

COLLECTIVE BARGAINING AGREEMENT

Between

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

District Council 71, Local 3827

and the

TOWNSHIP OF WILLINGBORO

for the period

January 1, 1997 - December 31, 2000

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This Agreement, is made and entered into this _____th day of _____ 1997, by and between the Township Council of the Township of Willingboro, a municipal corporation of the State of New Jersey, hereafter referred to as the "Township"; and AFSCME Council 71, Local 3827 hereafter referred to as the "Union";

In consideration of the mutual promises contained herein, It is Hereby Agreed as follows:

1. GENERAL PURPOSE:

1.1 This Agreement is entered into in order to promote harmonious relations between the Township and the Union to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the full agreement between the parties concerning all terms and conditions of employment.

1.2 It shall be the mutual objective of the Union and the Township to provide for uninterrupted public services to the general public. The Union agrees that during the term of this Agreement, neither the Union, nor anyone acting on its behalf, will cause, authorize, support or take part in any strike, work stoppage, slowdown, walk-out, or other job action against the Township. Participation in any of the above shall be deemed grounds for disciplinary action up to and including termination of employment. The Union will actively discourage any strike, work stoppage, slowdown, walkout or other job action against the Township.

1.3 Nothing contained in this Agreement 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 Agreement 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 Agreement.

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

3. RECOGNITION OF BARGAINING UNIT:

3.1 The Township recognizes, in accordance with the Certification issued by the Public Employment Relations Commission, the Union as the sole and exclusive collective negotiating representative for the job titles specified in the Certification issued to the Union by the Public Employment Relations Commission (PERC) pursuant to the "Agreement for Consent Election" dated August 6, 1991, as follows:

Account Clerk	Principal Tax Clerk
Administrative Clerk	Tax Searcher
Animal Control officer	Principal Payroll Clerk
Assessing Clerk	Recreation Supervisor
Building Maintenance Worker	Senior Clerk Transcriber
Clerk Typist	Senior Clerk Typist
Code Enforcement Officer	Principal Data Entry Machine Operator
Crime Prevention Aide/Typist	Recreation Leader/Senior Center
Director of Welfare	Recreation Leader/Social Activities
Fire Official	Senior Police Records Clerk Transcriber
Omnibus Driver	Senior Tax Clerk/Registrar of Vital
Permit Clerk	Statistics
Principal Account Clerk	Senior Building Maintenance Worker
Principal Assessing Clerk Typist	Senior Payroll Clerk
Principal Clerk Typist	System Analyst

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

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 30 days before the implementation of the rules and regulations and to allow the Union to submit comments on the rules and regulations with the 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 Agreement 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 Agreement, is defined as an alleged breach, misinterpretation or misapplication of terms of this Agreement. 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 Agreement shall be on terms which would violate any other provision of this Agreement, 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 An aggrieved person must first reduce the grievance to writing and submit it to the appropriate Department Head within fifteen (15) calendar days of the occurrence of the event giving rise to the grievance or within fifteen (15) calendar days of when the aggrieved person should reasonably have known of its occurrence. The written grievance shall be dated and signed by the aggrieved party and shall set forth the facts upon which the grievance is based, including dates and names of other persons involved, the provision(s) of this Agreement that are alleged to have been violated, and the remedy desired. The Department Head 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 Department Head where the written grievance is to be considered by the Department Head.

5.5 If the aggrieved person is not satisfied with the decision rendered in Section 5.4 or if no decision is rendered within the time specified, it shall be presented to the Township Manager within seven (7) days after the decision is rendered or after the expiration of the period provided for in Section 5.4 if no decision is rendered. The written grievance shall include the information set forth in Section 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 Head and the President of Local 3827 and to Council 71. The Township Manager shall meet with the aggrieved person and a representative of the Union in an attempt to adjust the matter within fifteen (15) business days and shall render a decision in writing within 15 business days of the meeting..

