

AGREEMENT

BETWEEN

THE TOWNSHIP OF WASHINGTON

and

**MUNICIPAL SERVICES
SUPERVISORS and COORDINATORS**

January 1, 2002 – December 31, 2005

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PREAMBLE

THIS AGREEMENT entered into by the Township of Washington, hereinafter referred to as the "Township" and the Supervisors and Coordinators, hereinafter referred to as 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 amicable resolution of differences and the establishment of rates of pay, hours of work and other terms and conditions of employment. The effective date of this Agreement shall be January 1, 1999.

ARTICLE 1
RECOGNITION

The Township recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages, hours and other terms and conditions of employment for all of its employees in the classifications listed herein for such additional classifications as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating, the rights of employees as established by the laws of 1974, Chapter 123.

ARTICLE 2

MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement 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:

1. The executive management and administrative control of the Township Government and its properties and facilities and activities of its employees, utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
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.
3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Township after advance notice thereof to the employees.
4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Township.
5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.
6. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.
7. The Township reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Township.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, Code of Conduct and practices in 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 Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A:1-1 et seq. Or any other national, state, county or local law or regulations.

ARTICLE 3

RULES AND REGULATIONS

A. Proposed new rules or modifications of existing rules covering negotiable working conditions shall be negotiated with the Union before they are established.

B. All written rules and regulations shall be provided to the Union immediately upon promulgation.

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ARTICLE 4

MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union or any person acting on its behalf will cause, authorize or support nor will any of its members take part in any strike, work stoppage, slow-down, walk-out or other illegal job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

B. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned, or support any such action by any other employee or group of employees by the Township, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work. Nothing herein shall be construed to restrict the employee's rights under the First Amendment of the United States Constitution.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or inequity for injunction or damage, or both, in the event of such breach by the Union or its members.

D. The Township agrees not to lock out its employees.

ARTICLE 5
EQUAL TREATMENT

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

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

ARTICLE 6
UNION RIGHTS AND RESPONSIBILITIES

A. The Township agrees that during working hours, on the Township's premises and without loss of pay, Union representatives shall be allowed one (1) hour per week, upon prior notice to and authorization of the Department Head and so long as such activity does not interfere with Township business, to:

1. Post Union notices;
2. Distribute Union literature;
3. Transmit communications authorized by the local union and its officers, to the Township or its representatives, both written or oral; and
4. Solicit Union membership during other employee's non-working time.

B. The Township agrees that representatives of the Municipal Services Supervisors and Coordinators Association shall have the right to visit the premises during working hours, upon prior notice to and authorization of the Department Head, and so long as such visit shall not interfere with employee duties.

ARTICLE 7
DUES DEDUCTION AND AGENCY SHOP

A. Upon receipt of a lawfully executed written authorization from an employee, the Township agrees to deduct the regular monthly Union dues of said employee from their paycheck. This deduction will be submitted to the Union official so designated in writing to receive such deductions. The Union will notify the Township in writing of the exact amount of such regular membership dues to be deducted. This authorization shall be irrevocable during the term of this Agreement.

B. The Township agrees to deduct from the pay of each employee covered by this agreement who does not furnish a written authorization for deduction of union dues, an amount equal to eighty-five (85%) of the present union dues. The Township agrees to deduct said dues each month commencing with the third (3rd) month of employment of such employee. A copy of a list of employees from whose pay such deductions were made shall also be delivered to the local union president.

C. Deduction of union dues made pursuant hereto shall be remitted by the Township to the union by the tenth (10th) day after the deductions are made or as soon as practicable in the month following the calendar month in which such deductions were made.

D. The union agrees to indemnify and hold the Township harmless against any and all claims, suits, orders, or judgments brought or issued against the Township or the union under the provisions of this agreement.

ARTICLE 8
BILL OF RIGHTS

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

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

ARTICLE 9
GRIEVANCE PROCEDURE

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

STEP ONE

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

STEP TWO

If the grievance remains unsettled, the representative may within seven (7) working days after the reply of the Department Head is due, give written notice to the Personnel Coordinator, requesting a hearing with the aggrieved employee, his shop steward and the Personnel Coordinator. The hearing will be held in no less than seven (7) working days and no more than (10) working days.

