

**Contract
AGREEMENT
BETWEEN**

Township of Willingboro

AND

AFSCME DISTRICT COUNCIL 63

LOCAL 3827 E

Supervisor Contract

JANUARY 1, 2019 - DECEMBER 31, 2022

Rev. 125

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In consideration of the mutual promise, it is as contained herein hereby agreed as follows:

1. PREAMBLE:

- 1.1 The Contract made between the Township of Willingboro (hereinafter referred to as the "Employer" or "Township") and AFSCME NJ Council 63, American Federation of State County and Municipal Employees, AFL-CIO Majority Representative, and its affiliated Local 3827 E, (hereinafter referred to as the "Union") covering employees in the designated unit, has as its intent and purpose the promotion of harmonious employee relations between the employer and employees represented by the Union; the establishment of equitable and peaceful procedures for the amicable resolutions of all disputes and grievances and determination of wages, hours of work and other terms and conditions of employment. The effective date of this contract shall be JANUARY 1, 2019 through DECEMBER 31, 2022.
- 1.2 As the Employer recognizes the Union; it is the responsibility of the Employer to forward all new hires, disciplines/grievances, promotions, etc. to AFSCME NJ Council 63 as the Majority Representative to 1373 Chews Landing-Clementon Road, Laurel Springs, NJ 08021 or Fax number 856-512-2193 tel. 856-512-2000, and the Local 3827 E. This will occur simultaneously as the employee is served.
- 1.3 American Federation for State County and Municipal Employees, AFSCME NJ Council 63 reserves the right to begin negotiations a year prior to the expiration date of the current contract.
- 1.4 WHEREAS, the Municipality has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees, insofar as such practices and procedures are appropriate to the functions and obligations of the Municipality to retain the right to effectively operate in a responsible and efficient manner and are consonant with the paramount interests of the Municipality and its citizens; and
- 1.5 WHEREAS, the parties recognize that this contract is not intended to modify any of the discretionary authority vested in the Municipality by the statutes of the State of New Jersey; and
- 1.6 WHEREAS, it is the intention of this contract to provide where not otherwise mandated by statute or ordinance, for the salary structure, fringe benefits, and employment conditions of employees covered by this contract, to prevent interruptions of work and interference with the efficient operations of the Municipality and to provide an orderly and prompt method for handling and processing grievances; and
- 1.7 WHEREAS, the Municipality and the Union agree that the working environment should be characterized by mutual respect for the common dignity to which all individuals are entitled; and
- 1.8 WHEREAS; the Employer and the Union entered into a contract on January 1, 2019.

2. WORKPLACE DEMOCRACY ENHANCEMENT ACT

- 2.1 Willingboro Township shall provide authorized representatives of the Union with the following rights to access to the members of the negotiations unit:
 - 2.1.1 The right to meet with individual employees on the premises of Willingboro Township during the day to investigate and discuss grievances, workplace related complaints, and other workplace issues.
 - 2.1.2 The right to conduct work site meetings during lunch and other non-work breaks, and before and after the work day, on Willingboro Township's premises to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of an exclusive representative employee organization, and internal Union matters involving the governance or business of the exclusive representative employee organization.
 - 2.1.3 The right to meet with newly-hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 and a maximum of 120 minutes, within 30 calendar days from the date of hire, during new employee orientations, or if the Township does not conduct new employee orientations, at individual or group meetings conducted by the Union. Willingboro Township shall provide the Union with a list of new

employees attending orientations no less than five (5) days before such orientations, or, in the event Willingboro Township will not conduct an orientation, a list of new employees for whom Willingboro Township will not conduct new employee orientations.

- 2.2 Willingboro Township shall provide the following information in excel file format to the union:
- 2.2.1 Within Ten (10) calendar days from the date of hire of negotiations unit employees – The name, job title, work site location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with Willingboro Township, date of hire, and work email address and any personal email address on file with Willingboro Township.
 - 2.2.2 Every 120 calendar days beginning on January 1, 2019, for all negotiation unit employees – name, job title, work site location, home address, work, home and personal cellular telephone numbers, date of hire, and work email address and any personal email address on file with Willingboro Township.
- 2.3 The Union shall have the right to use the email systems of Willingboro Township to communicate with negotiations unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace related complaints and issues, and internal Union matters involving the governance or business of the Union.
- 2.4 The Union shall have the right to use Willingboro buildings and other facilities that are owned or leased by Willingboro to Conduct meetings with their unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal Union matters involving the governance or business of the Union, provided such does not interfere with Willingboro Township's operations.
- 2.4.1 The Union understands that meetings conducted in Township buildings pursuant to this Section shall not be for the purpose of supporting or opposing any candidate for a partisan political office, or for the purpose of distributing literature or information regarding partisan elections.
 - 2.4.2 If the Union conducts a meeting in a Township building or facility pursuant to this Section, Willingboro shall not charge the Union for maintenance, security and other costs related to the use of the building or facility that would otherwise be incurred by Willingboro Township. Willingboro Township will provide the Union with advanced notice of any charge or cost at the time arrangements are made for use of the Willingboro Township's building or facility, and will not charge the Union over and above the actual cost of providing the maintenance, security or other services.
- 2.5 Willingboro shall not encourage negotiations unit members to resign or relinquish membership in the Union and shall not encourage negotiation unit members to revoke authorization of the deduction of fees to the Union.
- 2.6 Willingboro Township shall not encourage or discourage any employee from joining, forming or assisting an employee organization.

