

AGREEMENT

BETWEEN

THE TOWNSHIP
OF
WINSLOW

CAMDEN COUNTY
COUNCIL NO. 10 N.J.C.S.A.

JANUARY 1, 1993 to DECEMBER 31, 1994

TABLE OF CONTENTS

	Page
Preamble.....	1
Recognition.....	1
Management Rights.....	1
Check Off.....	2
Agency Shop.....	3
Work Schedule.....	4
Overtime.....	5
Call In Time.....	6
Rates of Pay.....	6
Insurance.....	8
Sick Leave With Pay.....	9
Military Leave.....	10
Jury Duty.....	11
Court Time.....	11
Emergency Leave.....	11
Bereavement Leave.....	11
Maternity Leave.....	12
Personal Days.....	12
Fringe Benefits.....	12
Seniority.....	14
Holidays.....	15
Differential Pay.....	16
Vacations.....	16
Longevity.....	17

Employee Rights.....	18
Safety and Health.....	19
Equal Treatment.....	19
Grievance Procedure.....	20
Workers' Compensation.....	23
General Provisions.....	23
Probationary Employees.....	24
Leave of Absence Without Pay.....	24
Separability and Savings.....	25
Duration.....	25
Salary Schedule.....	S1 to S8
(Alphabetical)	

PREAMBLE

"This Agreement entered into this 15th day of September, 1993, by and between the TOWNSHIP OF WINSLOW, hereinafter the "Township" and CAMDEN COUNTY COUNCIL NO.10, NEW JERSEY CIVIL SERVICE ASSOCIATION, hereinafter the "Union", has as its purpose the promotion of harmonious relations between the Township and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment, and represents the complete and final understanding on all the bargainable issues between the Township and the Union."

ARTICLE I

RECOGNITION

The Township of Winslow recognizes the Council as being the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications listed and attached hereto and by reference made a part of this agreement, and for such additional classifications as the parties may later agree to include.

The Township shall notify the Union in writing prior to the creation of new titles, of new classifications of employees, or the filling of existing positions. Compensation for such new titles shall not be established without prior negotiations with Council No. 10.

ARTICLE II

MANAGEMENT RIGHTS

The Employer reserves and retains all of its rights to manage the business of the Township. The sole and exclusive rights of the Employer shall specifically include but not be limited to its right to select and determine the number and type of employees required; to assign work, including regular and overtime work; to establish and change work schedules and assignments; to transfer, promote or demote employees or to layoff for lack of work or other legitimate reasons; and to adopt and enforce reasonable rules for the maintenance of discipline and orderly operation of the Township employees, unless specifically limited by this Agreement or by law.

ARTICLE III

CHECK OFF

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and verified by the Treasurer of the Union, during the month following the filing of such card with the Township.

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

D. If during the life of this Agreement there shall be any changes in the rate of membership dues, the Union shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the President of the Union or Local Representatives advising of such changed deduction.

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

F. Any such individual written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Treasurer. The filing of notice of withdrawal shall be effective to terminate deductions in accordance the N.J.S.A. 52:14-15.9e as amended.

G. The Union shall indemnify, defend, and save the Township hold harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Township if in reliance upon information furnished by the Union or official notification on the letterhead of the Union and signed by the President of the Union or Local Representative.

ARTICLE IV

AGENCY SHOP

A. The Township agrees to deduct the fair share fee from the earnings of those employees who work 20 hours per week or more and who elect not to become members of the Union and transmit the fee to the majority representative.

B. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

C. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty five (85%) percent of the regular membership dues, fees, and assessments.

D. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

E. Prior to January 1st and July 31st of each year, the Union shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Township, and to all employees within the unit the information necessary to compute the fair share fee for services enumerated above.

F. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

G. The Union shall indemnify, defend, and save the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

ARTICLE V

WORK SCHEDULE

A. The regularly scheduled work week shall consist of:

1. General Office Personnel, 35 hour work week Monday through Friday with one (1) hour lunch, starting time at 8:30 ending 4:30.

2. Police Clerical, 40 hour work week Monday through Friday with half hour ($\frac{1}{2}$) lunch, starting time 8:00 ending 4:30.

3. Department of Public Works, Department of Parks and Recreation, 40 hour work week Monday through Friday starting at 7:00 ending 3:30 with half hour ($\frac{1}{2}$) for lunch.

4. Water and Sewer, 40 hour work week starting at 7:30 ending at 4:00 with half hour ($\frac{1}{2}$) for lunch. The Township reserves the right to add an additional shift and schedule employees as needed.

5. Communications Operators and Trainees, the work schedule of days, hours and shifts as currently exists in the police department based on a five (5) platoon work schedule. Police Dispatchers shall also be scheduled for three (3) training days per year on no less than five (5) days advance notification.

B. The regular starting time for the work shifts will not be changed without first negotiating such changes with the Union.

C. Where the nature of the work involved requires continuous operations on a twenty-four (24) hour per day, seven (7) days per week basis, employees so assigned will have their schedules arranged on the shift assigned in a manner which will assure, on a rotation basis, that all employees will have an equal share of Saturdays and Sundays off, distributed evenly throughout the year insofar as practicable.

