

APR 16

Contract Agreement Between

Township of Willingboro

And

American Federation of State,
County and Municipal Employees

AFL-CIO

District Council 71

Local 3827

January 1, 2016 through December 31, 2019



District Council 71

- Finance
- Resolution at
File.

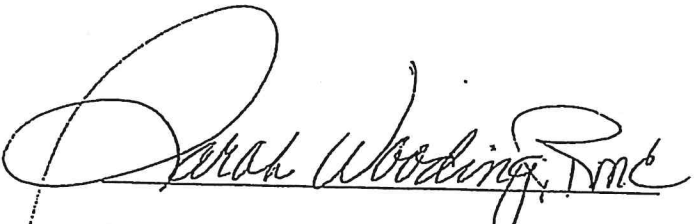
RESOLUTION NO. 2016-186
A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT WITH AFSCME

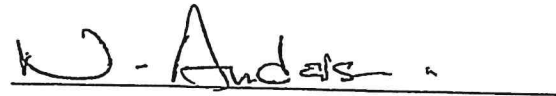
WHEREAS, the American Federation of State, County and Municipal Employees, AFL-CIO, District 71, Local 3827 ("AFSCME") and the Township of Willingboro have concluded collective labor negotiations; and

WHEREAS, it is appropriate for the Township Council to formally authorize the execution of the collective bargaining agreement between the Township and AFSCME.

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro assembled in open public session on this 9th day of November, 2016 that:

- A. The attached collective bargaining agreement is approved, for the period January 1, 2016 through December 31, 2019.
- 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 American Federation of State, County and Municipal Employees, AFL-CIO, District Council 71, Local 3827.
- C. A copy of this resolution shall be submitted to the President of the AFSCME, District Council 71, Local 3827, for their information and attention.


 Sarah Wooding, RMC, Township Clerk


 Nathaniel Anderson, Mayor

Council	Motion	2nd	Ayes	Nays	Abstain	Absent
Councilman Holley			✓			
Councilwoman Jennings			✓			
Councilman Nock		✓	✓			
Deputy Mayor Walker	✓		✓			
Mayor Anderson			✓			

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

1. PREAMBLE:

1.1 The contract made between the Township of Willingboro (hereinafter referred to as the "Employer") and District Council 71, American Federation of State, County and Municipal Employees, AFL-CIO Majority Representative, and its affiliated Local 3827 (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, grievances, determination of wages, hours of work and other terms and conditions of employment. The effective date of this contract shall be January 1, 2016 to December 31, 2019.

As the Employer recognizes the Union; it is the responsibility of the Employer to forward all new hire, disciplines/grievances, promotions, etc. to Council 71 as the Majority Representative to P.O. Box 207, Franklinville, New Jersey, 08322 or fax (856) 512-2193, and the Local 3827. This will occur simultaneously as the employee is served.

American Federation for State, County and Municipal Employees District Council 71 reserves the right to begin negotiations a year prior to the expiration date of the current contract.

1.2 It shall be the mutual objective of the Union and the Township to provide for un-interrupted public services to the general public.

1.3 Nothing contained in this contract shall be construed to limit or restrict the Township from its right to seek and obtain any judicial relief as it may be entitled to have in law or in equity for injunction or damages or both. Damages to the Township shall include any direct or indirect costs to the Township resulting from the job action or from the application for judicial relief.

1.4 Nothing contained in this contract shall be construed to limit or restrict the Union from its right to seek and obtain any judicial relief as it may be entitled to have in law or in equity.

1.5 The Township agrees that it will not engage in a lockout of the employees covered under this contract.

2. NON-DISCRIMINATION:

The Township and the Union agree that all provisions of this contract 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 contract 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.

3. RECOGNITION OF BARGAINING UNIT:

3.1 The Employer recognized the Union as the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its full-time employees in the classification listed herein and 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.