3. UNION DUES

- 3.1 Willingboro agrees to deduct Union dues bi-weekly from each employee, as defined herein, who furnishes a voluntary written authorization for such deduction, on a form acceptable to Willingboro Township. Employees shall be eligible to withdraw such authorization by providing written notice to Willingboro Township's payroll clerk (or identify the office which would receive the notice) only during the ten (10) days following each anniversary date of their employment. Within five (5) days of receipt of notice from an employee of revocation of authorization for payroll deduction of dues, Willingboro shall provide written notice to the Union of an employee's revocation of such authorization. An employee's notice or revocation of authorization for the payroll deduction of dues shall be effective on the thirtieth (30th) day after the anniversary date of employment. The amount of monthly Union dues shall be in such an amount as may be certified to Willingboro Township by the Union from time to time, and at least thirty (30) days prior to the date on which deductions of Union dues are to be made. Deductions of Union dues made pursuant hereto shall be remitted by the Township to the Union every four (4) weeks together with a list of the names of the employees from whose pay such deductions were made.

4. NON-DISCRIMINATION:

- 4.1 The Township and the Union agree that all provisions of this Agreement shall be applied equally to all employee members of the Union in compliance with applicable law against discrimination and without regard to political affiliation or membership or legitimate activity in the Union. All references in this Agreement to employees of the male gender have been used for convenience only and shall be construed to include both male and female employees. All references to "employee" or "member" shall mean those individuals included within the bargaining unit for the purposes of this contract without regard to actual Union membership.

5. RECOGNITION OF BARGAINING UNIT:

- 5.1 The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its employees in the classifications listed herein, and by reference made a part of this contract, and for such additional classification as the parties may later agree to include.
- 5.2 Updated titles in accordance with New Jersey Department of Civil Service Guidelines
- 5.3 Grade Classifications
- School Traffic Guard Supervisor
Assistant Tax Collector
Supervising Account Clerk
Supervisor of Criminal Information Records
Supervisor of Recreation
Supervisor of Security Guard
Supervisor of Animal Control Officer
Municipal Court Administrator

6. MANAGEMENT RIGHTS:

- 6.1 The Township hereby retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in its By Laws and Constitution of the State of New Jersey. Except as specifically abridged, limited, or modified by the terms of this contract between the Employer and the Union, all such rights, powers, authority, prerogatives of management and responsibility to promulgate and enforce reasonable and necessary rules and regulations governing the conduct and the activities of the employees are exclusively retained by the Employer.

7. GRIEVANCE PROCEDURE:

- 7.1 A grievance, as used in this contract, is defined as an alleged breach, misinterpretation or misapplication of terms of this contract. Matters within the jurisdiction of the Department of Civil Service, including but not limited to suspensions, reduction in rank, discharges or any other administrative action affecting the classification or status of an employee, are not subject to the grievance procedure.
- 7.2 No settlement of a grievance arising under a provision of this contract shall be on terms which would violate any other provision of this contract, unless the parties agree in writing to waive the conflicting provision.
- 7.3 A day, as used in this Section on Grievance Procedure, is defined as a weekday, which shall exclude Saturday, Sunday and official Township holidays.
- 7.4 Step 1 – With regard to grievances, an aggrieved person must first reduce the grievances to writing and submit it to the appropriate Department Director within fifteen (15) calendar days of the occurrence of the event giving rise to the grievance or within fifteen (15) calendar days of when the aggrieved person should reasonably have known of its occurrence. The Department Director shall attempt to adjust the matter within seven (7) business days by meeting with the aggrieved person and shall render a decision in writing, within seven (7) days of the close of the meeting, with copies to the Township Manager and to the President of Local 3827 E and to Council 63. The aggrieved person shall have the right to have a representative of the Union present for the meeting with the Department Director where the written grievance is to be considered by the Township Manager.

- 7.5 Step 2 – If the aggrieved person is not satisfied with the decision rendered in Step 1 or if no decision is rendered within the time specified, it shall be presented to the Township Manager within seven (7) days after the decision is rendered or after the expiration of the period provided for in 7.4 if no decision is rendered. The written grievance shall include the information set forth in 7.4 and shall have attached copies of the decisions rendered at the first and second levels, if rendered. A copy of the grievance shall be served upon the Department Director and the President of Local 3827 E and to Council 63. The Township Manager or designee shall meet with the aggrieved person and a representative of the Union in an attempt to adjust the matter within ten (10) business days, and shall render a decision in writing within ten (10) business days of the meeting.
- 7.6 Step 3 – If the grievance remains unresolved, the District Council Representative may within fifteen (15) working days after the written reply of the Township Manager, submit the grievance in writing to arbitration with PERC, with a copy to Employer. The Union and Employer can mutually agree upon a longer time period within which to adjust the grievance prior to proceeding to arbitration.
- 7.7 A grievance that does not address an issue affecting a specific employee shall be presented, by the Union, in writing, directly to the Township Manager. The timetable shall be the same as set forth in 7.4.
- 7.8 In the event the aggrieved elects to pursue remedies available through Civil Service, EEO or Civil Rights Complaint procedures, the grievance shall be canceled, and the matter withdrawn from this procedure. In the event the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be canceled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Union.