D. Where more than one work shift per day within a given classification exists, employees will be given preference of shifts in accordance with their seniority. Such preference will be exercised only when vacancies occur or when for other reasons changes in the number of employees per shift are being made.

E. All employees covered by this Agreement shall receive a salary predicted on the appropriate hourly rate for their title multiplied by the actual number of hours that comprise the scheduled work week.

F. The work schedule of days, hours and shifts shall continue for the duration of this contract unless otherwise amended by mutual consent through collective negotiations between the Township and the Union.

ARTICLE VI

OVERTIME

A. Overtime refers to any time worked beyond the regular hours of duty and is granted only when an employee is ordered to work by a Department Head.

B. Time and one-half the full time employee's rate of pay shall be paid for the work under any of the following conditions:

1. All work performed in excess of the employee's regular hours of duty in any one day.
2. All work performed in excess of the employee's regular hours of duty in any one work week. Hours for which time and one-half or double time is paid shall not be included in the base weekly hours.
3. All work performed on Saturday, except for those employees assigned on continuous operations.
4. Those employees whose regularly scheduled shift of duties requires them to work on a holiday shall receive time and one-half pay for the hours worked on that holiday, in addition to the holiday pay. Other employees who are required to work on a holiday shall receive time and one-half pay for the hours worked on that holiday in addition to a day's pay for the holiday as such.

C. Double time the employee's regular hourly rate of pay shall be paid for work performed on Sunday or in excess of all work in two consecutive shifts. This does not apply to those employees assigned on continuous operations.

D. Employees shall have the option of taking compensatory time in lieu of cash payment for overtime. If an employee chooses compensatory time in any instance, the amount of such time will be computed on the basis as set forth above. Compensatory time must be scheduled and approved by the applicable Department Head.

E. Overtime work shall be distributed as equally as possible among employees with the same classification. Employees may be required to work a reasonable amount of overtime. An employee may be excused from an overtime assignment provided he has presented a valid reason which has been approved by the Department Head. The Department Head may require an employee with the least seniority to work an overtime assignment.

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

G. In addition to the above, the Township recognizes its obligation under the Fair Labor Standards Act with respect to this Article.

ARTICLE VII

CALL IN TIME

If an employee is recalled to duty, he shall receive a minimum guarantee of two (2) hours compensation at the overtime rate, provided said recall duty is not immediately prior to or immediately after the employee's normal shift. The Township shall have the right to retain the employee on duty for the minimum time period.

ARTICLE VIII

RATES OF PAY

A. The pay scales for all employees covered by this Agreement shall be as the pay scales currently exist unless negotiated otherwise during the term of this Agreement.

B. Rates of compensation provided for in these regulations are fixed on the basis of full-time service in a full time position. If any position is, by action of the Township established on a basis of less than fulltime service, or if, with the approval of the Township, the incumbent of any full-time position is accepted for employment on a part-time basis only, the rate of compensation provided for the position (unless otherwise stated) shall be proportionately reduced in computing the rate of compensation payable for part-time service.

C. An employee who performs work in a higher paid classification than his normal assignment shall receive the higher rate for time worked. Employees working in a higher classification shall receive a minimum of one hour's pay at the higher rate. Fractions of hours worked thereafter shall be rounded off to the nearest hour. Any employee who is instructed to perform a lower hourly rated job shall continue to receive his normal hourly rate.

D. Employees covered under this Agreement will receive pay changes or increases as follows:

Beginning January 1, 1993, all employees covered by this collective bargaining agreement shall receive a salary/wage increase of four percent (4%) over the 1992 base salary/wage.

Beginning January 1, 1994, all employees covered by this collective bargaining agreement shall receive salary/wage increase of five percent (5%) over the 1993 base salary/wage.

E. A salary pay scale shall be attached setting forth the salary(ies) for each title in accordance with paragraph "D" herein.

F. Employees who perform "on-call" service shall receive a payment of \$1.50/hour for time "on-call", effective January 1, 1993. This provision shall apply only to employees in the Water and Sewer Departments who are required to be "on-call". However, should other employees be required by the Township to be "on-call" in the future, they shall also be entitled to the same "on-call" pay.

- G. 1. The Township agrees to deduct any amounts so authorized by any employee, in writing, for the Camden Council #10 Political Action Committee (P.A.C.). The total amount deducted will be forwarded to the designated individual per written instruction of Council #10, once per month, at a time convenient to the Winslow Township Treasury Department but no later than the 10th day of the following month.
2. Any employee recalled from lay-off status and within one year from the date of his or her most recent lay off from the township, shall receive an "after 90 day" pay rate for the title to which he or she has been recalled.

ARTICLE IX

INSURANCE

A. The existing benefits, unless otherwise amended herein, for health insurance, dental, prescription, life insurance, major medical and disability shall continue being available at their current level with co-pay beginning 1/1/94.