3.2 Updated titles in accordance with New Jersey Department of Civil Service Guidelines

3.3 Grade Classifications

- A-4 Account Clerk**
- Assessing Clerk**
- Clerk 1**
- Clerk Driver**
- Clerk Typist**
- Data Entry Machine Operator**
- Keyboarding Clerk 1**
- Permit Clerk**
- Records Support Technician 1**
- Social Service Assistant/Typing**
- Tax Clerk**
- A-6 Building Maintenance Worker**
- Omnibus Operator**
- A-7 Clerk 2**
- Code Enforcement Trainee**
- Crime Prevention Aide/Typing**
- Keyboarding Clerk 2**
- Records Support Technician 2**
- Recreation Aide**
- Senior Account Clerk**
- Senior Assessing Clerk**
- Senior Cashier**
- Senior Clerk Driver**
- Senior Clerk Typist**
- Senior Data Entry Machine Operator**
- Senior Payroll Clerk**
- Senior Police Records Clerk Transcriber**
- Senior Permit Clerk**
- Senior Tax Clerk**
- Technical Assistant to Construction Code Official**
- A-9 Building Maintenance Worker – Low Pressure License**
- Clerk 3**
- Keyboarding Clerk 3**
- Machine Operator**
- Principal Account Clerk**

- A-9 Principal Assessing Clerk
Principal Clerk Transcriber
Principal Clerk Typist
Principal Data Entry Machine Operator
Principal Permit Clerk
Principal Tax Clerk
Records Support Technician 3
- A-10 Accounting Assistant
Administrative Clerk
Animal Control Officer
Clerk 4
Recreation Leader
Senior Building Maintenance Worker
- A-12 Administrative Assistant
Building Inspector
Deputy Court Administrator
Fire Protection Inspector
Mechanical Inspector
Plumbing Inspector
Principal Payroll Clerk
Recreation Program Coordinator
Registrar of Vital Statistics
- A-14 Accountant
Assistant Public Information Officer
Building Subcode Official
Code Enforcement Officer
Mechanical Inspector/Plumbing Sub Code Official
Electrical Subcode Official
Fire Protection Subcode Official
Housing Inspector
Plumbing Subcode Official
Supervising Animal Control Officer
Training Officer
- A-15 Recreation Program Specialist
Recreation Supervisor
Senior Code Enforcement Officer
Supervising Account Clerk
Supervisor of Criminal Information Records
- A-17 Fire Official
Fire Prevention Specialist
Purchasing Agent

3.4 Specifically excluded are all other employees of the Township, including, but not limited to part-time employees, Department of Public Works employees, Managers, Executive or Confidential employees, including all employees in the Office of the Township Manager, the Office of the Township Clerk, Court Administrator, Supervisors; Craft and Casual Employees; Police, Crossing Guards, Special Law Enforcement Officers.

3.5 The union agrees to begin to work toward the establishment of a Supervisors Union within two years of this contract.

4. MANAGEMENT RIGHTS:

4.1 The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it, now or hereafter, by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

4.1.1 The executive, management, legislative and administrative control of the Township government and its properties and facilities and the activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

4.1.2 To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

4.1.3 The right of management to make, maintain and amend any and all reasonable rules and regulations that the Township may, from time to time, deem best for the purposes of maintaining order, safety and/or the effective operation of the Township, or any Department or function thereof, after reasonable advance notice thereof to employees and to require compliance by the employees is recognized. Except in the case of an emergency, the Township agrees to provide the Union with a copy of any proposed rules and regulations, thirty [30] days before the implementation of the rules and regulations and to allow the Union to submit comments on the rules and regulations within the thirty [30] day period.

4.1.4 To hire all employees, and, subject to the provisions of law, to determine their qualifications and the conditions of continued employment or assignment and to promote and transfer employees.

4.1.5 To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause as provided under New Jersey Civil Service Statutes, Rules and Regulations.

4.1.6 To layoff employees in the event of lack of work, or for budgetary reasons, under conditions where continuation of the employment would be inefficient or non-productive or beyond the appropriation included in the budget adopted by the Township Council.

4.1.7 The Township reserves the right, with regard to all other conditions of employment not otherwise reserved, to make such changes as it deems appropriate for the efficient and effective operation of the Township or any Department or function thereof.

4.2 In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this contract and then only to the extent such specific and express terms hereof are in conformance with the Constitutions and laws and administrative codes of the State of New Jersey and the United States.

5. GRIEVANCE PROCEDURE:

5.1 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.

5.2 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.

5.3 A day, as used in this Section on Grievance Procedure, is defined as a weekday, which shall exclude Saturday, Sunday and official Township holidays.

5.4 (Step 1) As to grievances, an aggrieved person must first reduce the grievances to writing and submit it to the appropriate Supervisor or 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 have reasonably have known of its occurrence. The Supervisor or 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 and to Council 71. The aggrieved person shall have the right to have a representative of the Union present for the meeting with the Supervisor or Department Director where the written grievance is to be considered by the Department Director.