5.6 If a grievance is not appealed within the time limits set forth above, the grievance shall be deemed settled.

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 Township Manager shall meet with a representative of the Union in an attempt to adjust the matter within fifteen (15) business days, and shall render a decision in writing within fifteen (15) business days of the hearing.

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.

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 Agreement. 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 document 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 agreement.

7.7 An employee shall have the right to review his or her personnel records at all times, provided that requests of 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. Part-time employees with continuous service to the Township, who have become full-time employees will have their part-time service prorated.

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 the Agreement, and the Township shall furnish copies of same to 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 newly-created positions, except for appointments by the Township Council, 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 5 days after filling the vacancy or newly-created position with the name of the individual selected.

10. SALARY: The schedule below is established as the annual salary rates in effect for members of the bargaining unit during the term of this Agreement:

1997		3.75% INCREASE						
GRADE	INCREMENT	A	B	C	D	E	F	G
A2	471	17,190	18,170	19,144	20,117	21,094	22,068	23,042
A4	519	18,953	20,030	21,104	22,177	23,252	24,327	25,397
A6	572	20,889	22,074	23,257	24,440	25,628	26,810	27,997
A7	601	21,935	23,175	24,422	25,665	26,908	28,153	29,398
A9	663	24,176	25,549	26,919	28,292	29,665	31,038	32,409
A10	696	25,389	26,829	28,268	29,709	31,149	32,591	34,032
A12	767	27,981	29,568	31,158	32,742	34,331	35,917	37,505
A14	847	30,851	32,603	34,358	36,108	37,861	39,614	41,368
A15	888	32,390	34,229	36,066	37,907	39,741	41,579	43,839
A17	978	35,710	37,734	39,761	41,783	43,808	45,836	47,853

1998		3.75% INCREASE						
GRADE	INCREMENT	A	B	C	D	E	F	G
A2	471	17,835	18,851	19,862	20,872	21,885	22,895	23,906
A4	519	19,664	20,781	21,895	23,008	24,124	25,240	26,349
A6	572	21,672	22,902	24,129	25,357	26,589	27,815	29,047
A7	601	22,757	24,044	25,338	26,627	27,917	29,208	30,500
A9	663	25,082	26,508	27,928	29,353	30,778	32,202	33,625
A10	696	26,341	27,835	29,328	30,823	32,317	33,813	35,308
A12	767	29,031	30,677	32,327	33,970	35,618	37,264	38,911
A14	847	32,008	33,826	35,646	37,462	39,281	41,099	42,920
A15	888	33,604	35,513	37,418	39,329	41,232	43,138	45,482
A17	978	37,049	39,149	41,252	43,350	45,451	47,555	49,647

1999		3.25% INCREASE						
GRADE	INCREMENT	A	B	C	D	E	F	G
A2	471	18,415	19,464	20,507	21,550	22,597	23,639	24,683
A4	519	20,303	21,456	22,607	23,756	24,908	26,060	27,206
A6	572	22,377	23,646	24,913	26,181	27,454	28,719	29,991
A7	601	23,497	24,825	26,161	27,492	28,824	30,158	31,491
A9	663	25,898	27,369	28,836	30,306	31,778	33,248	34,718
A10	696	27,197	28,739	30,281	31,825	33,367	34,912	36,456
A12	767	29,974	31,673	33,377	35,074	36,776	38,475	40,176
A14	847	33,048	34,925	36,805	38,680	40,558	42,435	44,314
A15	888	34,696	36,667	38,634	40,607	42,572	44,540	46,961
A17	978	38,253	40,421	42,593	44,759	46,928	49,100	51,261

2000		3.25% INCREASE						
GRADE	INCREMENT	A	B	C	D	E	F	G
A2	471	19,013	20,096	21,174	22,250	23,331	24,408	25,485
A4	519	20,963	22,154	23,341	24,528	25,718	26,907	28,090
A6	572	23,104	24,414	25,723	27,032	28,346	29,653	30,966
A7	601	24,261	25,632	27,011	28,386	29,761	31,138	32,515
A9	663	26,739	28,259	29,773	31,291	32,811	34,329	35,846
A10	696	28,081	29,673	31,265	32,859	34,452	36,047	37,641
A12	767	30,948	32,703	34,462	36,214	37,971	39,726	41,481
A14	847	34,122	36,060	38,001	39,937	41,876	43,814	45,755
A15	888	35,824	37,859	39,890	41,927	43,955	45,988	48,487
A17	978	39,496	41,735	43,977	46,214	48,454	50,696	52,927