8. DISCIPLINARY PROCEEDINGS:

- 8.1 Any disciplinary action shall be on an individual employee basis in accordance with applicable New Jersey Civil Service Statutes, Rules and Regulations.
- 8.2 Written notice of proposed disciplinary action shall be provided to the employee in accordance with applicable New Jersey Civil Service Statutes, Rules and Regulations, with a copy provided to AFSCME Council 63 and to the President of Local 3827 E within two (2) business days after the notice has been issued.
- 8.3 Any appeal of disciplinary action shall be in accordance with the grievance procedure established in this Agreement until final disciplinary action has been taken by the Township Manager. Any appeals from the decision of the Township Manager shall be as provided by applicable New Jersey Civil Service Statutes, Rules and Regulations.
- 8.4 A progressive disciplinary process will be followed in cases involving all violations. The following may be used for the purpose of progressive corrective/disciplinary action:
- Counseling
 - Oral Warning (Form)
 - Written Warning – Can be removed from file in six months
 - Written Reprimand
 - Suspension – five (5) days or less
 - Suspension – six (6) days or more
 - Demotion
 - Termination
- 8.5 However, the Union acknowledges that progressive discipline shall not prevent the Township, in its sole determination, from taking appropriate disciplinary action in cases involving major violations of standards, rules and guidelines, subject to the employee's hearing and appeal rights. Furthermore, the Union acknowledges that the Township has the authority under civil service rules to immediately suspend an employee pending a hearing in accordance with Civil Service.

9. EMPLOYEE RIGHTS AND RESPONSIBILITIES:

- 9.1 An employee shall be entitled to Union representation at each and every formal step of the grievance procedure set forth in this Contract. A formal step of the grievance procedure shall be defined as any step after the department head level.
- 9.2 An employee shall be entitled to Union representation at each and every formal step of a disciplinary hearing. A formal step of a disciplinary hearing shall be defined as any step after the employee is served with a written Notice of Proposed Disciplinary Action.
- 9.3 An employee shall be entitled to review any records or documents which the Township intends to be used in any disciplinary proceeding against the employee. With written authorization from the employee, the Union representative shall have the right to review and receive copies of the records or documents which the Township intends to be used in any disciplinary proceeding against the employee. There shall be no right on the part of the employee or the Union to review any records or documents of other employees without the specific written authorization of the employee whose records are to be reviewed or which are not intended to be used by the Township in any disciplinary proceeding against the subject employee. The employee and/or the Union shall provide the Township with copies of any records or documents intended to be used by or on behalf of the employee in any disciplinary proceeding. The exchange of the records or documents shall take place at least five [5] days prior to any disciplinary hearing before the Township Manager or the designee of the Township Manager.
- 9.4 No employee shall be required by the Township and/or its agents to submit to an interrogation which may reasonably lead to disciplinary action unless the employee is afforded the opportunity of Union representation.
- 9.5 No recording devices or stenographer of any kind shall be used during any meeting unless both the Union and Township agree to their use, prior to such meeting, in writing. Any use of a recording device to record a conversation, meeting or other interaction with another Township employee or official without the consent of all persons present shall constitute good cause for immediate termination of employment of the party or parties involved in the recording.
- 9.6 An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his/her rights under this agreement.
- 9.7 An employee shall have the right to review his or her personnel records at all times, provided that requests for the review are made at reasonable intervals.

10. SENIORITY:

- 10.1 Seniority is defined as an employee's total length of service with the Township.
- 10.2 If a question arises concerning the seniority of two or more employees who were hired on the same date, preference shall be given in alphabetical order, according to the employees' last names.
- 10.3 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 same to the Union upon reasonable request.
- 10.4 Whenever a decision must be made between two or more employees with respect to the scheduling of vacation time, the employee with the most seniority shall receive a preference.
- 10.5 Whenever decisions are required to be made between two or more employees with respect to demotions (other than disciplinary), layoffs and recalls, the Township shall follow the procedures established in accordance with applicable New Jersey Civil Service Statutes, Rules and Regulations.
- 10.6 The Township encourages existing employees to seek advancement and to apply for job openings for which they are qualified. The Township reserves the right to make all employment decisions and to exercise all managerial decision making in accordance with applicable New Jersey Civil Service Statutes, Rules and Regulations.