5.5 (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 after the expiration of the period provided for in 5.4 if no decision is rendered. The written grievance shall include the information set forth in 5.4 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 and to Council 71. 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 days (10) business, and shall render a decision in writing within ten days (10) business days of the meeting.

5.6 (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.

5.7 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 5.4.

5.8 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.

6. **DISCIPLINARY PROCEEDINGS:**

6.1. Any disciplinary action shall be on an individual employee basis in accordance with applicable New Jersey Civil Service Statutes, Rules and Regulations.

6.2. 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 71 and to the President of Local 3827 within two [2] business days after the notice has been issued.

6.3. 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.

6.4. 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

6.4.1. 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.

7. **EMPLOYEE RIGHTS AND RESPONSIBILITIES:**

7.1. 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.

7.2. 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.

7.3. 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.

7.4 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.

7.5 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.

7.6 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 contract.

7.7 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.

8. SENIORITY:

8.1 Seniority is defined as an employee's total length of service with the Township, beginning with his/her most recent date of hire.

8.2 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.

8.3 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 contract, and the Township shall furnish copies of same to the Union upon reasonable request.

8.4 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.

8.5 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.

8.6 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.

9. JOB POSTING:

9.1 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.

9.2 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.

9.3 The township will follow all civil service procedures and guidelines regarding promotions.

10. SALARY:

AFSCME Salary Chart Effective July 1st, 2016 through June 30th, 2018

<u>Position</u>										
#	4	6	7	9	10	12	14	15	16	17
1	32764	35002	36325	38970	40598	43651	46805	48840	49858	52910
2	33419	35702	37051	39750	41410	44524	47741	49817	50855	53968
3	34087	36416	37792	40544	42238	45414	48696	50813	51872	55048
4	34769	37145	38548	41355	43083	46320	49670	51829	52909	56149
5	35464	37888	39319	42182	43945	47249	50663	52866	53967	57271
6	36173	38645	40106	43026	44824	48194	51677	53923	55047	58417
7	36897	39418	40908	43887	45720	49157	52710	55002	56148	59585
8	37635	40207	41726	44765	46635	50141	53765	56102	57271	60777
9	38387	41010	42560	45660	47567	51144	54839	57224	58416	61992
10	39155	41830	43412	46573	48518	52166	55936	58368	59585	63233
11	39939	42667	44280	47504	49489	53210	57055	59536	60776	64497
12	40738	43521	45165	48454	50479	54274	58196	60726	61991	65786
13	41552	44391	46068	49424	51489	55360	59360	61941	63232	67103
14	42383	45279	46990	50412	52518	56467	60547	63180	64496	68445
15	43231	46184	47929	51420	53568	57597	61758	64443	65785	69814
16	44095	47105	48888	52449	54640	58748	62993	65733	67102	71210
17	44978	48050	49866	53498	55733	59924	64253	67047	68443	72634
18	45877	49011	50864	54568	56848	61121	65538	68388	69813	74087
19	46795	49992	51880	55659	57984	62344	66849	69756	71209	75569
20	47730	50991	52918	56772	59144	63591	68186	71151	72633	77080
21	48685	52012	53976	57908	60327	64863	69550	72573	74085	78621
22	49658	53051	55056	59066	61533	66160	70941	74025	75568	80194
23	50652	54113	56157	60247	62764	67484	72360	75506	77079	81798
24	51665	55194	57280	61452	64019	68833	73806	77016	78620	83434
25	52698	56298	58426	62681	65300	70210	75283	78556	80192	85103
26	53752	57425	59595	63935	66606	71614	76789	80127	81797	86805
27	54827	58573	60786	65214	67938	73046	78324	81730	83432	88541

