

AGREEMENT
BETWEEN
THE TOWNSHIP OF WASHINGTON
and
MUNICIPAL SERVICES
SUPERVISORS and COORDINATORS

January 1, 2021 - December 31, 2026

INDEX

Preamble	
Recognition	Article 1
Management Rights	Article 2
Rules and Regulations	Article 3
Maintenance of Work Operations	Article 4
Equal Treatment	Article 5
Union Rights and Responsibilities	Article 6
Dues Deduction and Agency Shop	Article 7
Bill of Rights	Article 8
Grievance Procedure	Article 9
Discipline and Discharge	Article 10
Wages	Article 11
Work Schedule	Article 12
Overtime	Article 13
Pay Period and Pay Day	Article 14
Vacation Leave	Article 15
Holidays	Article 16
Personal Days	Article 17
Sick Leave	Article 18
Injury Leave	Article 19
Funeral Leave	Article 20
Leaves of Absence	Article 21
Military Leave	Article 22
Jury Duty	Article 23
Absence Without Leave	Article 24
Insurance	Article 25

Safety and Health	Article 26
Educational Benefits	Article 27
Reimbursed Daily Expenses	Article 28
Seniority	Article 29
Layoff	Article 30
Probationary Period	Article 31
Bulletin Boards	Article 32
Job Posting	Article 33
Service Records	Article 34
Duplication of Agreement	Article 35
Fully Bargained Agreement	Article 36
Severability	Article 37
Working in Other Classification.....	Article 38
Duration of Agreement	Article 39

PREAMBLE

The Contract made between the Township of Washington and (District Council 63, American Federation of State County and Municipal Employees, AFL-CIO Majority Representative, and its affiliated Local 3303S, (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 agreement shall be January 1, 2021 to DECEMBER 31, 2026.

As the Employer recognizes the Union; it is the responsibility of the Employer to forward all new hire, disciplines/grievances, promotions, etc. to Council 63 as the Majority Representative to AFSCME NJ C63 1373 Chews Landing Road, Laurel Springs, NJ 08021 or Fax (856) 512-2193, and the Local 3303S. This will occur simultaneously as the employee is served.

American Federation for State County and Municipal Employees District Council 63 reserves the right to begin negotiations a year prior to the expiration date of the current contract.

ARTICLE 1
RECOGNITION

The Township recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages, hours and other terms and conditions of employment for all of its employees in the classifications listed herein for such additional classifications 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 by the laws of 1974, Chapter 123.

ARTICLE 2
MANAGEMENT RIGHTS

- A. The Township hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States, including but not limited to, the following:
1. The executive, management and administrative control of the Township Government and its properties and facilities, and the activities of its employees.
 2. To hire employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees.
 3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law, subject to the grievance procedure.

ARTICLE 3

RULES AND REGULATIONS

- A. Proposed new rules or modifications of existing rules covering negotiable working conditions shall be negotiated with the Union before they are established.
- B. All written rules and regulations shall be provided to the Union immediately upon promulgation.

ARTICLE 4

MAINTENANCE OF WORK OPERATIONS

- A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union or any person acting on its behalf will cause, authorize or support nor will any of its members take part in any strike, work stoppage, slow-down, walk-out or other illegal job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.
- B. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned, or support any such action by any other employee or group of employees by the Township, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work. Nothing herein shall be construed to restrict the employee's rights under the First Amendment of the United States Constitution.
- C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or inequity for injunction or damage, or both, in the event of such breach by the Union or its members.
- D. The Township agrees not to lock out its employees.

ARTICLE 5
EQUAL TREATMENT

- A. The Township and the Union agree that there shall be no discrimination against any employee because of the race, creed, color, religion, sex, national origin, disability 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 Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE 6

UNION RIGHTS AND RESPONSIBILITIES

- A. The Township agrees that during working hours on the Township's premises and without loss of pay, up to two (2) Union representatives shall be allowed one (1) hour per week, upon prior notice to and authorization of the Department Head and so long as such activity does not interfere with Township business, to:
1. Post Union notices;
 2. Distribute Union literature;
 3. Transmit communications authorized by the local union and its officers, to the Township or its representatives, both written or oral; and
 4. Solicit Union membership during other employee's non-working time.
- B. The Township agrees that representatives of the Municipal Services Supervisors and Coordinators Association shall have the right to visit the premises during working hours, upon prior notice to and authorization of the Department Head, and so long as such visit shall not interfere with employee duties.