11. JOB POSTING:

- 11.1 All vacancies or all newly-created positions, will be posted on a designated bulletin board for ten (10) days. The posting shall include the classification, salary, job description, any required qualifications, the shift assignment, current scheduled days off, and the procedure to be followed by employees interested in applying for the position.
- 11.2 The Township will post a notice within five (5) days after filling the vacancy or newly-created position with the name of the individual selected.
- 11.3 The Township will follow all civil service procedures and guidelines regarding promotions.

12. SALARY:

- 12.1 It is the intention of this Agreement to provide an increase in the annual salary for all titles covered by this Agreement for the duration of this contract.
 - 12.1.1 On July 1, 2019 each AFSCME NJ Supervisor covered by this contract will be placed in a position number which will reflect a \$5,000 increase over their current base salary.
 - 12.1.2 Each AFSCME NJ Supervisor covered by this contract will receive the following increase in base salary:
 - 3% on July 1, 2020
 - 3% on July 1, 2021
 - 3% on July 1, 2022
- 12.2 Any retroactive salary adjustments provided by this contract shall be paid within sixty (60) days after ratification and execution of this contract by the parties.
- 12.3 All annual salaries, as represented on the salary schedule, reflect the annual salary which is divided by the number of paydays in that year to obtain the amount due for each pay period. Whenever; it shall be necessary to determine an hourly rate, the hourly rate shall be computed by dividing the appropriate annual salary, as set forth above, by 1820 for 35 hours per week employees and by 2080 for 40 hours per week employees.
- 12.4 In the event an employee is promoted to a higher grade, he or she shall receive a base salary that is at least Three Thousand Five Hundred Dollars (\$3,500) greater than his or her previous base salary. The anniversary date for such employees shall not change.
- 12.5 The payroll for hourly employees will be based on payroll records submitted to the Township Treasurer two (2) weeks in advance of the payday. Any payroll adjustments, including overtime, shall be on the second payday after the records authorizing the adjustment are provided to the Township Treasurer.
- 12.6 The certified Municipal Court Administrator shall receive a stipend as follows:
 - On-Call Stipend (Weekends and Extended Evenings) - \$1,000

13. HOLIDAYS:

- 13.1 The following days shall be recognized as holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

- 13.2 Monday shall be recognized as a holiday for any holiday listed above occurring on a Sunday, and Friday shall be recognized as a holiday for any holiday listed above occurring on a Saturday, except for New Year's Day. In the event that New Year's Day shall fall on a Saturday, it shall be observed on the immediately following Monday, to ensure that the day of observance falls into the same calendar year as the holiday.
- 13.3 If a holiday is observed while the Supervisor is on paid annual leave status, the employee will receive holiday pay and the day will not be charged against annual leave credits. If an employee is on paid sick leave and is absent on the day of the holiday, the employee shall receive the paid holiday and the day so used shall not be charged against sick leave.
- 13.4 If a Supervisor works on any of the scheduled holidays set forth in the contract, that Supervisor shall receive the holiday pay in addition to the regular pay earned.
- 13.5 Members of the Animal Control Unit who are scheduled to work on Easter Sunday may exchange that scheduled work day for the Good Friday Holiday, so that they may work on Good Friday and have Easter Sunday as the Holiday.

14. VACATION LEAVE:

14.1 The employees covered under this Contract shall be entitled to paid vacation in accordance with the following schedule:

14.1.1 For employees on a thirty-five (35) hour per week schedule:

Eighty-four hours	First Year of employment, pro-rated
One hundred five hours	Second through, including the seventh year of employment
One hundred twenty-six hours	Eighth through, including the twelfth year of employment
One hundred sixty-one hours	Thirteenth through, including the seventeenth year of employment
One Hundred seventy-five hours	Eighteenth year of employment and thereafter

14.1.2 For employees on a forty hour (40) per week work schedule:

Ninety-six hours	First year of employment, prorated
One hundred twenty hours	Second through, including the seventh year of employment
One hundred forty-four hours	Eighth through, including the twelfth year of employment
One hundred eighty-four hours	Thirteenth year of employment and thereafter
Two hundred hours	Eighteenth year of employment and thereafter

- 14.2 During the first year of employment an employee shall earn vacation leave on pro-rated basis.
- 14.3 Earned vacation leave for one (1) calendar year must be used during that same year. Vacation leave cannot be carried over into the following year, except where authorized in writing by the Department Director or designee and approved by the Township Manager for exceptional circumstances.
- 14.4 An employee may carry over vacation time, which the employee was unable to use because of the demands of the Township, with the approval of the Department Director or designee and the Township Manager.
- 14.5 An employee who resigns or retires during the course of the year is entitled to a pro-rated portion of earned vacation leave. In the event that more time is taken than the prorated entitlement, the excess will be deducted from the final pay.
- 14.6 Employees may utilize three (3) vacation days from their vacation bank as Emergency Personal Days.