10.1 It is the intention of this Agreement to provide an increase in the annual salary for all titles covered by this Agreement of three and three quarters percent (3.75%) as of January 1, 1997; three and three quarters percent (3.75%) as of January 1, 1998; three and one quarter percent (3.25%) as of January 1, 1999 and three and one quarter percent (3.25%) as of January 1, 2000.

10.2 Any retroactive salary adjustments provided by this Agreement shall be paid within thirty (30) days after ratification and execution of this Agreement by the parties.

10.3 It is understood and agreed that the lettered positions in the salary schedules represent annual increments. It is further understood that if a member is promoted to a higher position he or she shall receive a base salary that is at least one increment greater than his or her previous base salary.

10.4 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.

10.5 The payroll for hourly employees will be based on payroll records submitted to the Township Treasurer two 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.

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
Presidents' 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 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 agreement, that employee shall receive the holiday pay, in addition to the regular pay earned.

11.5 Permanent part-time employees will receive a pro-rata share of holiday time, based on the number of hours that the employee would have been regularly scheduled to work on the specific holiday. A permanent part-time employee not regularly scheduled to work on the specific holiday will not receive any holiday pay for that holiday. It is the intention of this provision that a permanent part-time employee shall not suffer the loss of pay as the result of a holiday falling on a day on which the permanent part-time employee is regularly scheduled to work.

11.6 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 Agreement shall be entitled to paid vacation in accordance with the following schedule:

12.1 For employees on a thirty-five (35) hour per week work 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 year of employment and thereafter

12.2 For employees on a forty hour 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 year of employment and thereafter

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

12.4 Earned vacation leave for one 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.

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 Agreement shall be entitled to 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 Agreement.

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 of payment of sick leave whenever it appears reasonable, to include but not limited to the following:

- (1) an employee is absent for three (3) consecutive days;
- (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: A member who shall utilize three (3) days or less or its hourly equivalent of sick leave, shall receive an additional three personal days or its hourly equivalent. The three (3) personal days shall vest in the employee on the first day of the new year; the days may not be carried over into a new year, and will be forfeited if not used.

15. WORKER'S COMPENSATION SUPPLEMENTAL PAY: 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:

15.1 For employees employed five (5) years or less, the Township shall continue the full salary for a period of three (3) months. 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.

15.2 For employees employed more than five years, the Township shall continue the full salary for a period of six (6) months. 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 For employees employed more than ten years, the Township shall continue the full salary for a period of nine (9) months. 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.

15.4 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 Worker's Compensation Insurance, provided the employee continues to be eligible for such insurance payments.

16. PAYMENT OF ACCUMULATED SICK LEAVE:

16.1 Members of the bargaining unit shall be able to accumulate unlimited sick leave during their employ with the Township.

16.2 Members hired before April 1, 1993, upon retirement or death, shall be entitled to full payment for the first fifty (50) days of accumulated sick leave; or seventy percent (70%) of the total accumulation of sick leave, whichever is greater. This payment shall be made provided that the member had accumulated sick leave in excess of Seven Thousand Five Hundred (\$7,500.00) dollars, as of April 1, 1993, and the value of that accumulated leave has not been reduced through use at any time after that date. Should the value of the accumulated sick leave be reduced below the amount of \$7,500, at any time, than the maximum payment at termination or death shall be as provided in section 16.3.

16.3 Members hired after April 1, 1993, upon retirement or death, shall be entitled to full payment for the first fifty (50) days of accumulated sick leave; or seventy percent (70%) of the total accumulation of sick leave, whichever is greater, provided that the total payment shall not exceed Seven Thousand Five Hundred (\$7,500.00) dollars.