ARTICLE 7

DUES DEDUCTION AND AGENCY SHOP

- a. Dues deducted by the Township of Washington shall be transmitted to the designated Union official of the American Federation of State, County, and Municipal Employees, New Jersey Council 63, AFL-CIO. The Township of Washington agrees to provide the Union monthly, a complete up-to-date electronic listing of all employees covered by this Contract. Such listing shall be in excel format and include the employee's department, job classification, work location, home address, employment status, membership status and the amount of the dues deducted as it appears on the records of the Township of Washington for the purpose of the Deduction of dues for titles covered by this agreement: Any member working 40 or fewer, but more than 20 hours per week shall be considered a full-time member. Any member working 20 or fewer, but more than 12 hours per week shall be considered a part-time member. Finally, any member working 12 or fewer hours per week shall be considered a lower part-time member. The Union shall provide a secure e-mail address for the receipt of the electronic listing and disclose such information only to its officials and representatives whose duties require access. The Township of Washington shall provide the Union with a list of departmental payroll codes to identify the Department name on the above-mentioned electronic listing.

- b. Township of Washington 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 Township of Washington. Employees shall be eligible to withdraw such authorization by providing written notice to Township of Washington'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 ten (10) days of receipt of notice from an employee of revocation of authorization for payroll deduction of dues, Township of Washington 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 (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 the Township of Washington Municipal from time to time, and at least thirty (30) days prior to the date on list of the names of the employees which deductions of Union dues are to be made. Deductions of Union dues made pursuant hereto shall be remitted by the Township of Washington to the Union every four (4) weeks together with a from whose pay such deductions were made.

- c. The Parties agree that Dues Deductions herein shall be in compliance with *Janus v. AFSCME*, 138 S. Ct. 2448 (2018)

- d. The Parties agree to follow the **Workplace Democracy Enhancement Act, N.J.S.A. 34:13A-5.11, et seq.**

ARTICLE 8
BILL OF RIGHTS

To ensure that the individual rights of the employees in the bargaining unit are not violated, the following shall represent the Employee's Bill of Rights:

- A. An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this Agreement.
- B. An employee shall be entitled to Union representation at each and every step of a disciplinary hearing.
- C. No employee shall be required by the Township and/or its agents to submit to an interrogation unless the employee is afforded the opportunity of Union representation.
- D. No recording devices or stenographer of any kind shall be used during any meeting, unless both the Union and the Township are made aware of their use prior to such meeting.
- E. In all disciplinary hearings, the employee shall be presumed innocent until proven guilty, and the burden of proof shall be on the Township.
- F. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect their hours, wages or working conditions as a result of the exercise of his rights under this Agreement.

ARTICLE 9
GRIEVANCE PROCEDURE

- A. Any grievance or dispute arising between the parties with respect to the application, meaning or interpretation of the sections contained in this Agreement shall be subject to the Grievance Procedure. Also included in the scope of grievable items are disciplinary actions. All grievable matters shall be settled in the following manner:

STEP ONE

The aggrieved employee or the Union shop steward at the request of the employee shall take up the grievance or dispute with the Department Head, within seven (7) working days of its occurrence. The Department Head shall try to adjust the matter and shall respond to the employee or shop steward in writing, within seven (7) working days.

STEP TWO

If the grievance remains unsettled, the representative may within seven (7) working days after the reply of the Department Head is due, give written notice to the Personnel Coordinator, requesting a hearing with the aggrieved employee, his/her shop steward and the Personnel Coordinator. The hearing will be held in no less than seven (7) working days and no more than twenty (20) working days.

STEP THREE

If the grievance remains unsettled, the representative may, within seven (7) working days after the reply of the Personnel Coordinator, give written notice to the Mayor or his/her designee requesting a hearing with the aggrieved employee, his/her shop steward, and the Mayor and/or his/her designee. The hearing will be held in no less than seven (7) working days and no more than twenty (20) working days.

STEP FOUR

- A. If the grievance remains unsettled, the representative may within fifteen (15) working days after the reply of the Mayor or his/her designee proceed to arbitration. A request for arbitration must be made no later than such fifteen (15) day period and failure to file within said time will constitute a bar to such arbitration, unless otherwise agreed.
- B. The New Jersey Public Employees Relations Commission (PERC), will be requested by either or both parties to provide a panel of official arbitrators. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. The arbitrator's decision will be binding on both parties.

- C. Expenses for the arbitrator's service and the proceedings under Sections B and C shall be borne equally by both parties. No employee shall be denied his/her compensation for his/her appearance as a witness in accordance with this Article. If either party desires a verbatim record of the proceedings, it may request that such a record be made, providing it pays for the record and makes copies available to the other party and the arbitrator.
- D. The Union will notify the Township in writing of the names of its members who are designated by the Union to represent employees under the grievance procedure.

ARTICLE 10
DISCIPLINE AND DISCHARGE

- A. There shall be no discipline or discharge except for just cause.
- B. No form of discipline or reprimand shall be done in such a way that causes embarrassment to the employee involved.
- C. Other than an oral reprimand, the employee and the Union shall be furnished with a written copy of any disciplinary action taken, with the reasons therefore.
- D. The employee shall have a right to a Union representative beginning with any discussion and continuing until all appeal processes are finalized.
- E. An employee may be suspended immediately if it is determined that the employee is unfit for duty or is a hazard to any person if permitted to stay on the job.
- F. Employees shall have the right to appeal any discipline through the grievance and arbitration procedure.
- G. All discipline shall be progressive, except in the event of discipline for egregious conduct, which includes the use, possession, or distribution of illegal drugs and alcohol, theft, moral turpitude and other acts of employee dishonesty.
- H. Any disciplinary action taken against an employee and placed in the employee's personnel file, shall be discarded after two (2) years, if there is no like infraction.