AFSCME Salary Chart Effective July 1st, 2018 through June 30th, 2019

<u>Position</u>										
#	4	6	7	9	10	12	14	15	16	17
1	33501	35790	37142	39847	41512	44633	47858	49939	50979	54100
2	34171	36505	37885	40644	42342	45526	48815	50938	51999	55182
3	34854	37236	38642	41457	43189	46436	49791	51956	53039	56286
4	35551	37981	39415	42286	44052	47362	50788	52996	54099	57412
5	36262	38740	40204	43132	44934	48312	51803	54056	55181	58560
6	36987	39514	41008	43994	45832	49278	52840	55137	56285	59731
7	37727	40305	41828	44874	46749	50264	53896	56240	57411	60925
8	38482	41111	42664	45772	47684	51270	54974	57364	58560	62145
9	39251	41933	43518	46688	48637	52294	56073	58512	59730	63387
10	40036	42772	44388	47621	49610	53340	57195	59681	60925	64655
11	40838	43627	45276	48573	50603	54407	58339	60876	62144	65948
12	41654	44500	46181	49545	51615	55496	59505	62093	63386	67267
13	42487	45390	47105	50536	52647	56606	60696	63335	64654	68613
14	43337	46298	48047	51546	53700	57738	61910	64601	65947	69985
15	44203	47223	49008	52577	54774	58893	63148	65893	67266	71385
16	45088	48165	49988	53629	55869	60070	64411	67212	68612	72812
17	45990	49132	50988	54702	56987	61272	65699	68556	69983	74269
18	46909	50114	52008	55795	58127	62496	67013	69927	71383	75754
19	47848	51117	53048	56912	59289	63747	68353	71325	72811	77269
20	48804	52138	54109	58050	60475	65021	69720	72752	74267	78814
21	49781	53182	55191	59211	61684	66322	71115	74206	75752	80390
22	50775	54245	56295	60395	62918	67648	72537	75691	77268	81999
23	51792	55330	57420	61603	64177	69002	73988	77204	78813	83638
24	52827	56436	58569	62835	65459	70382	75467	78748	80389	85311
25	53884	57565	59740	64091	66769	71789	76977	80324	81997	87017
26	54962	58717	60936	65373	68104	73225	78516	81930	83637	88758
27	56061	59891	62154	66681	69466	74690	80086	83569	85309	90533

10.1 It is the intention of this contract to provide an increase in the annual salary for all titles covered by this contract for the duration of this contract.

10.1.1 On July 1, 2016 the employee will be placed in a position number which will reflect a minimum (3.75%) increase. Thereafter on July 1st of years 2 & 3 of this contract an employee will receive a (2%) increase and on July 1st of year 4 an employee will receive (2.25%) increase.

10.2 Any retroactive salary adjustments provided by this contract shall be paid within sixty [60] days after approval, ratification and execution of this contract by both parties.

10.3 All annual salaries, as represented on the salary schedule, reflect the annual salary which is divided by the number of paydays in the 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 hour per week employees and by 2080 for 40 hour per week employees.

10.3.1 In the event an employee is promoted to a higher grade, he or she shall receive a base salary that is at least Two Thousand Five Hundred Dollars (\$2500) greater than his or her previous base salary.

10.4 The payroll for 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.

10.5 Experience Pay:

For members employed on or after January 1, 1985. An employee who has completed the following number of years of full-time employment with the Township will be entitled to the specified annual increments of compensation added to the employee's base pay, beginning with the next pay period following the date of completion of the applicable number of years of service:

Completion of 8 years -	\$ 700.00
Completion of 12 years -	\$ 1,200.00
Completion of 16 years -	\$ 1,700.00
Completion of 20 years -	\$ 2,200.00

These payments are not cumulative nor are they retro-active in establishing this contract.

11. HOLIDAYS:

11.1 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

11.2 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.

11.3 If a holiday is observed while a full-time employee 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.

11.4 If a permanent full-time employee works on any of the scheduled holidays set forth in the contract, that employee shall receive the holiday pay in addition to the regular pay earned.

11.5 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.

12. VACATION LEAVE:

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

12.1 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

12.2 For employees on a forty hour [40] per week work schedule:

Ninety-six hours	First year of employment, pro-rated.
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 through, including the seventeenth year of employment
Two hundred hours	Eighteenth year of employment and thereafter

12.3 During the first year of employment an employee shall earn pro-rated vacation leave.

12.4 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 Township Manager for exceptional circumstances. Nothing herein shall be deemed to require the Township Manager to approve any request to carry over vacation time.

12.5 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 pro-rated entitlement, the excess will be deducted from the final pay.

12.6 Employees may utilized two (2) vacation days from their vacation bank as "Emergency Personal Days".

13. SICK LEAVE:

13.1. 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.

13.2 The employees covered under this contract shall be entitled to a paid sick leave in accordance with the following schedule:

13.2.1 Employees who work a thirty-five [35] hour week shall be entitled to one hundred and five hours annually.

13.2.2 Employees who work a forty [40] hour week shall be entitled to one hundred twenty hours annually.

13.2.3 During the first year of employment an employee shall earn sick leave on a pro-rated basis.

13.3 Unlimited, unused sick leave may be accumulated from year to year subject to the terms of this contract.

13.4 Sick leave benefits shall be paid for work hours absent based upon the individual employee's regular straight time hourly rate.