16.4 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.

16.5 The payment shall be made in a lump sum payment within thirty (30) days after the date of retirement or the Township and the retiring member may enter into an agreement for the Township to make the payment required herein over a period of not more than three (3) years. In the event of an agreement for the payments to be made over a three (3) year period, the payment shall be made in three installments with the first payment of one third of the amount due to be paid by the second pay after the date of retirement or, as to a deceased employee, within thirty days after the date of death; the second payment of an additional one-third of the amount due shall be paid on the

first annual anniversary of the date of retirement or the date of death; the third and final payment of the remaining balance shall be paid on the second anniversary of the date of retirement or the date of death. The second annual payment shall include an additional amount representing interest on the unpaid principal balance from the date of retirement or the date of death to the date of the second annual payment. That interest shall be computed on the basis of simple interest for one year at the rate established for United States Treasury Bills at the first Treasury Bill auction occurring after the date of retirement or the date of death. The third and final annual payment shall include an additional amount representing interest on the unpaid principal balance remaining after the second annual payment and shall be computed on the basis of simple interest for one year at the rate established for United States Treasury Bills at the first Treasury Bill auction after the date of the second annual payment.

16.6 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, or 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 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:** Maintenance employees and animal control officers shall be provided with uniforms by the Township as follows:

20.1 Each full time maintenance employee shall be provided with five (5) uniforms. Part time maintenance employees shall be provided with a number of uniforms equal to the number of days that they are regularly scheduled to work in each week. The Township shall be responsible for the provision, maintenance and cleaning of uniforms. It shall be the responsibility of the employee to provide reasonable and ordinary care of the uniform.

20.2 The Township shall provide full-time Animal Control Officers with five uniforms. Part-time Animal Control Officers shall be provided with the number of uniforms equal to the number of days that they are regularly scheduled to work in each week. Animal Control Officers shall be responsible for cleaning and repair of the uniforms issued by the Township. It shall be the responsibility of the Officer to provide reasonable and ordinary care of the uniform. The Township shall provide full-time Animal Control Officers with thirty (\$30.00) dollars per month for expenses incurred by the employees for the cleaning and maintaining of uniforms provided. No payments shall be made for any month during which the individual does not work at least the equivalent one 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. **LONGEVITY PAYMENTS:**

21.1 For those members who were employed by the Township as of November 1, 1993, the longevity program shall continue in effect as it existed on that date, as follows:

21.1.1 For members employed as of December 31, 1984. A member 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 above the employee's base pay, beginning with the next payperiod following the date of completion of the applicable number of years of service:

Completion of 8 years -	One Increment
Completion of 12 years -	Two Increments
Completion of 16 years -	Three Increments
Completion of 20 years -	Four Increments

21.1.2. 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 above 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 -	Five Hundred Dollars
Completion of 12 years -	One Thousand Dollars
Completion of 16 years -	One Thousand Five Hundred Dollars
Completion of 20 years -	Two Thousand Dollars

21.2 No member hired by the Township on or after November 1, 1993, shall hereafter become eligible for longevity payments.

22. COMPENSATORY TIME:

22.1 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.

22.2 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.

22.3 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 Agreement.

22.4 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.

22.5 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 not later than March 31.

23. HOURS OF WORK AND OVERTIME PAY:

23.1 All clerical and administrative employees work a five-day, thirty-five (35) hour work week. Building maintenance personnel and Animal Control Officers Work a forty (40) hour work week.

23.2 Lunch Periods and Breaks.

23.2.1 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."

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

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

23.2.4 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.

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

23.3.1 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 hours per week

23.3.2 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 hours per week.

23.4 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.

23.5 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.

23.6 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.

23.7 Overtime shall be paid currently, or at least no later than the second payperiod after the overtime was performed.

23.8 All paid time off (such as vacation time, holidays and sick time) shall be considered time worked, for the purpose of computing overtime pay.