ARTICLE 11
WAGE SCALES

1. The annual salary increase to the wage scale for each year of the term will be 2.50%. The “new” wage scale for employees being hired into the DPW supervisor or coordinator position (established in the previous contract), also receives the 2.50% annual increase. This scale and corresponding salary are also notated in the attached proposal and analysis sheet. If an existing CBA employee elects to switch positions or has earned a promotion from coordinator to supervisor or vice versa they may keep their current salary or if said position is higher in compensation, they will be slotted into that salary for the corresponding year prorated to the effective date of promotion (no retroactive compensation or payments). This would only apply to **CURRENT** members of **THIS** bargaining unit. Any promotion of an existing employee from outside the PW Supervisors bargaining unit or external new hire would be placed on the “new” coordinator/supervisor scale.

PUBLIC WORKS SUPERVISORS 3303S WAGES

POSITION / TITLE	<u>2020</u> ANNUAL	2021 (2.50%) ANNUAL	2022 (2.50%) ANNUAL	2023 (2.50%) ANNUAL	2024 (2.50%) ANNUAL	2025 (2.50%) ANNUAL	2026 (2.50%) ANNUAL
SUPERVISOR	\$95,677.67	\$102,169.61	\$104,723.85	\$107,341.95	\$109,925.50	\$112,573.63	\$115,287.98
GOLF SUPER	\$85,260.50	\$87,392.01	\$89,576.81	\$91,816.23	\$94,111.64	\$96,464.43	\$98,876.04
PW COORDINATOR	\$70,607.92	\$76,473.12	\$78,384.95	\$80,344.57	\$82,253.18	\$84,209.51	\$86,214.75
NEW SUPERVISOR	\$80,177.26	\$82,181.69	\$84,236.23	\$86,342.14	\$88,500.69	\$90,713.21	\$92,981.04
NEW COORDINATOR	\$58,796.66	\$60,266.58	\$61,773.24	\$63,317.57	\$64,900.51	\$66,523.02	\$68,186.10

*THE ABOVE INCLUDES THE 2.50% ANNUAL INCREASE, AFTER A \$4000 ON CALL ALLOWANCE IS ADDED. THE ALLOWANCE IS COMPOUNDED FOR 2021 - 2023. THEN, BECOMES \$4000 STATIC FOR 2024 - 2026.

ARTICLE 12
ATTENDANCE

- A. The regularly scheduled work week for the job titles Events Coordinator and the Golf Course Greenskeeper shall consist of forty (40) hours in any stipulated seven (7) day period.
- B. The regularly scheduled work week for all other bargaining unit titles shall consist of forty (40) hours in any Monday through Friday five (5) day period.
- C. Any Supervisor required to work on a Saturday, Sunday or Holiday shall be given a minimum of ten (10) days' notice in a non-emergency situation. It is further understood that every effort will be made to rotate weekend work shifts where possible. In emergency situations the Director of Public Works will provide the Supervisor with as much notice as possible.
- D. All employees shall receive a one-half (1/2) hour paid lunch break. Lunch hours shall be scheduled at the discretion of the Department Head.
- E. The Township has managerial prerogative to amend requirements for supervisors and coordinators for documenting attendance. All policies or policy modifications with regard to this will be issued via memo outside the terms of the contract.

ARTICLE 13

OVERTIME

- A. Overtime shall consist of all hours worked (as defined by the Fair Labor Standards Act) in excess of the employees regularly scheduled work week, and shall be compensated at the rate of one (1) hour for each hour worked, to be paid as compensatory time. Employees have the option to sell back compensatory time quarterly earned in the previous quarter at the current year's rate of pay. Compensatory time can also be banked, not to exceed 400 hours. Banked hours will be used only as time off. Any banked compensatory time is payable upon retirement, not to exceed 400 hours.
- B. It shall be the obligation of the Department Head to assign and/or authorize overtime work. No employee shall be entitled to be paid overtime unless such overtime is ordered, authorized or approved by his/her Department Head, such order, authorization or approval to be recorded and maintained with the records of the Department in a form to be determined by the Township.
- C. Bargaining unit employees may be scheduled to supervise certain pre-scheduled events sponsored by the Township. The Township shall rotate weekend assignments as equally as possible.
- D. In all cases of approved leave for use of compensatory time, the employee shall not be obligated or responsible to be on call, nor shall they be obligated to carry a cell phone. If the Township requires coverage for the employee who is utilizing compensatory leave time, it shall be the obligation and the responsibility of the Township to obtain and provide such coverage.
- E. **CELL PHONE PAY:** Employees are compensated (\$4,000.00) for being on call. This amount would be included into the annual salary portion of each existing unit member. For contract years 2021 through 2023, this \$4,000.00 will be increased annually at the 2.5% increase. For contract years 2024 through 2026 there shall be no increase. These monies would be included in each employee's pension calculation and hourly rate for the duration of this contract. Members (present and future) agree to serve in the same capacity for being "on call" as they do currently.
- F. **EMERGENCY CALL-IN TIME:** Any employee who is required to return to work during periods other than his/her regularly scheduled hours shall be guaranteed not less than two hours (2 hours) of pay, regardless of actual hours worked. Emergency call ins would consist of calls from police dispatch that require a supervisor on site i.e., a tree down blocking a roadway, sink holes, or other natural disasters. Call ins would also consist of calls from the department head to assess an emergency situation. Coming in off hours for reasons other than, those listed above