15. SICK LEAVE:

- 15.1 Sick leave herein is defined to mean absence from duty of an employee because of personal illness, accident, exposure to a contagious disease, or illness of an immediate family member which requires the employee to remain at home to care for that immediate family member.
- 15.2 The employees covered under this Contract shall be entitled to paid sick leave in accordance with the following schedule:
 - 15.2.1 Employees who work a thirty-five (35) hour week shall be entitled to one hundred and five hours annually.
 - 15.2.2 Employees who work a forty (40) hour week shall be entitled to one hundred twenty hours annually.
 - 15.2.3 During the first year of employment an employee shall earn sick leave on pro-rated basis.
- 15.3 Unlimited, unused sick leave may be accumulated from year to year subject to the terms of this Contract.
- 15.4 Sick leave benefits shall be paid for work hours absent based upon the individual employee's regular straight time hourly rate.
- 15.5 It is acknowledged that the purpose of sick leave is to accommodate those occasions when the employee is ill and unable to report for work. Sick leave is not to be used for personal business, as personal days or as additional vacation days.
 - 15.5.1 Employees shall be entitled to family leave benefits as provided by the Family and Medical Leave Act (FMLA). As part of the Township's Family leave policy, employees may be permitted to use sick leave to care for an immediate family member who is unable to care for himself or herself due to a medically verifiable disabling disease. An immediate family member is defined as a spouse, significant other, parent, child or a person residing with the member and is dependent upon the member.
- 15.6 A doctor's certificate may be required at the Township's option as a condition for payment of sick leave whenever it appears reasonable, to include but not limited to the following:
 - 15.6.1 An employee is absent for five (5) consecutive days; or
 - 15.6.2 An employee is absent on the last scheduled work day before or the first scheduled work day after a holiday.
 - 15.6.3 The cost of the doctor's certificate shall be the responsibility of the employee.
- 15.7 Abuse of sick leave shall be cause for disciplinary action. If an employee is absent in excess of ten (10) days in eight (8) consecutive months, except with respect to a period of time during which an employee is hospitalized and provided that the Township shall give the employee a warning notice after the absence has reached eight (8) days within the eight (8) consecutive month period.
- 15.8 In the case of sick leave due to exposure to a contagious disease, a certificate from a medical doctor shall be required which shall certify that the employee may return to work without endangering the health of co-workers.
- 15.9 The Township may require an employee who has been absent because of personal illness, as a condition of his or her return to work, to be examined at the expense of the Township, by a physician designated by the Township. The purpose of the examination shall be to establish whether the employee is capable of performing the normal duties of his or her job without jeopardizing the health of the employee or the health of other employees.
- 15.10 Whenever the Township shall require that the medical certification be provided by a physician selected by the Township, the cost of the medical visit shall be paid by the Township, to the extent that it is not covered by medical insurance.

16. SICK LEAVE INCENTIVE:

- 16.1 Any employee, who shall use less than five (5) days or its hourly equivalent of sick leave in any year, shall receive an option of additional days or cash payment:
 - 16.1.1 A cash payment in the amount of four day's pay; not to exceed, One Thousand Dollars (\$1000.00) payable within sixty days after the end of the calendar year for which the incentive was earned.
 - 16.1.2 An additional five (5) personal days (or its hourly equivalent) which shall vest in the employee on the first day following the year in which it was earned and must be used within the same calendar year.
- 16.2 If the member has not utilized the earned incentive leave at the end of the calendar year in which it was earned, the incentive may be carried over into the next calendar year and must be used by July 1st.

17. WORKER'S COMPENSATION SUPPLEMENTAL PAY:

- 17.1 For an employee who incurs a job-related injury qualifying for worker's compensation payments, the Township will continue to pay a member the member's base salary while the member is receiving worker's compensation benefits, provided the member assigns over to the Township any worker's compensation proceeds received or to which the member may be entitled, not to include case settlements. This protection shall continue in effect only while the member is receiving worker's compensation benefits, or for the period set forth below, whichever is less.
- 17.2 The Township shall continue the full salary for a period of one (1) year. Payment shall consist of the amount provided by Worker's Compensation Insurance and the difference between the insurance payment and the employee's base salary.
- 17.3 Employees who remain on leave due to an on-the-job-injury beyond the time limits established above shall receive payments through the Township that are equal to the benefit amount provided by Worker's Compensation Insurance, provided the employee continues to be eligible for such insurance payments.

18. PAYMENT OF ACCUMULATED SICK LEAVE:

- 18.1 Payment will be made by the Township to the member or to the estate or the designated beneficiary of a deceased member for the first fifty (50) days of accumulated sick leave; or seventy (70%) percent of the total accumulation of sick leave, whichever is greater, provided that the total payment shall not exceed fifteen thousand (\$15,000).dollars.
- 18.2 The payment shall be made in a lump sum payment within thirty (30) days after the date of retirement.
- 18.3 Retirement shall include early retirement or disability retirement under the applicable Rules established by the Department of Civil Service or by the Division of Pensions.
- 18.4 Payment made under this Section shall not be considered as earnings or annual compensation for pension purposes.

19. MILITARY LEAVE:

- 19.1 The Township agrees to provide all employees with military leave as required by New Jersey Civil Service Statutes, Rules and Regulations, Federal and State Law.