STEP THREE

If the grievance remains unsettled, the representative may, within seven (7) working days after the reply of the Personnel Coordinator, give written notice to the Mayor or his designee requesting a hearing with the aggrieved employee, his shop steward, and the Mayor and/or his designee. The hearing will be held in no less than seven (7) working days and no more than (10) working days.

STEP FOUR

A. If the grievance remains unsettled, the representative may within fifteen (15) working days after the reply of the Mayor or his designee proceed to arbitration. A request for arbitration must be made no later than such fifteen (15) day period and failure to file within said time will constitute a bar to such arbitration, unless otherwise agreed.

B. The New Jersey Public Employees Relations Commission (PERC), will be

requested by either or both parties to provide a panel of official arbitrators. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. The arbitrator's decision will be binding on both parties.

C. Expenses for the arbitrator's service and the proceedings under Sections B and C shall be borne equally by both parties. No employee shall be denied his compensation for his appearance as a witness in accordance with this Article. If either party desires a verbatim record of the proceedings, it may request that such a record be made, providing it pays for the record and makes copies available to the other party and the arbitrator.

D. The Union will notify the Township in writing of the names of its members who are designated by the Union to represent employees under the grievance procedure.

ARTICLE 10

DISCIPLINE AND DISCHARGE

- A. There shall be no discipline or discharge except for just cause.
- B. No form of discipline or reprimand shall be done in such a way that causes embarrassment to the employee involved.
- C. Other than an oral reprimand, the employee and the Union shall be furnished with a written copy of any disciplinary action taken, with the reasons therefore.
- D. The employee shall have a right to a Union representative beginning with any discussion and continuing until all appeal processes are finalized.
- E. An employee may be suspended immediately if it is determined that the employee is unfit for duty or is a hazard to any person if permitted to stay on the job.
- F. Employees shall have the right to appeal any discipline through the grievance and arbitration procedure.
- G. All discipline shall be progressive.
- H. Any disciplinary action taken against an employee and placed in the employee's personnel file, shall be discarded after eighteen (18) months, if there is no like infraction.

ARTICLE 11

WAGES

Wages will be paid as follows:

Year 2002-3.5%

Year 2003-3.5%

Year 2004-3.5%

Year 2005-3.5%

ARTICLE 12

WORK SCHEDULE

A. 1. The regularly scheduled work week for the job titles Emergency Management Coordinator and the Golf Course Greenskeeper shall consist of forty (40) hours in any stipulated seven (7) day period.

2. The regularly scheduled work week for all other bargaining unit titles shall consist of forty (40) hours in any Monday through Friday five (5) day period.

3. Any Supervisor required to work on a Saturday, Sunday or Holiday shall be given a minimum of ten (10) days notice in a non-emergency situation. It is further understood that every effort will be made to rotate weekend work shifts where possible. In emergency situations the Director of Public Works will provide the Supervisor with as much notice as possible.

B. All employees shall receive a one-half (1/2) hour paid lunch break. Lunch hours shall be scheduled at the discretion of the Department Head.

ARTICLE 13

OVERTIME

A. Overtime shall consist of all hours worked (as defined by the Fair Labor Standards Act) in excess of the employee's regularly scheduled work week, and shall be compensated at the rate of one (1) hour for each hour worked, to be paid as compensatory time to be used within fourteen (14) days from the date it was earned. If the need and the necessity of the employee's work load and responsibilities as determined by the Township prevent them from taking the earned compensatory time off within the said fourteen (14) day time frame at a time mutually agreed upon by the employee and the Township.

B. It shall be the obligation of the Department Head to assign and/or authorize overtime work. No employee shall be entitled to be paid overtime unless such overtime is ordered, authorized or approved by his Department Head, such order, authorization or approval to be recorded and maintained with the records of the Department in a form to be determined by the Township.

