2011; and

WHEREAS, Chapter 78 required implementation of increased public employee Pension contribution from 5.5% to 6.5% of salary (with an additional increase to be phased over the next 7 years to bring the pension contribution rate to 7.5% of salary, per Appendix A) for members of the Public Employee Retirement System (PERS) on the first payroll to be paid on or after October 1, 2011; and

WHEREAS, Chapter 78 requires the Health Benefit contributions of 1.5% of pensionable salary for employees currently under a collective negotiations agreement (CNA) in effect on June 28, 2011; and

WHEREAS, Chapter 78 requires all employees hired on or after June 28, 2011 shall be required to immediately contribute the Full Standard Contribution (using Year 4 rates on Appendix B) without regard to phase-in; and


WHEREAS, Chapter 78 permits implementation of health benefit contributions as contained herein above as soon as feasible or practical, as determined by each local governing body; and

WHEREAS, the Board of Commissioners of the Township of Commercial determined that it is most feasible and practical administratively to implement the Health benefit reforms on the first payroll to be paid on or after January 1, 2012.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Township of Commercial, County of Cumberland, New Jersey, that the Pension and Health Benefit Reforms, as set forth herein above and further contained in the attached Appendix B (Pension Contribution Schedule) shall be implemented on the first payroll in October 2011 and Appendix A (Health Benefit Contribution Schedules), shall be implemented on the first payroll in January 2012.

CERTIFICATION

I, Hannah E. Nichols, Clerk of the Township of Commercial hereby certify that the foregoing is a true and accurate copy of a resolution unanimously adopted by the committee at their regular meeting held on March 15, 2012 at 6:00 P.M., at the Township Hall, 1768 Main Street, Port Norris, NJ


Hannah E. Nichols, Township Clerk