20. JURY LEAVE:

- 20.1 A regular full-time employee who loses time from his or her job because of jury duty, as certified by the Clerk of the Court, shall be paid by the Township the difference between his or her daily base rate of pay, up to a maximum of eight (8) hours and the daily jury fee, provided that the employee:

- 20.1.1 a) has notified his or her Department Head immediately upon receipt of a summons for jury duty; b) has not voluntarily sought jury service; c) is not attending jury duty during vacation and/or other time off from Township employment; or d) submits adequate proof of the time served on the jury duty and the amount received for the service.
- 20.2 If on any given day an employee is attending jury duty and he or she is released by the Court prior to 11:00 a.m., that employee shall be required to return to work by 12:00 Noon on that day in order to receive pay for that day.

21. LEAVE OF ABSENCE FOR DEATH IN FAMILY:

- 21.1 An employee will be allowed the time off from day of death up to the equivalent of one (1) work week in the case of the death of:
- Father, Mother, Grandfather, Grandmother, Spouse, Domestic Partner, Son, Daughter, Brother, Sister, Grandchild, Uncle, Aunt, Nephew, Niece, Father-In-Law, Mother-In-Law, Brother-in-law, Sister-In-Law, Son-In-Law, Daughter-In-Law, cousin of the first degree or a person residing with the member and is dependent upon the member.
- 21.2 Employees who need additional time beyond that provided in Section 21.1 may receive up to one (1) additional work week of bereavement leave utilizing any combination of sick leave, vacation leave and compensatory time subject to the approval of the Departmental Director.

22. UNIFORMS:

- 22.1 All employees covered under this contract that perform; Supervisor of Traffic Guards and Animal Control Officers shall be provided with uniforms by the Township as follows:
- 22.2 Each full-time employee shall be provided with five (5) uniforms.
- 22.3 The township shall provide reimbursement to each employee for work shoes and other additional weather-related items. The maximum reimbursement per year for shoes and other addition weather related items shall be Two Hundred (\$200.00) Dollars per member. The township will replace uniforms in case of irreparable damage not caused by the employee.
- 22.4 No Township uniform shall be worn by an employee except when actually on duty or when in route to report for duty or returning home after duty.
- 22.5 The Township shall provide Supervisor of Traffic Guards and Animal Control Officers with five (5) uniforms. Supervisor of Traffic Guards and Animal Control Officers shall be responsible for the cleaning and repair of the uniforms by the Township. It shall be the responsibility of the Officers to provide reasonable and ordinary care of the uniform. The Township shall provide Supervisor of Traffic Guards and Animal Control Officers with a sixty (\$60) dollars per month allowance for expenses incurred for cleaning and maintaining uniforms. Payments shall be made quarterly. No payments shall be made for any month during which the individual does not work at least the equivalent of one (1) week.

23. COMPENSATORY TIME:

- 23.1 Compensatory time may be allowed with the agreement of the Department Director or designee, in accordance with the procedures established by the Township Manager.
- 23.2 Compensatory time may be accumulated in accordance with the Fair Labor Standards Act (FLSA), as applicable to municipalities, provided that the accumulation has been approved by the Township Manager.
- 23.3 Accumulated compensatory time may be utilized within the year in which it was earned upon prior written request and approval of the Township Manager, or designee, in accordance with procedures established by the Township Manager.

- 23.4 In the event that compensatory time is not approved, the employee will be paid for the authorized time actually worked at either straight time or overtime rates as provided in this contract.
- 23.5 Where an employee has been unable to use compensatory time within the year in which it has been earned, due to the scheduling needs of the Township, the employee may carry over the remaining, unused compensatory time in to the next calendar year or, at the option of the Township, shall be paid for the unused compensatory time.
- 23.6 Any time carried over under this provision shall be used no later than the following year.

24. HOURS OF WORK AND OVERTIME PAY:

- 24.1 All employees work a five (5) day, thirty-five (35) hour work week. Supervisor Animal Control Officer work a forty (40) hour work week.
- 24.2 Lunch Periods and Breaks:
 - 24.2.1 Each employee shall be entitled to a one (1) hour per day lunch period without pay except for those employees who are "on call" during their entire shift and who are required to have their lunch while "on call".
 - 24.2.2 Employees who are "on call" are classified as forty (40) hour work week employees and are paid for the lunch period.
 - 24.2.3 Employees on a lunch period shall be recalled to duty during that lunch period only in the event of an emergency necessity.
 - 24.2.4 Employees shall also be entitled to two (2) fifteen (15) minute breaks during the working day with one usually in the morning and one usually in the afternoon.
- 24.3 Supervisors overtime will be paid at the rate of straight time for hours worked in excess of thirty-five (35) hours per week up to forty (40) hours per week, and at the rate of time and one-half (1.5) for all hours worked in excess of forty (40) hours per week.
- 24.4 Supervisor of Animal Control Officer overtime will be paid at the rate of time and one-half (1.5) for all hours worked in excess of forty (40) hours per week.
- 24.5 No overtime pay shall be earned except where authorized in advance by the Township Manager, or designee, in accordance with procedures established by the Township Manager. No employee shall be entitled to authorize his or her own overtime or compensatory time. Overtime pay shall be provided, as required by law.
- 24.6 The Township shall make a reasonable effort to distribute overtime fairly among qualified employees within the same classification and within the same department. Where the overtime work falls within the job classification, training and skills of more than one employee in a particular department, the overtime opportunities shall be rotated between those employees on a seniority basis. An employee who declines an offered overtime opportunity shall rotate to the bottom of the list, just as if that employee had accepted the overtime opportunity.
- 24.7 The Township shall provide to the Union, upon reasonable request, a list of employees showing overtime worked. The Union shall be entitled to such a listing on a not more than semi-annual basis.
- 24.8 Overtime shall be paid currently, or at least no later than the second pay period after the overtime was performed.
- 24.9 All paid time off (such as vacation time, holidays and sick time) shall be considered time worked, for the purpose of computing overtime pay.
- 24.10 An employee called in to work when not regularly scheduled to work shall be guaranteed at least three (3) hours work.