C. Bargaining unit employees may be scheduled to supervise certain pre-scheduled events sponsored by the Township. In the event an employee has to work a weekend or holiday, they shall notify the Department Head of their choice of dates to take such time off within fourteen (14) days of the date in which it was earned. The Township shall rotate weekend assignments as equally as possible. If the need and the necessity of the employee's work load and responsibilities as determined by the Township prevent them from taking the earned compensatory time off within the said fourteen (14) day time frame, then, at the option of the Township, the employee shall be paid in cash for such overtime or shall have such earned compensatory time approved for use beyond the said fourteen (14) day time frame at a time mutually agreed upon by the employee and the Township.

D. In all cases of approved leave for use of compensatory time, the employee shall not be obligated or responsible to be on call, nor shall they be obligated to wear a "beeper" or other such employee "contact device". If the Township requires coverage for the employee who is utilizing compensatory leave time, it shall be the obligation and the responsibility of the Township to obtain and provide such coverage.

- E. A \$50.00 stipend will be paid to any Public Works Supervisor required to carry a beeper on weekends and holidays.
- F. Emergency Management Coordinator is entitled to beeper coverage of \$50.00 per weekend.

ARTICLE 14

PAY PERIOD AND PAY DAY

Section 1:

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

Section 2:

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

Section 3:

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

ARTICLE 15
VACATION LEAVE

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

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

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

B. Employees may carry five (5) vacation days over into the next calendar year. In the event that an emergency situation is declared by the Mayor, vacation time in excess of the five (5) days may be carried over with the approval of the Mayor.

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

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

E. Employees shall be allowed to use vacation leave in no less than one-half ($\frac{1}{2}$) day increments.

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

G. Vacation pay can be received in advance of the normal payroll schedule, provided the Department Head forwards a written request on behalf of the employee to the Payroll Clerk least five (5) days prior to the expected vacation. Vacation pay can only be advanced if the employee will be on vacation on the regular pay day.

H. Vacation time shall be determined by the length of continuous full time service.

I. A leave request form must be submitted at least seven (7) working days in advance for all vacation requests of five (5) or more days. For requests of less than five (5) days, two (2) working days notice must be given. Exceptions to reducing these time periods will be permitted with the approval of the Department Head.

J. If a holiday falls within the period of an employee's vacation, said employee shall be granted an additional day's vacation.

K. In the event of an employee's death and if they have accrued benefits, the Township will pay the employee's estate the accrued amount based on the current wage rate.

ARTICLE 16

HOLIDAYS

A. The following days are recognized as paid holidays:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veteran's Day
Lincoln's Birthday	Thanksgiving
Washington's (President's) Birthday	Day after Thanksgiving
Good Friday	Memorial Day
Independence Day	Labor Day
Christmas Day	

B. To be eligible for pay for holidays, the employee must have worked the last scheduled work day before the holiday and the first scheduled work day after the holiday, unless such employee has been granted an approved vacation, personal day or leave, or was out on sick leave. If an employee was out on sick leave the Township may require a doctor's certificate.

C. Holidays which fall on Saturday shall be celebrated on the preceding Friday. Holidays which fall on Sunday, shall be celebrated on the following Monday in accordance with the Township's approved list of holidays.

ARTICLE 17
PERSONAL DAYS

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

ARTICLE 18

SICK LEAVE

A. Full time employees covered by this Agreement shall be entitled to the following sick leave of absence with pay:

1. One and one-quarter (1-1/4) days per month, a total of fifteen (15) days per year. If an employee requires none or a portion of such allowable sick leave for any calendar year, that portion not taken shall accumulate from year to year.

B. Sick leave for purposes herein shall mean absence from duty by an employee because of personal illness by reason of which such employee is unable to perform the usual duties of their position, exposure to contagious disease, has a member of the immediate family (child, spouse, unmarried brother or sister, parent or member of the immediate family) with an illness which requires the employee to stay home or take the relative to receive medical care, or employee has a need to visit a medical professional during municipal business hours.

C. An employee who does not expect to report to work because of personal illness or for any reason included in the definition of sick leave, shall notify their department by telephone or personal message at least one-half (1/2) hour prior to the start of the work shift. Sick leave may be taken in half day increments. If an employee becomes ill on the job and must leave work. The employee is charged with the actual time, at a minimum of one (1) hour and in hourly increments thereafter.