B. The Township agrees to allow the Employees covered by this agreement, after retirement, to purchase at the employee's expense, the Township's Group Health Insurance, at the group rate until the employee decides to terminate such coverage.

C. As it applies to non-accident disability insurance, a 12 day eligibility waiting period exists for the year 1993. Effective 1/1/94 the eligibility waiting period will be twenty (20) calendar days.

D. Beginning January 1, 1994 there shall be deducted from each employees pay participating in any group health insurance, dental, prescription, life/disability or major medical insurance, and represented by Camden Council 10, a premium co-pay as follows;

Single status - \$ 6.00 per month
Employee/Dependent(s) status - \$12.00 per month

ARTICLE X

SICK LEAVE WITH PAY

A. Sick leave is hereby defined to mean absence of any employee from duty because of personal illness which prevents his doing the usual duties of his position, exposure to contagious disease, or a short period of emergency attendance upon a member of his immediate family who is critically ill and requires the presence of the employee.

B. The term "immediate family" is hereby defined to include the following: mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, spouse, children or foster children of the employee, and grandmother and grandfather.

C. Any shift employee who is absent for reasons that entitle him to sick leave shall notify his supervisor promptly, but not later than one (1) hour before the employee's usual reporting time except in cases of extreme emergency where the employee is not able to do so. Other employees will provide the notification within one (1) hour of their scheduled starting time. Failure to give such notice may cause a denial of the use of sick leave for that absence and may constitute cause for disciplinary action.

D. Sick leave shall accrue for regular full-time employees at the rate of one (1) day per month during the first calendar year of employment and one and one quarter (1¼) days per month per year in every calendar year of employment thereafter, and shall accumulate from year to year. Part-time permanent employees shall be entitled to sick leave on a prorated basis. Employees covered by this Agreement shall be entitled to the use of all sick time, including the current year at the beginning of the first pay period of each year in accordance with Civil Service rules and regulations. Employees who are eligible for and receive disability benefits from the Township shall not have the period of disability leave charged against their sick leave entitlement except as provided in Paragraph F below.

E. If any employee is absent for three (3) consecutive work days (or after fifteen (15) days sick leave in any one (1) year) the Township may require acceptable evidence on the form prescribed. The nature of the illness and length of time the employee was absent shall be stated on a doctor's certificate. In any case where there is shown a pattern of abuse, the employer may require a doctor's certificate in order for the employee to receive paid sick leave.

F. In the event the employee has exhausted his accumulated sick leave and is sick, the absence may be charged to the employee's vacation, if any, provided that the employee agrees. Accumulated sick leave may be used by an employee receiving disability benefits from the Township to make up the difference between those benefits and full pay.

G. Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved upon the certification of the local Public Health Department.

H. Full-time temporary employees in the Township service shall be entitled to sick leave in the same amount and for the same reasons as provided for permanent employees.

I. Employees who retire may elect to sell their sick time accumulated from January 1, 1987, forward, for fifty percent (50%) of its value to a maximum of \$10,000.00.

ARTICLE XI

MILITARY LEAVE

A permanent employee who enters upon active duty in the United States Military Service in time of war or emergency or who is actively engaged in Reserve or National Guard duty will be granted a leave of absence in accordance with law.

ARTICLE XII

JURY DUTY

A. Employees shall be given time off without loss of pay when performing Jury Duty in the following circumstances:

1. In State Court, the employee shall serve without loss of pay and is allowed to retain any stipend for services.
2. In Federal Court, the employee shall receive full pay plus a maximum stipend of five (\$5.00) dollars paid by the Federal Court. All monies received by the employee in excess of five (\$5.00) dollars paid by the Federal Court in services as a Federal Juror shall be returned to the Township Treasurer's Office.

ARTICLE XIII

COURT TIME

A. Employees shall be given time off without loss of pay when commanded to appear as a witness and not a party before a court, legislative committee or judicial or quasi-judicial body.

ARTICLE XIV

EMERGENCY LEAVE

Employees shall be given time off without loss of pay when performing civilian duty in relation to national defense or other emergency when so ordered by the Governor of the State of New Jersey or the President of the United States.

ARTICLE XV

BEREAVEMENT LEAVE

A. In the event of death of a member of an employee's immediate family, the following leave of absence, with pay, shall be granted:

1. Five (5) working days off with pay shall be granted in the event of death of an employee's mother, father, or parental guardian, spouse, children of the employee, step child, brother, sister.

2. Three (3) working days off with pay shall be granted in the event of the death of an employee's grandmother, grandfather, step parents and foster children. Three (3) working days off with pay shall be granted in the event of death of an employee's mother-in-law, father-in-law, brother-in-law, sister-in-law.
3. One (1) working day off with pay shall be granted in the event of death of a spouse's grandmother and grandfather, spouse's step parents, aunts and uncles, and spouse's aunt and uncle.

ARTICLE XVI

MATERNITY LEAVE

Maternity leave shall be treated as sick leave when properly certified by a physician.

ARTICLE XVII

PERSONAL DAYS

All full-time employees shall be granted two (2) personal days per year upon at least 24 hour advance notification, except in an emergency, in accordance with the practice in their department. Unused personal days may be carried over and used in the next year only.