- 24.11 Employees assigned to the animal control unit shall be allowed one-half hour at the end of the shift to clean the van and to complete necessary paperwork.
- 24.12 In the absence of an emergency, the Township shall provide ten (10) days advance notice to any employee whose schedule is being modified.

25. TRAINING PROGRAMS:

- 25.1 The Township recognizes the value of training programs for employees and will provide employees with the opportunity for job related training at the expense of the Township, within the limits of budgetary allocations approved by the Township Council. Any training program and expenditures shall be subject to review and approval by the Township Manager. An employee request for participation in a training program shall be submitted through the Department Head to the Township Manager. Employees enrolled in job-related courses on a for credit basis may be eligible for tuition payments as will be provided in the Township's Personnel Policies and Procedures.

26. REPLACEMENT OF LOST OR DAMAGED PERSONAL PROPERTY:

- 26.1 The Township agrees to compensate an employee for non-negligent damage to, or loss of, prescription lenses damaged in connection with the performance of duty, provided notice of the damage or loss shall be given to the immediate Supervisor during or immediately following the end of the shift in which the damage or loss occurred. The liability of the Township shall be only for the actual cost thereof, provided that it shall not exceed One Hundred Twenty-Five (\$125) dollars, for the replacement of prescription eyeglasses.

27. INSURANCE:

- 27.1 There shall be provided for all members, in addition to required Workers Compensation Insurance, the following insurance:

27.1.1 Health, Prescription and Dental Insurance in accordance with the rules and regulations stated in Chapter 78, P.L. 2011.

- 27.2 The Township reserves the right to change insurance plans or carriers or to self-insure directly or through a joint insurance fund, so long as equal or better benefits are provided. Employees shall be responsible for payment of any premium share contribution that is required by law. Prior to any change in plans or carriers, the Township shall notify the President of the Union and AFSCME Council 71. The Township shall review and discuss any proposed changes with the Union. In the event that the Union determines to grieve the matter, the grievance shall be filed directly with the Township Manager within fifteen (15) calendar days of the notification and the matter will proceed directly to expedite arbitration. Pending conclusion of the arbitration, no change of plans or carriers will be made.

- 27.3 A member who retires from the department after completing 25 years of full-time service with the Township of Willingboro shall be eligible to receive an annual payment for health insurance benefits including dental benefits in an amount equal to fifty percent (50%) of the total cost up to and including the Husband and Wife Plan. The member will be responsible for the remaining fifty percent (50%) of the total cost of the plan. A member who elects to utilize the Family Plan will be responsible for the difference between that plan and the Husband & Wife Plan. A member may drop his or her Township coverage and obtain coverage through another health benefit plan. In this case the Township will make a direct payment to the health care plan not to exceed the above noted amount annually. If a member drops his or her Township coverage he or she may return at any time to the Township's plan. In no case shall the Township's obligation extend beyond the age at which the member becomes Medicare eligible.

28. INSURANCE BUY-BACK:

- 28.1 The Township agrees to make a payment to qualified employees who elect to waive their rights to certain insurance coverage provided by the Township. Qualifications are determined by SHBP regulations. The payment will be on a calendar year basis and will be paid with the first pay in February and will be paid to those employees who have filed a waiver of coverage with the Township Treasurer for the coming year. The waiver must be filed at least one (1) month in advance of the effective date of the waiver. The employee must provide proof of equivalent insurance coverage from another plan that will be in effect for the period waived. The amount of payment shall be 25% or \$5,000.00 (whichever

is less) of the premium for the waived insurance coverage. An employee who waives his or her coverage under this section shall not be eligible for re-enrollment until the next open enrollment period or in the case of a life altering event. At that time the employee shall make application to do so and reimburse the Township the pro-rated portion of any unearned portion of the waiver payment previously received. The amount of payment shall be in compliance with N.J.S.A. 4A:10-17.1 and State Health Plan Rules and Regulations.