13.5 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.

13.5.1 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, parent, child or a person residing with the member and is dependent upon the member.

13.6 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:

13.6.1 An employee is absent for three [3] consecutive days, or;

13.6.2 An employee is absent on the last scheduled work day before or the first scheduled work day after a holiday. The cost of the doctor's certificate shall be the responsibility of the employee.

13.7 Abuse of sick leave shall be cause for disciplinary action. 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.

13.8 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.

13.9 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.

13.10 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.

14. **SICK LEAVE INCENTIVE:**

Any employee, who shall use less than four [4] days or its hourly equivalent of sick leave in any year, shall receive:

14.1 A cash payment in the amount of three day's pay not to exceed Seven Hundred and Fifty Dollars (\$750.00) payable within sixty days after the end of the calendar year for which the incentive was earned.

OR;

14.2 An additional three (3) 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.

If the employee elects to receive the days instead of the cash payment, then two [2] of the days shall require seventy-two [72] hours advance notice that the employee intends to use the days and the remaining day may be used without the advance notice.

15. **WORKER'S COMPENSATION SUPPLEMENTAL PAY:**

15.1 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:

15.2 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.

15.3 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.

16. PAYMENT OF ACCUMULATED SICK LEAVE:

16.1 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).

16.2 The payment shall be made in a lump sum payment within thirty [30] days after the date of retirement.

16.3 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.

16.4 Payment made under this Section shall not be considered as earnings or annual compensation for pension purposes.

17. MILITARY LEAVE:

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.

18. JURY LEAVE:

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 [a] has notified his or her Department Head immediately upon receipt of a summons for jury duty; [b] the employee has not voluntarily sought jury service; [c] the employee is not attending jury duty during vacation and/or other time off from Township employment; [d] the employee submits adequate proof of the time served on the jury duty and the amount received for the service. 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.

19. LEAVE OF ABSENCE FOR DEATH IN FAMILY:

An employee will be allowed the following time off in the case of the death of:

19.1 Father, Mother, Grandfather, Grandmother, Spouse, Son, Daughter, Brother, Sister, Grandchild, Father-In-Law, Mother-In-Law, Son-In-Law, Daughter-In-Law, or a person residing with the member and is dependent upon the member, from day of death up to the equivalent of one [1] work week.

19.2 Employees who need additional time beyond that provided in Section 19.1 may receive up to an additional work week of bereavement leave utilizing any combination of sick leave, vacation leave and compensatory time.

19.3 Uncle, Aunt, Nephew, Niece, Brother-In-Law, Sister-In-Law, Cousin of the first degree, the Day of Burial.

19.4 Employees who need additional time beyond that provided in Section 19.3 may receive up to an additional work week of bereavement leave utilizing any combination of sick leave, vacation leave and compensatory time subject to the approval of the Department Director.

20. UNIFORMS:

Building Maintenance employees and Animal Control Officers shall be provided with uniforms by the Township as follows:

20.1 Each full-time Building Maintenance employee shall be provided:

20.1.1 Five [5] uniforms provided through the township's negotiated uniform contract. Employees will have access to cleaning services through this contract.

20.1.2 One pair of work boots that meet the ANSI standard annually not to exceed \$200.

20.2 The Township shall provide full-time Animal Control Officers with five [5] uniforms. 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 full-time Officers with a sixty [\$60] dollars per month allowance for expenses incurred for cleaning and maintaining uniforms. Payments shall be made annually. No payments shall be made for any MONTH during which the individual does not work at least the equivalent of one [1] week.

20.3 No Township uniform shall be worn by an employee except when actually on duty or when en route to report for duty or returning home after duty.

21. COMPENSATORY TIME:

21.1 Compensatory time may be allowed with the agreement of the Township and the employee. Authorization by the Township shall be approved by the Township Manager, or designee, in accordance with procedures established by the Township Manager.

21.2 Compensatory time may be accumulated in accordance with the Fair Labor Standards Act, as applicable to municipalities, provided that the accumulation has been approved by the Township Manager.

21.3 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.

21.4 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. Approval will be based upon the needs of the Township and will not be granted in the event there is insufficient staffing or additional cost will be incurred.

21.5 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. Any time carried over under this provision shall be used no later than March 31.

22. HOURS OF WORK AND OVERTIME PAY:

22.1 All clerical and administrative employees work a five-[5] day, thirty-five [35] hour work week. Building Maintenance employees and Animal Control Officers work a forty [40] hour work week.