ARTICLE XVIII

FRINGE BENEFITS

A. Each employee shall be entitled to one fifteen (15) minute break for each half-day period of work (morning and afternoon and equivalent periods of shift work). Unused break times shall not be credited or accumulated.

B. Employees required to travel on authorized, necessary Township business and who are required to use their personal vehicle shall be reimbursed at twenty eight (28) cents a mile plus out-of-pocket expenses accompanied by acceptable documentation, effective the date of fully executing this contract.

C. Where employees, as a condition of their job, are required to use their vehicles for official Township business, the Township will provide appropriate insurance coverage for such use as a supplement to the employee's vehicle liability insurance.

D. Employee pension contributions and repayment of loans from the pension program will be deducted in equal payments from the first two (2) salary payments to an employee each month.

E. The Employer agrees to deduct the monthly credit union deductions from the pay of those employees who request in writing that such deductions be made subject to legality of the deductions and, if subsequently determined that said deductions cannot be made, the employer should be under no obligation to make same.

F. The Township agrees to provide transportation to and from training schools as incidental to the employee's position. For any schools at any area, the Township agrees to provide members covered under this Agreement, the daily round trip transportation in the form of a Township vehicle or payment for mileage at the rate of twenty-eight cents (28¢) per mile when such employee must use their own vehicle for same. The Township shall have the right to approve the particular training course and the employee involved. The purchase order procedure shall be used.

G. UNIFORMS - Those employees who, as a requisite of employment, are required by the Township to wear specified uniforms (as opposed to conforming to a specified reasonable dress code) shall either be furnished those uniforms or receive a uniform allowance as set forth below. Uniform allowances shall be prorated based upon the actual number of weeks on active pay status. The Township will keep a record of the title or persons required to wear uniforms and will furnish a list to the Union President annually upon request. At the Township's option, the Township may provide uniforms and the maintenance thereof. If such option is exercised, the uniform maintenance allowances of the Section shall not be applicable.

1. Employees required to wear uniforms which are not supplied by the employer shall be granted a uniform allowance of Three Hundred and Fifty Dollars (\$350.00) per annum.
2. The Township shall provide and maintain the uniforms of all full time, permanent, non-clerical employees in Public Works, Parks and Recreation, Public Buildings and Grounds, and Water and Sewer Departments. In addition, the Township

shall provide two (2) hooded jackets for sanitation laborers and one (1) hooded jacket for Water and Sewer Pumping Station Repairers, Water Meter Repairers, Water Repairers, Mechanics and Garage Attendants. Truck Drivers, Motor Broom Operators, all classes of Equipment Operators, Senior Park Maintenance Workers and Recreation Maintenance Workers, Laborers and Sanitation Driver.

3. Beginning in 1988, the C.P.I. shall be applied to the uniform allowance and the adjustment made accordingly. C.P.I. as used herein means the Consumer Price Index for all urban consumers, 1967=100, for the Philadelphia area as reported by the United States Department of Labor. The adjustment shall reflect the increase, if any, in the C.P.I. effective the same date one year previously.
4. Employees shall be responsible for their uniforms in the event of any loss and shall reimburse the Township for any such loss.

ARTICLE XIX

SENIORITY

A. Seniority is defined as an employee's total length of service with the employer, beginning with his original date of hire.

B. An employee having broken service with the employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when he was not employed by the employer.

C. If a question arises concerning two or more employees who were hired on the same date, the following shall apply: If hired prior to the effective date of this Agreement, seniority order in which such employees shall be determined by the order in which such employees are already shown on the employer's payroll records; first name, first preference etc. For employees hired on the same date subsequent to the effective date of of this Agreement, preference shall be given in alphabetical order on the employee's last name.

D. The employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification, and pay rate and shall furnish copies of same to the Representative once a year.

E. Except where New Jersey Civil Service Statutes require otherwise, in cases where provisional promotions, demotions, lay-offs, recalls and vacation schedules are concerned, an employee with the greatest amount of seniority shall be given preference provided he has the ability to perform the work involved and further provided that the exercise of such will have no adverse effect on productivity.

ARTICLE XX

HOLIDAYS

A. The following are paid holidays:

New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day (deleted effective 1994), Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Friday after Christmas when Christmas is on a Thursday and Christmas. To receive holiday pay, an employee must work his or her scheduled workday immediately before and after such holiday unless otherwise properly excused.

B. Holidays which fall within an employee's vacation period shall be celebrated at the employee's option, either immediately before or immediately following his vacation period.

C. It is understood that there shall be only one (1) day of celebration in the event the holidays are celebrated on a day other than the actual day of said holiday, and no additional day shall be received because of the adjustment on the day of celebration. This shall not apply to Lincoln's or Washington's Birthday.

D. Holidays which fall on Saturday shall be celebrated on the preceding Friday. Holidays which fall on a Sunday shall be celebrated on the following Monday.