D. If an employee is absent for three (3) consecutive working days, the Township may require acceptable medical evidence. The nature of the illness and the length of time the employee shall be absent could be stated on the medical certificate.

E. Once per month the employee shall be notified of the number of unused sick days and vacation days to the credit of each represented employee. All of the above time shall be given in hours for each.

F. In the event of retirement, resignation or termination of employment, an employee shall receive a lump sum payment at ~~100~~ percent (100%) of their then hourly rate of pay for all accumulated sick time accumulated before 1998. For any sick time accumulated from January 1, 1998 on, the lump sum payment will be paid at one hundred

percent (100%) of their then hourly rate of pay. Any days used in a current year in excess of fifteen (15) days may be used from the old bank; any days used up to fifteen (15) days will come from the current year's time.

G. In cases of prolonged illness when an employee exhausts his accrued sick leave, the employee may authorize the Township Treasurer to use their deemed vacation as sick time.

H. All annual accumulated sick leave (maximum of 15 days per year) shall be eligible for "buy-back" by employees at one hundred percent (100%) their then hourly rate of pay for a maximum of fifteen (15) days per year. Each employee must have a bank of fifty (50) accumulated sick days before being eligible for buy-back. Payment shall be received no later than December 15 of each year. The employee has the right to continue to accumulate any portion of unused sick leave not sold back to the Township. The request for "buy-back" must be made no later than December 1 of each year.

ARTICLE 19
INJURY LEAVE

A. 1. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to one (1) year. "Full pay" shall be defined as the employee's net salary (take home pay).

2. If an employee returns to work from injury leave for less than one (1) year, they may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than one (1) year.

3. When an employee returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to one (1) year if the employee submits a new injury claim due to an independent event causing re-injury or new injury.

B. 1. When an employee requests injury leave, they shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is initially made by the Township's Workmen's Compensation carrier, with the final determination, if necessary, to be made by the Workmen's Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off charged against his or her accumulated sick time, and if necessary, against any other accumulated leave time. If the employee does not have enough accumulated time off, he or she shall be advanced sick time to cover the absence. If the employee leaves the employ of the Township prior to reimbursing the Township for such advanced time, the employee shall be required to reimburse the Township for such advanced time.

2. When an employee is granted either "conditional injury leave" or "injury leave", the Township's sole obligation shall be to pay the employee the difference between their regular pay and any compensation, disability or other payment received from other sources paid by the Township. At the Township's option, the employee shall either surrender and deliver any compensation, disability or other payments to the Township and

receive their entire salary payment, or the Township shall pay the difference.

C. 1. Any employee who is injured, whether slight or severe while working, must make an immediate report as soon as possible to their immediate supervisor.

2. Any employee, while engaged in their official duties, who becomes injured, comes in contact with any substance, animal or insect known to be harmful, contagious or contaminating or comes into physical contact with any person who is known to carry a contagious or infectious disease or where the employee comes into contact with body fluids of any person or animal, shall immediately report the incident to their immediate supervisor.

D. It is understood that the employee must file an injury report, when physically able, with their immediate supervisor so that the Township may file the appropriate Workers' Compensation Claim. Failure to report said injury may result in the failure of the employee to receive compensation under this Article.

E. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that they are unable to work, and the Township may reasonably require the employee to present such certificate from time to time.

F. If the Township does not accept the certificate of the physician designated by the insurance carrier, the Township shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Township.

G. In the event the Township appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee disputes the determination of the Township appointed physician. Then the Township and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the Township and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

ARTICLE 20
FUNERAL LEAVE

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

- 1 Working Day - Aunt/Uncle
- 2 Working Days - Grandmother/Grandfather
- 5 Working Days - Father-in-Law/Mother-in-Law
Brother-in-Law/Sister-in-Law
- 7 Working Days - Mother/Father/Brother/Sister
- 15 Working Days - Spouse/Son/Daughter/Grandchildren

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

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

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

ARTICLE 21

LEAVES OF ABSENCE

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

B. The Township will comply with the provisions of the Federal and State Family Leave Acts.

ARTICLE 22

MILITARY LEAVE

A. In the event any employee volunteers for, or is called to active military service in the Armed Forces of the United States, such employee shall not during the period of such service, lose their seniority rights as herein provided. Upon discharge from such service, they shall be offered their former position or one of like status, provided:

1. Received a certificate of honorable discharge;
2. Is still qualified to perform the duties of the position; and
3. Applied for reinstatement within ninety (90) days after discharge.