would be subject to review from the Public Works Director and Business Administrator for approval.

- G. **SUNDAY EMERGENCY WORK:** 90 minutes of comp time will be approved for every 60 minutes of time worked on Sundays for **emergency purposes only.** Township sponsored and regularly scheduled events **will not** qualify for this. Other emergency situations outside natural disasters must be approved by the Public Works Director and Township Business Administrator.
- H. **COMP TIME FOR BUILDING CLOSURE:** When the municipal building is closed for emergency situations and supervisors are required to report to work, they will receive one (1) hour of comp time for every hour that the municipal building is closed.

ARTICLE 14
PAY PERIOD AND PAYDAY

Section 1:

All employees covered under this Agreement shall be paid every two (2) weeks on Thursday.

Section 2:

When the regular pay day occurs on a holiday, the Township shall pay the employees on the regular work day immediately preceding the holiday.

Section 3:

Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.

ARTICLE 15.
VACATION LEAVE

A. Employees covered under this Agreement shall be entitled to the following vacation allowance:

New employees with at least six (6) months of service may use a maximum of five (5) days during the first year.

Completed first year through 5th year	10 work days per year
Completed 5th year through 10th year	15 work days per year
Completed 10th year through 15th year	20 work days per year
Completed 15th year through 17th year	21 work days per year
Completed 17th year	22 work days per year
Completed 18th year	23 work days per year
Completed 19th year	24 work days per year
Completed 20th year	25 work days per year

B. Employees may carry five (5) vacation days over into the next calendar year. At the employee's request, and with the Business Administrator's approval, an employee may carry over an additional five (5) vacation days over into the next calendar year. In the event that an emergency situation is declared by the Mayor, vacation time in excess of the five (5) or ten (10) days may be carried over with the approval of the Mayor.

C. After the first year of employment all vacation days will be credited to the employee for that year on January 1st of each year, based on the actual amount of completed service time on January 1st.

D. Probationary employees vacation time accrued will not be available to use until the employee has been employed for ninety (90) days.

E. Employees shall be allowed to use vacation leave in no less than one-half (1/2) day increments.

F. An employee who terminates his employment with the Township, or whose employment is terminated by the Township, shall be entitled to vacation time and/or vacation pay on a pro-rata basis. Said payment shall also include any vacation time accrued and not used from a previous year (carried over) in accordance with this Article.

- G. Vacation pay can be received in advance of the normal payroll schedule, provided the Department Head forwards a written request on behalf of the employee to the Payroll Clerk least five (5) days prior to the expected vacation. Vacation pay can only be advanced if the employee will be on vacation on the regular pay day.
- H. Vacation time shall be determined by the length of continuous full-time service.
- I. Vacation must be requested by March 1st of each year and will be granted on a seniority basis if more than one request is made for the same vacation time. Anyone requested vacation time after March 1st will lose his/her vacation seniority, and vacation will be granted on a first come first serve basis. Further, a leave request form must be submitted at least seven (7) working days in advance for all vacation requests of five (5) or more days. For requests of less than five (5) days, two (2) working days' notice must be given. Exceptions to reducing these time periods will be permitted with the approval of the Department Head.
- J. If a holiday falls within the period of an employee's vacation, said employee shall be granted an additional day's vacation.
- K. In the event of an employee's death and if they have accrued benefits, the Township will pay the employee's estate the accrued amount based on the current wage rate.
- L. By mutual agreement with the Township and the employee, the employee will be able to take vacation pay in lieu of vacation days. Said payment shall be at the rate of one day for one day, at the end of the year.

ARTICLE 16

HOLIDAYS

A. The following days are recognized as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
Christmas Day	Day After Christmas
Fourth of July	Juneteenth

If Christmas falls on a Friday or Saturday it will be celebrated on Monday, if Christmas is on Sunday, it will be celebrated on Tuesday.