E. Any employee who fails to work on any scheduled holiday shall receive no holiday pay for such holiday.

F. Hourly wage earning employees shall get holiday pay based on their normally scheduled hours per day.

ARTICLE XXI

DIFFERENTIAL PAY

A. Beginning January 1, 1991, differential pay shall be as follows:

1. Employees assigned to the 3rd shift beginning on or about midnight change from an hourly differential pay to 5% of base pay but not less than fifty cents (50) cents per hour.
2. Employees assigned to the 2nd shift beginning on or about 4:00 P.M. change from an hourly rate to 2½% of base pay but not less than twenty five (25) cents per hour.
3. If an employee's hours of work overlap between the 1st and 2nd shift, or 2nd and 3rd shift, for the convenience of the employer, differential pay shall be paid for those hours.

B. Differential pay shall be accumulated and be paid one time per year in the final paycheck of the appropriate contract year.

ARTICLE XXII

VACATIONS

A. Permanent full-time employees shall be entitled to the following annual vacation with pay:

1. All employees who have up to one (1) year of service shall receive one paid vacation day for each month of service at their straight time rate of pay.
2. After one (1) year and up to five (5) years years of continuous service, employees shall receive twelve (12) vacation days at the employee's straight time rate of pay.
3. All employees who have five (5) years of continuous service shall receive three (3) weeks vacation at the straight time rate of pay.
4. All employees who have more than five (5) years of service shall receive one (1) additional day's vacation for each additional year of service over five (5) years, not to exceed five (5) additional days or four (4) weeks vacation after ten (10) years of service.

5. All employees after twenty (20) years of service shall receive five (5) weeks of vacation.

Temporary full-time employees shall be entitled to vacation leave to the same extent such leave is provided for permanent employees. Temporary and permanent part-time employees shall receive vacation leave on a prorated basis, in accordance with the above schedule.

B. Where in a calander year the vacation leave or any part thereof is not used, such vacation periods shall accumulate and shall be granted during the next succeeding calendar year only subject to approval by the applicable Department Head.

C. If an employee dies having vacation credits, a sum of money equal to compensation figured on his/her salary rate at the time of death shall be calculated and paid to his/her estate.

D. Vacation time may be taken in days or one day at a time in accordance with current practice in each department.

E. Vacation selection shall be in accordance with current practice in each department.

ARTICLE XXIII

LONGEVITY

There shall be a new Article XXIII - Longevity reading as follows:

A. Longevity pay will be granted annually on or about December 1 of each contract year, in a seperate check to all full-time members of the bargaining unit with five or more years full-time service on that date, as per the following schedule:

	<u>1993</u>	<u>1994</u>
Five Years Service	350	350
Ten Years Service	600	600
Fifteen Years Service	850	850
Twenty Years Service	1,100	1,100

B. If an employee leaves the service of the Township prior to December 1, longevity based on length of service, shall be prorated and paid on or about December 1.

C. If an employee dies, the longevity shall be prorated and paid to the estate as soon as practicable.

D. Eligibility for longevity shall include continuous full-time service with the Township only. A layoff by the Township, and recall within two (2) years shall not be considered a break in service, but the actual layoff time shall not be counted as part of the service.

E. Any member suspended for thirty (30) days or more or who takes authorized voluntary leave of absence shall lose their prorated share of the longevity payment for the period of suspension or authorized voluntary leave of absence.

F. Longevity payments shall not be considered salary for pay change or increase purposes, nor shall they be considered as part of base salary.

ARTICLE XXIV

EMPLOYEE RIGHTS

A. Pursuant to Chapter 303, Public Laws 1968, the Township of Winslow hereby agrees that every employee shall have the right to freely organize, join, and support Council No. 10 and its affiliates for the purpose of engaging in collective negotiations and other concerned activities for mutual aid and protection. As a duly selected body exercising governmental power under Color of Law of the State of New Jersey, the Township undertakes and agrees that it shall not directly nor indirectly discourage, deprive, nor coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours of work, wages, and/or terms and conditions of employment by reason of his membership in Council #10 and its affiliates, collective negotiations with the Township or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.

B. Representatives of Council #10 shall be permitted time off to attend negotiating sessions with the Township relating to the negotiations of a collective bargaining agreement provided the efficiency of the department is not affected thereby.

C. Each employee shall have the right to inspect his personnel file on reasonable notice and at reasonable times, provided a supervisor is present at the time of the inspection.

D. The Township agrees to notify the employee if any material discriminatory to the employee is placed in his personnel file.

E. The Township shall maintain a separate file on each employee containing such records as medical, psychological and psychiatric examinations, pre-employment inquiries and background investigations.

ARTICLE XXV

SAFETY AND HEALTH

A. The employer shall at all times maintain safe and healthful working conditions, and will provide employees with any equipment or devices reasonably necessary in order to insure their safety and health.

B. In the case of an emergency affecting employees covered by this Agreement, declared by local appropriate authorities, it shall be the employer's duty to notify all Department Heads as soon as possible with respect to an appropriate course of action.

C. Employees must wear all safety equipment provided to them by the Township. Failure to do so shall subject the employee to possible disciplinary action.