B. Employees shall receive a written leave of absence from the Township when leaving to enter the Military Service. In the event any regular employee covered by this Agreement, who is a reserve of the Armed Forces of the United States, is required to serve on maneuvers or summer encampment, for a temporary period, the Township agrees to supplement to employee military pay with an amount sufficient to equal their regular weekly earnings not to exceed a period of two (2) weeks in any one (1) year.

ARTICLE 23

JURY DUTY

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

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

ARTICLE 24

ABSENCE WITHOUT LEAVE

A. Absence without notification for four (4) consecutive work days shall constitute a resignation.

ARTICLE 25

INSURANCE

- A. The employee will receive a hospitalization plan/medical plan provided by the Township which will provide coverage for the employee, spouse, and dependents equivalent to or better than the present plan now in effect.
- B. The employees will receive a dental and prescription plan which will provide coverage for the employee, spouse, and dependents. The Township shall provide employees, spouse and dependents with a co-pay prescription plan. Co-pay will be a \$5.00 maximum for employees. Payment for \$15.00 and \$30.00 co-pays will be reimbursed back to \$5.00.
- C. The Township will provide its employees covered under this Agreement with the same Disability Plan received by the public works laborers union.
- D. The Township agrees to maintain coverage of a medical/hospitalization plan for the retiring employee on pension or medical disability, according to New Jersey State guidelines relative to retirement.

ARTICLE 26

SAFETY AND HEALTH

A. The Township shall at all times maintain safe and healthful working conditions and will provide employees with wearing apparel, tools or devices that may be reasonably necessary to insure their safety and health.

B. A Safety Committee shall be formed having one member from management and one from the local Union.

C. It is the responsibility of the employee to maintain and have available on the job site the required safety equipment for a particular job junction and utilize such apparatus accordingly.

ARTICLE 27

EDUCATIONAL BENEFITS

A. The Township shall pay all costs incurred by an employee for the purpose of maintaining required certification.

B. The Township agrees to reimburse employees for tuition, student fees and registration fees upon satisfactory completion of courses leading to advancement or improvement of skill in the employee's field. Fees will only be reimbursable with a grade of "C" or better. This shall be limited to two (2) courses per year at the prevailing County College or State College rate. Any such course or courses must have been approved in advance by the Personnel Coordinator.

C. Township Time: Employees attending workshops, seminars, re-certification required by the State and recommended and approved by the Department Head, shall receive up to a maximum of five (5) days per year without loss of pay. This maximum shall not apply to the Emergency Management Coordinator if said employee is required to attend mandatory training in excess of five (5) days per year.

Employee's Time: Employees attending workshops, seminars etc., for the purpose of obtaining advanced degrees, unrelated certification or certification not required to maintain job, must attend such workshops, seminars etc., on the employee's own time.

D. The Township will pay for books, which will become Township property. Employees must use books in the "Township" library prior to buying the books.

ARTICLE 28

REIMBURSED DAILY EXPENSES

A. Employees shall be reimbursed for the following travel expenses while on Township business or required schooling:

1. The employee shall use a Township vehicle. If an employee elects to use his/her own vehicle, there will be no reimbursements of mileage;
2. Tolls; and
3. Parking.

ARTICLE 29

SENIORITY

- A. Seniority is defined as an employee's total length of continuous service with the Township, beginning with his original date of hire as a full time employee.
- B. The Township shall maintain an accurate, up to date seniority roster showing the date of hire, classification and pay rate of each employee covered by this Agreement, and the Township shall furnish copies of same to the Union upon reasonable request.
- C. In all cases of demotions, layoff or recalls, consideration shall be given to seniority, job performance and ability to do the job based on job classification.
- D. Promotions will be based upon seniority, job performance and ability to do the job based on job classification.
- E. In the event layoffs are required, employees shall be laid off based on seniority, job performance and the ability to do the job based on job classification.
- F. Recall of employees shall be made in the inverse order of layoff.