29. UNION VISITATION & BUSINESS:

- 29.1 A properly designated representative of AFSCME Council 63, when arriving on the Township's premises, shall first report his/her presence to the Township Manager or the Deputy Township Manager. The Union Representative shall be provided with a reasonable time for the visitation, provided that the time requests do not interfere with the operations of the Township or unreasonably impair the ability of the Township employees to complete their job assignments on a timely basis.
- 29.2 The Township will provide release time, up to the equivalent of Fifteen (15) days; one hundred and five (105) hours for union officials as designated by the President of the Union for the purpose of attending Union conventions and meetings or for the conduct of Union business.
- 29.3 Whenever meetings, negotiations or hearings are to be scheduled which involve the presence of Union representatives, the Township will make a reasonable effort to schedule the meeting, negotiation or hearing at a mutually convenient time, provided that the scheduling does not involve any violation of legal requirements for the scheduling.
- 29.4 Whenever any member is required by the Union to attend negotiations, grievance hearings, or disciplinary proceedings, affecting AFSCME bargaining unit members, such employees shall suffer no loss in regular pay nor be charged benefit time (personal, sick, vacation etc.).
- 29.5 Labor Management Committee - A Labor/Management Committee consisting of the Township and the Union shall be set up for the purpose of reviewing issues of common interest. The Committee's meetings are not intended to by-pass the grievance procedures, nor be considered collective negotiations meetings, but rather are intended as a means of fostering good employment relations through communications between parties. Either party may request a meeting with the other and shall submit a written agenda of topics to be discussed no less than seven (7) days prior to meeting.

30. NOTIFICATION TO THE UNION OF PROPOSED LAYOFFS:

- 30.1 In the event that the Township determines that any layoffs of members of the bargaining unit are required, the Township will provide notice of any proposed layoffs to the Union at least thirty (30) days in advance of the effective date of any proposed layoffs, in accordance with New Jersey Civil Service Statutes, Rules and Regulations.

31. FULL UNDERSTANDING AND PAST PRACTICES:

- 31.1 No reference to any past practices shall be used to contravene or to modify the provisions of this Agreement. The parties agree that in the event that Federal or State Legislation is passed, which would alter the terms of this Agreement, the parties shall meet and discuss the impact of the legislation on the terms of this Agreement.

32. TERM OF AGREEMENT:

32.1 This Agreement shall be in full force and effect from January 1, 2019 through December 31, 2022, and for succeeding periods of twelve (12) months unless either party shall notify the other in writing prior to September 1, 2018 or prior to September 1st of the appropriate succeeding twelve (12) month period, of its desire to negotiate a new contract, within the limits provided for herein, and if no Agreement shall have been reached on the date of the expiration of this Agreement, the Agreement shall be extended until the negotiations have been completed and a new Agreement takes effect.

IN WITNESS WHEREOF, the Township and the Union have caused this Agreement to be executed by their proper officials.

TOWNSHIP OF WILLINGBORO

By _____
Mayor Martin Nock

ATTEST:

Sarah Wooding
Township Clerk

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, District Council 63, Local 3827

BY _____
For District Council 71

ATTEST:

BY _____
For Local 3827 E

CC: F. name

RESOLUTION NO. 2019- 125

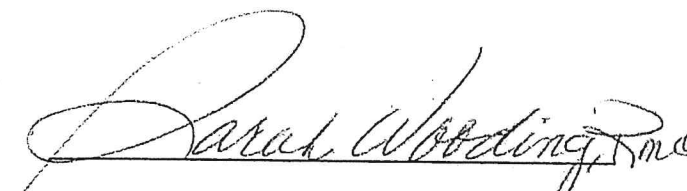
A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT WITH AFSCME NJ COUNCIL 63, AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, AND ITS AFFILIATED LOCAL 3827 E,

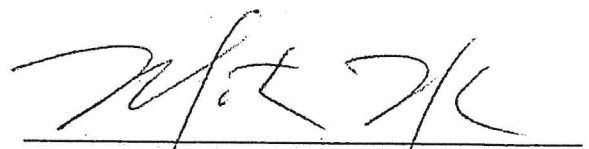
WHEREAS, the AFSCME NJ Council 63, American Federation of State County and Municipal Employees, AFL-CIO Majority Representative, and its affiliated Local 3827 E ("AFSCME NJ Council 63"), and the Township of Willingboro have concluded collective labor negotiations; and

WHEREAS, it is appropriate for the Township Council to formally authorize the execution of the collective bargaining agreement between the Township and CWA Local 1036, Supervisors Contract.

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro assembled in open public session on this 2nd day of July, 2019 that:

- A. The attached collective bargaining agreement is approved, for the period January 1, 2019 through December 31, 2022.
- B. The Mayor and Clerk are hereby authorized and directed to execute the Agreement on behalf of the Township, after the agreement has been formally executed by the appropriate officers of the AFSCME NJ Council 64 and its affiliated Local 3827 E.
- C. A copy of this resolution shall be submitted to the President of the AFSCME NJ Council 64, Local 3827 E, for their information and attention.


Sarah Wooding, RMC, Township Clerk


Martin Nock, Mayor