D. The Township at the request of the employee, will provide yearly lab testing and physical exams for employees in the Water and Sewer Department. These tests shall include and be limited to:

AIDS virus
Tetanus shot

Water Department employees shall receive additional test for reasonable health and safety assurances.

ARTICLE XXVI

EQUAL TREATMENT

A. The Township and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, or political affiliation.

B. The Township and the Union agree that all members covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Union against any member because of the member's membership or non-membership or activity or non-activity in the Union.

C. The Township may establish reasonable and necessary rules of work and conduct for employees.

D. This Agreement shall be equitably applied to all employees covered by this Agreement.

ARTICLE XXVII

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be constructed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the department.

C. 1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application, or violation of policies, agreements and administrative decisions affecting them. With regard to the Township, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement.

2. With respect to employee grievances, no grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step One herein.

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

STEP ONE: The aggrieved or the Union shall institute action under the provisions hereof within ten (10) working days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the supervisor for the purpose of resolving the matter informally. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

STEP TWO: If no agreement can be reached orally within ten (10) working days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance in writing within ten (10) working days thereafter to the appropriate Department Head. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this contract violated, and the remedy requested by the grievant. The Department Head will answer the grievance in writing within ten (10) working days of receipt of the written grievance.

STEP THREE: If either party wishes to appeal the decision at Step Two, such appeal shall be presented in writing to the appropriate Department Director within ten (10) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Department Director shall respond in writing to the grievance within ten (10) working days of the submission.

STEP FOUR: If the grievance is not settled through Steps One, Two or Three, either party shall have the right within fifteen (15) working days to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the Township and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

- E. 1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and the laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add, to modify, detract from, or alter this Agreement or any amendment or supplemental thereto. The decision of the arbitrator shall be in writing with reasons therefore and shall be final and binding on the parties.

F. Union Representatives shall be permitted to confer with members of the Grievance Committee, employees, and Township officials on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township of Winslow or require the recall of off-duty employees.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, or the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last proceeding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been granted. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

H. The Township agrees to allow the Union representative a reasonable amount of time off from work, upon prior notice to the employee's supervisor, to attend to Union business provided such time does not interfere with the anticipated work assignments and without loss of pay.

I. The Township further agrees that all employees covered by this Agreement shall be granted reasonable time off from work to attend group meetings of the Union, when necessary and without loss of pay with prior notice to and approval of the Township.

ARTICLE XXVIII

WORKERS' COMPENSATION

A. When an employee is injured on duty, he/she shall receive workers' compensation benefits due plus the difference between the amount received as workers' compensation and his/her salary during the period of temporary disability up to a maximum of 45 working days.

B. In the event of continued disability beyond the 45 day period, the eligible employee will continue to receive workers' compensation benefits. If the employee is entitled to use and authorizes the Township to charge time to accumulated sick leave, the employee may receive the difference between the amount received as workers' compensation and his/her salary.

ARTICLE XXIX

GENERAL PROVISIONS

A. It is agreed that the Township and Council No. 10 may meet from time to time upon reasonable request of either party to discuss matters of general interest and concern, matters which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party, which shall reflect the precise agenda of the meeting. A seven (7) day advance notice will be given Council No. 10 or the Township.

B. Employees who are covered by this Agreement shall perform the duties and responsibilities outlined in the New Jersey Department of Personnel job specifications for their positions.

C. Agents of the Union who are not employees of the Township will be permitted to visit the employees during working hours at their work stations for the purpose of discussing Union representation matters, as long as there is no undue interference with the Employer's work and upon proper notice to the Township. Whenever an employee of the Township who is a representative of the Union is mutually scheduled to participate during work hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in regular pay or be charged with sick leave or vacation time. Employees will be allowed to leave their work stations for the attendance at such meetings and will be allowed a reasonable period of leave prior to and thereafter for the timely attendance at such meetings.

D. Delegates of the Union will be permitted to attend New Jersey Civil Service Association meetings and conventions, without loss of pay, in accordance with R.S. 38:23.2.

E. Employees returning from authorized leave of absence as set forth herein will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employees' rights, privileges or benefits.

F. The Township agrees eight (8) representatives of the bargaining unit shall be entitled to one (1) day leave with pay per year for the annual Union seminar.

G. No employee shall be suspended, fined, demoted, discharged or otherwise disciplined except for just cause. No meetings shall be held between any supervisor and any employee at which disciplinary action is taken or from which disciplinary action may result without the presence and participation of a Union representative.

ARTICLE XXX

PROBATIONARY EMPLOYEES

A. All employees with less than 90 days of employment shall be considered probationary employees.

B. Probationary employees shall receive the following benefits as provided for under state law: sick leave, vacation and workers' compensation.

ARTICLE XXXI

LEAVE OF ABSENCE WITHOUT PAY

A. A permanent employee holding a position in the classified service who is temporarily incapacitated to perform his/her duties due to either physical or mental reasons may be granted a special leave of absence, without pay, for a period not to exceed six (6) months. Said special leave may be extended for another period, not to exceed six (6) months with the approval of the Township. The Township may request a doctor's certificate be provided by the employee in connection with any special leave of absence granted or extended under this Section.