- B. Each employee shall be entitled to three (3) personal business days per year. Holidays which fall on Saturday shall be celebrated on the preceding Friday. Holidays which fall on 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 following his/her vacation period.
- C. In order to be entitled to the above paid holidays, employees must work the regular workday before and after the holiday, except, if sick or if the holiday falls within the employee's vacation, in which case, the employee shall receive an additional day of vacation.
- D. Employees required to work on a holiday will be granted 2 hours compensatory time for every hour worked.
- E. No holiday shall be granted other than those listed above, except such other holidays as are officially declared by the President of the USA, the Governor of New Jersey or when the Township Council declared by formal action a holiday for all Township employees.

ARTICLE 17

PERSONAL DAYS

- A. Employees shall receive three (3) personal days per year. During the first year of employment, employees hired prior to July 1st will be entitled to two (2) personal days. Employees hired after July 1st will be entitled to one (1) personal day.
- B. An employee shall give two (2) working days' notice, unless there is a personal emergency.
- C. Unused personal days may not be carried over from one calendar year to the next.
- D. Employees who terminate their employment shall be reimbursed for any unused personal days, prorated on the number of months of employment completed in the calendar year of their termination, unless the termination is a result of disciplinary action at which point the employee is not entitled to any additional personal time.
- E. Personal days may be taken in half day increments.

ARTICLE 18

SICK LEAVE

- A. Full time employees covered by this Agreement shall be entitled to the following sick leave of absence with pay:
1. One and one quarter (1-1/4) days per months, a total of fifteen (15) days per year. If an employee requires none or a portion of such allowable sick leave for any calendar year, that portion not taken shall accumulate from year to year.
- B. Sick leave for purposes herein shall mean absence from duty by an employee because of personal illness by reason of which such employee is unable to perform the usual duties of their position, exposure to contagious disease, has a member of the immediate family (child, spouse, unmarried brother or sister, parent of member of the immediate family) with an illness which requires the employee to stay home or take the relative to receive medical care, or employee has a need to visit a medical professional during municipal business hours.
- C. An employee who does not expect to report to work because of personal illness or for any reason included in the definition of sick leave, shall notify their department by telephone or personal message at least one-half (1/2) hour prior to the start of the work shift. Sick leave may be taken in half day increments. If an employee becomes ill on the job and must leave work. The employee is charged with the actual time, at a minimum of one (1) hour and in hourly increments thereafter.
- D. If an employee is absent for three (3) consecutive working days, the Township may require acceptable medical evidence. The nature of the illness and the length of time the employee shall be absent could be stated on the medical certificate.
- E. Once per month the employee shall be notified of the number of unused sick days and vacation days to the credit of each represented employee. All of the above time shall be given in hours for each.
- F. Employees employed by before January 1, 1995 are entitled to sell back up to 20% of accumulated sick time annually.
- G. Employees employed after January 1, 1995 and have a minimum of 400 sick hours in their bank are entitled to sell back up to 15 sick days annually.
- H. In the event of retirement, resignation, layoff or termination of employment an employee shall receive a lump sum payment at 100% of their hourly rate for all accumulated sick time.

ARTICLE 19
INJURY LEAVE

- A. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to one (1) year. "Full pay" shall be defined as the employee's net salary (take home pay).
- B. If an employee returns to work from injury leave for less than one (1) year, they may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than one (1) year.
- C. When an employee returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to one (1) year if the employee submits a new injury claim due to an independent event causing re-injury or new injury.
- D. When an employee requests injury leave, they shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is initially made by Township's Workers' Compensation carrier, with the final determination, if necessary, to be made by the Workers' Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off charged against his or her accumulated sick time, and if necessary, against any other accumulated leave time. If the employee does not have enough accumulated time off, he or she shall be advanced sick time to cover the absence. If the employee leaves the employ of the Township prior to reimbursing the Township for such advanced time, the employee shall be required to reimburse the Township for such advanced time.
- E. When an employee is granted either "conditional injury leave" or "injury leave," the Township's sole obligation shall be to pay the employee the difference between their regular pay and any compensation, disability or other payment received from other sources paid by the Township. At the Township's option, the employee shall either surrender and deliver any compensation, disability or other payments to the Township and receive their entire salary payment, or the Township shall pay the difference.
- F. Any employee who is injured, whether slight or severe while working, must make an immediate report as soon as possible to their immediate supervisor.