22.2 Lunch Periods and Breaks:

22.2.1 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".

22.2.2 Employees who are "on call" are classified as forty [40] hour work week employees and are paid for the lunch period.

22.2.3 Employees on a lunch period shall be recalled to duty during that lunch period only in the event of an emergency necessity.

22.2.4 Employees shall also be entitled to two [2] fifteen [15] minute breaks during the working day with one usually scheduled in the morning and one usually scheduled in the afternoon.

22.3 Overtime pay shall be provided, as required by law.

22.3.1 Administrative and Clerical Employees. 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.

22.3.2 Building Maintenance Employees and Animal Control Officers. 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.

22.3.3 Building Maintenance employees will be paid at 2x (Double time) between the hours of 12 am and 6am.

22.4 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.

22.5 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.

22.6 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.

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

22.8 All paid time off [such as vacation time, holidays and sick time] shall be considered time worked, for the purpose of computing overtime pay.

22.9 An employee called in or returning to work when not regularly scheduled to work shall be guaranteed at least three hours work.

22.10 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.

22.11 In the absence of an emergency, the Township shall provide ten [10] days advance notice to any employee whose schedule is being modified.

23. **TRAINING PROGRAMS:**

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.

24. **REPLACEMENT OF LOST OR DAMAGED PERSONAL PROPERTY:**

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 eye-glasses.

25. **INSURANCE:**

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

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

25.3 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 an expedited arbitration. Pending conclusion of the arbitration, no change of plans or carriers will be made.

25.4 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.

26. **INSURANCE BUY-BACK:**

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 (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 NJSA4A:10-17.1 and State Health Plan Rules and Regulations.

27. **UNION VISITATION & BUSINESS:**

27.1 A properly designated representative of AFSCME Council 71, 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.

27.2 The Township will provide release time, up to the equivalent of fifteen [15] days; one hundred and five [105] hours to be shared between a maximum of two (2) persons as designated by the President of the Union for the purpose of attending Union conventions and meetings or for the conducting of Union business.

27.3 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.

27.4 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.).

27.5 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 procedure, 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.

28. NOTIFICATION TO THE UNION OF PROPOSED LAYOFFS:

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.

29. PAYROLL DEDUCTION OF UNION DUES:

29.1 The Township agrees to deduct the dues of members of the Union on the 1st day of hire to the Township from the wages due to those members in accordance with information provided to the Township's Treasurer and signed by the Union President. The Union agrees that any changes in the membership of the Union by adding new members or by deleting existing members and any changes in the amount of the dues to be deducted shall require that new information shall be provided to the Township's Treasurer and that such certification shall be provided within fifteen [15] days of the change. The Township shall be under no obligation with respect to any changes in the membership or the amount of the dues until the first payroll occurring fifteen [15] days after the information is provided to the Township's Treasurer.

29.2 Representation Fee in Lieu of Dues: The Township agrees, in accordance with the provisions of *N.J.S.A. 34:13A-5.5* to deduct from the wages due to non member employees included within the bargaining unit, as defined in Section 3 of this Agreement, a Representation Fee in Lieu of Dues for services rendered by the Union in an amount equivalent to eighty-five [85%] percent of the regular membership dues, initiation fees and assessments charged by the Union to its own members. The procedures set forth in Section 29.1 for certification of the dues required from members shall apply to the Representation Fee in Lieu of Dues.

30. **FULL UNDERSTANDING AND PAST PRACTICES:**


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

31. TERM OF AGREEMENT:

This Agreement shall be in full force and effect from **January 1, 2016 through December 31, 2019**, and for succeeding periods of **twelve [12] months** unless either party shall notify the other in writing prior to **September 1, 2019** 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.

ATTEST:


Sarah Wooding
Township Clerk

TOWNSHIP OF WILLINGBORO

By

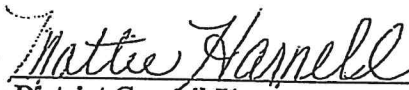


Mayor Nathaniel Anderson

ATTEST:

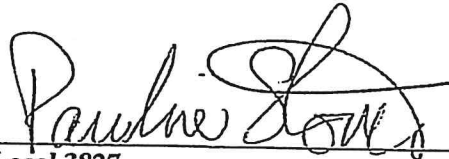
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, District Council 71, Local 3827

By



For District Council 71

By



For Local 3827