B. Any permanent employee desiring such special leave of absence, without pay, shall submit his/her request, in writing, stating the reasons why, in his/her opinion, the request should be granted along with the anticipated day of his/her return to duty.

ARTICLE XXXII

SEPARABILITY AND SAVINGS

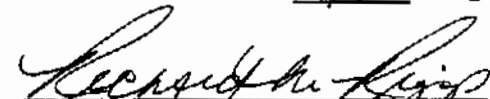
Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause, or clauses, only to the extent that any may be so in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions of the remainder of the clause, sentence, or paragraph in which offending language may appear.

ARTICLE XXXIII

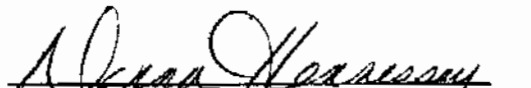
DURATION

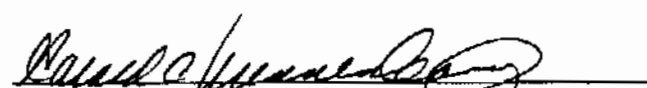
This agreement shall be in force and effect as of January 1, 1993 and shall remain in effect to and including December 31, 1994, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than one hundred twenty (120) days prior to the expiration of this agreement of a desire to change modify or terminate this agreement.


In Witness Whereof the parties hereunto set their hands and seals this 15th day of September, 1993.

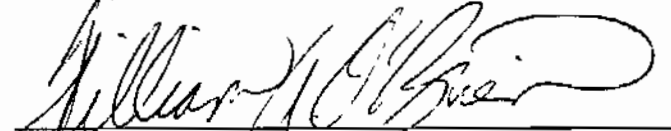

Richard Riggs, President


Albert K. Brown, Mayor


Member Winslow Township
Council 10 Negotiating Team


Ronald C. Nunnenkamp, RMC
Clerk/Administrator,


Council 10 Representative


William O'Brien, Committeeman
Township Negotiator


Council 10 Representative

1993 - 1994

SALARY SCHEDULE

<u>TITLE</u>	<u>JANUARY 1, 1993</u>	<u>JANUARY 1, 1994</u>
Account Clerk Typing		
First 90 days	9.38	9.85
After 90 days	11.07	11.62
Administrative Secretary		
First 90 days	13.87	14.56
After 90 days	15.35	16.12
Animal Control Officer		
First 90 days	11.70	12.29
After 90 days	12.98	13.63
Assessing Clerk Typing		
First 90 days	9.38	9.85
After 90 days	11.07	11.62
Assessor Trainee		
First 90 days	12.62	13.25
After 90 days	14.01	14.71
Building Inspector		
First 90 days	13.90	14.60
After 90 days	15.30	16.07
Building Inspector Trainee		
First 90 days	12.62	13.25
After 90 days	14.01	14.71
Building Maintenance Worker		
First 90 days	9.59	10.07
After 90 days	10.65	11.18
Building Service Worker		
First 90 days	9.31	9.78
After 90 days	10.34	10.86

Building Service Worker
(part time)

First 90 days	9.31	9.78
After 90 days	10.34	10.86

Cashier

First 90 days	13.03	13.68
After 90 days	14.44	15.16

Clerk Typist

First 90 days	8.55	8.98
After 90 days	9.38	9.85

Clerk Typist
(part time)

First 90 days	8.55	8.98
After 90 days	9.38	9.85

Communications Operator

First 90 days	11.93	12.53
After 90 days	13.14	13.80

Communications Operator Part time

First 90 days	11.93	12.53
After 90 days	13.14	13.80

Communications Operator
Trainee

First 90 days	9.44	9.91
After 90 days	10.65	11.18

Complaint Investigator

First 90 days	10.92	11.47
After 90 days	12.14	12.75

Data Entry Machine
Operator

First 90 days	9.38	9.85
After 90 days	11.66	12.24

Deputy Municipal Court
Clerk (typing)

First 90 days	13.87	14.56
After 90 days	15.35	16.12

Director of Welfare

First 90 days	13.16	13.82
After 90 days	14.64	15.37

Equipment Operator+

First 90 days	13.92	14.62
After 90 days	15.46	16.23

+Any employee holding this title as of the effective date of this Agreement who is paid a rate higher than set forth on the Salary Schedule shall receive his current hourly rate plus the negotiated increases.