- G. Any employee, while engaged in their official duties, who becomes injured, comes in contact with any substance, animal or insect known to be harmful, contagious or contaminating or comes into physical contact with any person who is known to carry a contagious or infectious disease or where the employee comes into contact with body fluids of any person or animal, shall immediately report the incident to their immediate supervisor.
- H. It is understood that the employee must file an injury report, when physically able, with their immediate supervisor so that the Township may file the appropriate Workers' Compensation Claim. Failure to report said injury may result in the failure of the employee to receive compensation under this Article.
- I. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that they are unable to work, and the Township may reasonably require the employee to present such certificate from time to time.
- J. 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 require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Township.
- K. In the event the Township appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee disputes the determination of the Township appointed physician. Then the Township and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the Township and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

ARTICLE 20
FUNERAL LEAVE

A. A leave of absence with pay shall be granted to an employee desiring such leave because of a death in the immediate family as listed below:

1 Working Day	Aunt/Uncle
1 Working Day	Niece or Nephew
2 Working Days	Grandmother/Grandfather
2 Working Days	Son-in-law/Daughter-in-law
5 Working Days	Father-in-Law/Mother-in-Law Brother-in-Law/Sister-in-Law
10 Working Days	Mother/Father/Brother/Sister
15 Working Days	Spouse/Son/Daughter/Grandchildren

B. In the event of the death of any other relative, accumulated sick leave may be utilized.

C. Proof of the death and relationship is required at the Township's discretion.

D. Additional days of leave may be granted by the Department Head as Administrative leave, without pay, due to extenuating circumstances at the request of the employee.

ARTICLE 21
LEAVES OF ABSENCE

- A. Upon request, an employee may be granted a leave of absence without pay for up to three (3) months where necessary for medical reasons, maternity or paternity, or for other reasons satisfactory to the Township. The employee shall be responsible for the continued health insurance payments and shall make the suitable arrangements with the Township for the continuation of benefits, except as otherwise provided in the Federal and State Family Leave Acts.
- B. The Township will comply with the provisions of the Federal and State Family Leave Acts.

ARTICLE 22
MILITARY LEAVE

- A. In the event any employee volunteers for, or is called to active military service in the Armed Forces of the United States, such employee shall not during the period of such service, lose their seniority rights as herein provided. Upon discharge from such service, they shall be offered their former position or one of like status, provided:
1. Received a certificate of honorable discharge;
 2. Is still qualified to perform the duties of the position; and
 3. Applied for reinstatement within ninety (90) days after discharge.
- B. Employees shall receive a written leave of absence from the Township when leaving to enter the Military Service. In the event any regular employee covered by this Agreement, who is a reserve of the Armed Forces of the United States, is required to serve on maneuvers or summer encampment, for a temporary period, the Township agrees to supplement to employee military pay with an amount sufficient to equal their regular weekly earnings not to exceed a period of two (2) weeks in any one (1) year.

ARTICLE 23

JURY DUTY

Full-time employees shall be granted a leave of absence with pay, if they are called for jury duty or subpoenaed as a witness, for the time actually spent in court, provided such time is not a regular part of the duties of the employee.

1. The employee must notify their supervisor immediately upon receipt of a summons for jury duty.
2. This Section does not apply where an employee voluntarily seeks jury duty.
3. No reimbursement of wages will be made for jury duty during holidays or vacations.
4. At the Township's request, adequate proof must be presented of time served on a jury and the amount received for such service.

ARTICLE 24

ABSENCE WITHOUT LEAVE

- A. Absence without notification for three (3) consecutive work days shall constitute a resignation.

ARTICLE 25

INSURANCE

- A. The employee will receive a hospitalization plan/medical plan/prescription plan provided by the Township which will provide coverage for the employee, spouse, and dependents equivalent to or better Option 4 as set forth in Schedule A hereto.
- B. Dental insurance is to be provided through Delta Dental program with a benefit of \$1,500.00 per year for each covered person and their children according to the NJ and Federal Laws.
- C. The Township of Washington will also agree to fund the requested long-term disability plan. This is the same plan under Article 25: Insurance, Section C for bargaining unit 3303A.
- D. The Township agrees to maintain coverage of a medical plan for a retiring employee and their spouse when the employee retires in good standing on a pension or disability pension. For employees who are hired before August 1, 2007, the employee is eligible for retirement benefits if the employee has a minimum of fifteen years of service with the Township. For employees hired after August 1, 2007, the employee is eligible for retirement benefits if the employee has a minimum of twenty-five years of service with the Township.
- E. The Township acknowledges that the State Health Care Program requires retired employees, when eligible, to apply for and obtain health care coverage under Medicare Part B. The Township agrees to maintain full coverage of the employee, spouse and family when the employee retires in good standing, either on pension or as a result of medical disability, which will include the Township's requirement to pay the then existing costs of Medicare Part B.
- F. If an employee retires from Washington Township in accordance with the above provisions, the employee shall receive medical coverage from the Township for the employee and his or her spouse at the time of the employee's retirement, if the spouse is legally married to the employee at the time of retirement.
 - 1. Medical coverage shall continue for an employee's spouse, after the employee's death so long as the spouse is married to the employee at the time of the employee's retirement and death, and the spouse has not remarried. If the spouse remarries after the employee's death, the medical coverage shall terminate.
 - 2. It is the responsibility of the employee's spouse to notify the Township that he or she has remarried. If the spouse does not notify the Township of remarriage, the spouse shall be responsible for any monies paid on the

spouse's behalf after the spouse remarries. Any of the medical benefits provided herein shall be secondary to any other health benefits the member or the member's spouse receives through other employment, retirement, Medicare, etc.