ARTICLE 30

LAYOFF

A. In the event it becomes necessary to layoff employees for reason, employees shall be laid off in the inverse order of their seniority provided there exists proven ability within that classification. Employees laid off shall receive four (4) weeks severance pay or notice of separation. If an employee is recalled within four (4) weeks, the employee will "work off" the severance pay received for the time in which the employee was not laid off.

B. In the event of a reduction in the work force, an employee having held a position within the Township Department has the right to bump down to another position within the Township provided there are proven abilities.

C. Employees shall be recalled from a layoff by seniority.

ARTICLE 31

PROBATIONARY PERIOD

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

ARTICLE 32

BULLETIN BOARDS

A. The Township agrees to furnish space for a bulletin board in the work area to be used by the Union, which space shall be at least twenty-four (24) inches by twenty-four (24) inches, for the posting of notices related to meetings and official business of the Union only.

B. Only material authorized by the signature of the Union President, Steward or alternate shall be permitted to be posted on said bulletin board.

C. The Township may have removed from the bulletin board any material which does not conform with the intent of the above provisions of this Article.

ARTICLE 33

JOB POSTING

A. Any vacancies or newly created positions shall be posted prominently for five (5) working days. The posting shall include, but not be limited to the classification, the salary, an abbreviated description of the job, and any required qualifications and the procedure to be followed by employees interest in applying.

B. A copy of each notice shall be forwarded to the Local Union.

C. A copy of each notice shall be sent via regular U.S. Mail to home addresses of any employees that may be on extended leave of absence during that period.

ARTICLE 34

SERVICE RECORDS

A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained by the Township, and may be used for evaluation purposes by the Department Head, Personnel Director, Mayor and/or governing body only.

B. Upon advance notice and at reasonable times, any employee may at any time review his personnel file. However, this appointment for review must be made through the Department Head or their designated representative.

C. Whenever a written complaint concerning an employee or his actions is to be placed in their personnel file, a copy shall be made available to them and they shall be given the opportunity to rebut it if they so desire, and they shall be permitted to place said rebuttal in their file.

D. All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any files shall be removed therefrom, except pursuant to Article X, Section H. Removal of any material from a personnel file by any employee shall subject that employee to appropriate disciplinary action.

ARTICLE 35

CREDIT UNION

A. The Township agrees to make payroll deductions for any employee, upon written request, to be paid to an appropriate credit union as authorized by N.J.S.A. 40A:9-17.

ARTICLE 36

DUPPLICATION OF AGREEMENT

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

ARTICLE 37

FULLY BARGAINED AGREEMENT

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

ARTICLE 38

SEVERABILITY

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

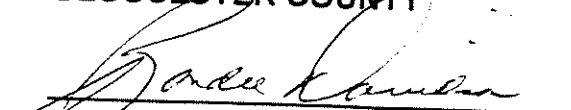
ARTICLE 39

DURATION OF AGREEMENT

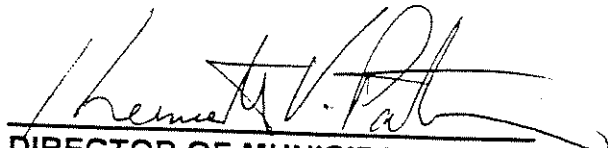
THIS AGREEMENT shall become effective on January 1, 1999 and shall terminate on December 31, 2001. This Agreement shall remain in full force and effect during the period of renegotiations for a successor agreement.

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

WASHINGTON TOWNSHIP
GLOUCESTER COUNTY


MAYOR


BUSINESS ADMINISTRATOR


DIRECTOR OF MUNICIPAL
SERVICES


SUPERVISORS/COORDINATORS


SUPERVISORS/COORDINATORS


SUPERVISORS/COORDINATORS