Garage Attendant

First 90 days	11.19	11.75
After 90 days	12.43	13.05

Heavy Equipment Operator - Public Works

First 90 days	15.14	15.90
After 90 days	16.82	17.66

Heavy Equipment Operator

First 90 days	14.51	15.24
After 90 days	16.12	16.93

Heavy Equipment Operator
(part time)

First 90 days	14.51	15.24
After 90 days	16.12	16.93

Laboratory Technician, Water
Analysis/Pumping Station Repairer,
Senior Water Repairer

First 90 days	13.25	13.91
After 90 days	14.72	15.46

Laborer

First 90 days	9.31	9.78
After 90 days	10.34	10.86

Laborer, Parks

First 90 days	9.31	9.78
After 90 days	10.34	10.86

Laborer/Sign Maker
(Wood and Metal)

First 90 days	13.04	13.69
After 90 days	14.48	15.20

Maintenance Repairer Mason

First 90 days	14.37	15.09
After 90 days	15.95	16.75

Mechanic

First 90 days	14.26	14.97
After 90 days	15.85	16.64

Motor Broom Driver

First 90 days	14.02	14.72
After 90 days	15.57	16.35

Municipal Court Attendant

First 90 days	8.38	8.80
After 90 days	9.21	9.67

Permit Clerk

First 90 days	10.98	11.53
After 90 days	12.21	12.82

Police Records Clerk

First 90 days	9.38	9.85
After 90 days	11.07	11.62

Police Records Clerk
(typing)

First 90 days	9.38	9.85
After 90 days	11.07	11.62

Principal Account Clerk
(typing)

First 90 days	11.20	11.76
After 90 days	12.42	13.04

Principal Assessing Clerk

First 90 days	11.20	11.76
After 90 days	12.42	13.04

Principal Clerk Typist

First 90 days	11.20	11.76
After 90 days	12.42	13.04

Principal Clerk Typist - DPW

First 90 days	12.60	13.23
After 90 days	13.85	14.54

Principal Data Entry Machine Operator

First 90 days	11.20	11.76
After 90 days	12.42	13.04

Principal Purchasing Assistant

First 90 days	15.84	16.63
After 90 days	17.50	18.38

Principal Tax Clerk

First 90 days	11.20	11.76
After 90 days	12.42	13.04

Pumping Station Repairer/Water Repairer

First 90 days	11.77	12.36
After 90 days	13.09	13.74

Pumping Station Repairer/Water Meter Repairer/Water Repairer

First 90 days	11.77	12.36
After 90 days	13.09	13.74

Effective 9/26/91 for immediate above title only

First 90 days	12.45	13.07
After 90 days	13.76	14.45

Recreation Maintenance Worker

First 90 days	13.04	13.69
After 90 days	14.48	15.20

Recreation Leader
(part time)

2576. annually	2705.
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Registrar of Vital Statistics/
Secretary Board of Health

First 90 days	11.20	11.76
After 90 days	12.42	13.04

Sanitation Driver

First 90 days	14.01	14.71
After 90 days	15.57	16.35

Sanitation Worker

First 90 days	13.35	14.02
After 90 days	14.85	15.59

School Traffic Guard
(part time)

First 90 days	7.21	7.57
After 90 days	8.01	8.41

Secretary Board/Commission - Planning and Zoning

First 90 days	11.20	11.76
After 90 days	12.42	13.04

Senior Account Clerk

First 90 days	10.57	11.10
After 90 days	11.76	12.35

Senior Account Clerk
(typing)

First 90 days	10.57	11.10
After 90 days	11.76	12.35

Senior Assessing Clerk

First 90 days	10.57	11.10
After 90 days	11.76	12.35

Senior Assistant Assessor

First 90 days	15.31	16.08
After 90 days	16.98	17.83

Senior Building Maintenance
Worker

First 90 days	13.00	13.65
After 90 days	14.48	15.20

Senior Clerk

First 90 days	10.57	11.10
After 90 days	11.76	12.35

Senior Clerk Typist

First 90 days	10.57	11.10
After 90 days	11.76	12.35

Senior Data Entry Machine Operator

First 90 days	10.57	11.10
After 90 days	11.76	12.35

Senior Park Maintenance Worker

First 90 days	14.48	15.20
After 90 days	15.89	16.68

Senior Police Records Clerk (typing)

First 90 days	11.20	11.76
After 90 days	12.42	13.04

Senior Pump Station Repairer/
Senior Water Repairer/Senior
Water Meter Repairer

First 90 days	13.25	13.91
After 90 days	14.72	15.46

Senior Purchasing Assistant/
Senior Stock Clerk

First 90 days	15.31	16.08
After 90 days	16.98	17.83

Senior Receptionist/Typing

First 90 days	10.57	11.10
After 90 days	11.76	12.35

Senior Stock Clerk

First 90 days	14.10	14.81
After 90 days	15.57	16.35

Senior Tax Clerk

First 90 days	10.57	11.10
After 90 days	11.76	12.35

Senior Word Processing
Operator

First 90 days	10.20	10.71
After 90 days	12.03	12.63

Sewer Plant Attendant
or Operator

First 90 days	9.31	9.78
After 90 days	10.34	10.86

Stock Clerk

First 90 days	13.41	14.08
After 90 days	14.88	15.62

Tax Clerk (typing)

First 90 days	9.38	9.85
After 90 days	11.07	11.62

Truck Driver

First 90 days	13.80	14.49
After 90 days	15.30	16.07

Word Processing Operator

First 90 days	9.68	10.16
After 90 days	11.35	11.92