- G. The Township acknowledges that the State Health Care Program requires employees to pay a percentage of the premium costs. The Township agrees to create and pay the employees the following HRA (Health Reimbursement Arrangement). An HRA will be in place for the life of this contract. The HRA will be distributed to the members the first pay period in December. The only individuals responsible to provide receipts for the reimbursement of the HRA will be the individuals who opt out of the State Health Benefits Plans in place. The opt out members must have all receipts to the Payroll Clerk by November 15th of each year in order to receive their allowance. If the receipts are late, they may be submitted with the approval of the Director of Municipal Services:

2021	Family, Husband-Wife, Parent-Child.....	\$ 500.00 dollars
	Single Individual	\$ 200.00 dollars
2022	Family, Husband-Wife, Parent-Child.....	\$ 500.00 dollars
	Single Individual	\$ 200.00 dollars
2023	Family, Husband-Wife, Parent-Child.....	\$ 500.00 dollars
	Single Individual	\$ 200.00 dollars
2024	Family, Husband-Wife, Parent-Child.....	\$ 500.00 dollars
	Single Individual	\$ 200.00 dollars
2025	Family, Husband-Wife, Parent-Child.....	\$ 500.00 dollars
	Single Individual	\$ 200.00 dollars
2026	Family, Husband-Wife, Parent-Child.....	\$ 500.00 dollars
	Single Individual	\$ 200.00 dollars

ARTICLE 26
SAFETY AND HEALTH

- A. The Township shall at all times maintain safe and healthful working conditions and will provide employees with wearing apparel, tools or devices that may be reasonably necessary to ensure their safety and health.
- B. A Safety Committee shall be formed having one member from management and one from the local Union.
- C. It is the responsibility of the employee to maintain and have available on the job site the required safety equipment for a particular job junction and utilize such apparatus accordingly.

ARTICLE 27
EDUCATIONAL BENEFITS

- A. The Township shall pay all costs incurred by an employee for the purpose of maintaining required certification.
- B. The Township agrees to reimburse employees for tuition, student fees and registration fees upon satisfactory completion of courses leading to advancement or improvement of skill in the employee's field. Fees will only be reimbursable with a grade of "C" or better. This shall be limited to four (4) courses per year at the prevailing County College or State College rate. Any such course or courses must have been approved in advance by the Personnel Coordinator. Should an employee resign his or her employment with the Township within two years of taking an approved course(s) and receiving reimbursement for said course(s), the members shall repay the Township for any reimbursement received from the Township during those two years
- C. Township Time: Employees attending workshops, seminars, re-certification required by the State and recommended and approved by the Department Head, shall receive up to a maximum of five (5) days per year without loss of pay.
Employee's Time: Employees attending workshops, seminars etc., for the purpose of obtaining advanced degrees, unrelated certification or certification not required to maintain job, must attend such workshops, seminars etc., on the employee's own time.
- D. The Township will pay for books, which will become Township property.

ARTICLE 28

REIMBURSED DAILY EXPENSES

- A. Employees shall be reimbursed for the following travel expenses while on Township business or required schooling:
1. The employee shall use a Township vehicle. If an employee elects to use his/her own vehicle, there will be no reimbursements of mileage;
 2. Tolls; and
 3. Parking.
- B. Employees, who are provided with a Township vehicle for the benefit of the Township, shall be permitted to take the vehicle home if the employee lives within fifteen (15) miles from the Township without reimbursement for mileage or gas costs and (60) miles for Emergency Management Coordinator.

ARTICLE 29

SENIORITY

- A. Seniority is defined as an employee's years of employment with the Township, beginning with his original date of hire as a full-time employee.
- B. 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.
- C. In all cases of demotions, layoff or recalls, consideration shall be given to seniority, job performance and ability to do the job based on job classification.
- D. Promotions will be based upon seniority, job performance and ability to do the job based on job classification.
- E. In the event layoffs are required, employees shall be laid off based on seniority, job performance and the ability to do the job based on job classification.
- F. Recall of employees shall be made in the inverse order of layoff.

ARTICLE 30

LAYOFF

- A. In the event it becomes necessary to layoff employees for reason, employees shall be laid off in the inverse order of their seniority provided there exists proven ability within that classification. Employees laid off shall receive six (6) weeks' severances pay or notice of separation or notice of separation. If an employee is recalled within six (6) weeks, the employee will work off the severance pay received for the time in which the employee was not laid off.
- B. In the event of a reduction in the work force, an employee having held a position within the Township Department has the right to bump down to another position within the Township provided there are proven abilities.
- C. Employees shall be recalled from a layoff by seniority.

ARTICLE 31

PROBATIONARY PERIOD

- A. Every person appointed to a position shall be deemed to be on probation for a period of six (6) months. The Mayor or his designee may require reports and recommendations from immediate supervisors and department heads to determine whether they shall be granted permanent status or dismissed.

ARTICLE 32
BULLETIN BOARDS

- A. The Township agrees to furnish space for a bulletin board in the work area to be used by the Union, which space shall be at least twenty-four (24) inches by twenty-four (24) inches, for the posting of notices related to meetings and official business of the Union only.
- B. Only material authorized by the signature of the Union President, Steward or alternate shall be permitted to be posted on said bulletin board.
- C. The Township may have removed from the bulletin board any material which does not conform with the intent of the above provisions of this Article.

ARTICLE 33
JOB POSTING

- A. Any vacancies or newly created positions shall be posted prominently for five (5) working days. The posting shall include, but not be limited to the classification, the salary, an abbreviated description of the job, and any required qualifications and the procedure to be followed by employees' interest in applying.
- B. A copy of each notice shall be forwarded to the Local Union.
- C. A copy of each notice shall be sent via regular U.S. Mail to home addresses of any employees that may be on extended leave of absence during that period.

ARTICLE 34

SERVICE RECORDS

- A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained by the Township, and may be used for evaluation purposes by the Department Head, Personnel Director, Mayor and/or governing body only.
- B. Upon advance notice and at reasonable times, any employee may at any time review his personnel file. However, this appointment for review must be made through the Department Head or their designated representative.
- C. Whenever a written complaint concerning an employee or his actions is to be placed in their personnel file, a copy shall be made available to them and they shall be given the opportunity to rebut it if they so desire, and they shall be permitted to place said rebuttal in their file.
- D. All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any files shall be removed therefrom, except pursuant to Article X, Section H. Removal of any material from a personnel file by any employee shall subject that employee to appropriate disciplinary action.

ARTICLE 35

DUPLICATION OF AGREEMENT

- A. The Township and Union shall be equally responsible for sharing the cost of reproducing this Agreement and will furnish copies to the Union for distribution to employees and officials of the Township.

ARTICLE 36

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 subject to negotiations.
- B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. The Township and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.
- D. This Agreement may be modified in whole or in part by the parties by an instrument, in writing only, executed by both parties.
- E. It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. The Union, for the life of this Agreement, hereby waives any rights to request or negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

ARTICLE 37
SEVERABILITY

- A. If any section, subsection, paragraph, sentence, clause or phrase of the Agreement should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Agreement, which shall remain in full force and effect; and to this end the provisions of the Agreement are hereby declared to be severable. In the event any portion of the Agreement is declared invalid, the parties are to begin renegotiations on the invalid portion within thirty (30) days.

ARTICLE 38

WORK IN OTHER CLASSIFICATIONS

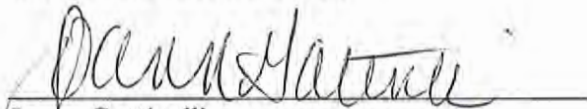
When an employee is assigned to perform the duties of the Director of Public Works for three or more days, the employee shall receive the higher rate of pay for all time worked in the Director's position.

ARTICLE 39
DURATION OF AGREEMENT

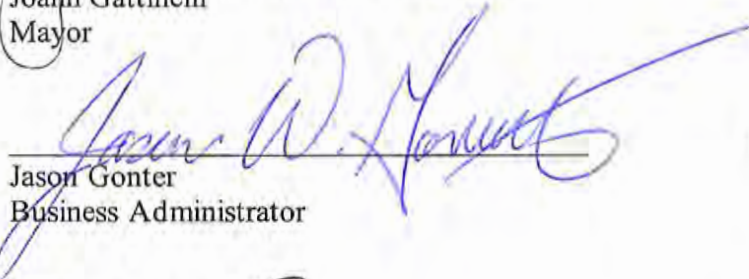
THIS AGREEMENT shall become effective on January 1, 2021 and shall terminate on December 31, 2026. This Agreement shall remain in full force and effect during the period of renegotiations for a successor agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

WASHINGTON TOWNSHIP,
GLOUCESTER COUNTY


Joahn Gattinelli
Mayor

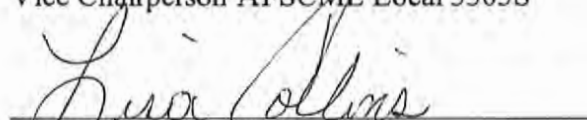
Date: 8/2/21


Jason Ginter
Business Administrator

Date: 8/2/2021


Brian McCaffery
Vice Chairperson AFSCME Local 3303S

Date: 8/2/21


Lisa Collins
Chairperson AFSCME Local 3303S

Date: 8/2/21


Robert Little, AFSCME Council 63
Field Services Coordinator

Date: 8-2-21