

Jan 1, 2017 to Dec 31, 2020

AGREEMENT

BETWEEN

THE TOWNSHIP OF WILLINGBORO

AND

UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 1360

360

effective Jan 1, 2019 changed from
Local 1360 To Local 360

**SIDE LETTER OF AGREEMENT
BY
AND
BETWEEN
UFCW LOCAL 1360
AND
THE TOWNSHIP OF WILLINGBORO**

695412

The parties agree to add the Civil Service Job of "Senior Public Works Repairer Grade 12". The position shall have a minimum salary of \$51,000. The increase for any employee shall be the minimum of \$51,000 or \$2,500 above their salary, whichever is greater. The township will follow NJ Civil Service procedures for awarding positions.

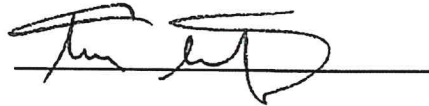
For the Township:



Date:

6/17/16

For the Union:



Dated:

6-16-16

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AGREEMENT
BY AND BETWEEN
WILLINGBORO TOWNSHIP
AND
UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1360

TABLE OF CONTENTS

ARTICLE		PAGE
I	RECOGNITION	2
II	NEGOTIATING OF SUCCESSOR AGREEMENT	3
III	GRIEVANCE PROCEDURE	5
IV	EMPLOYEE RIGHTS AND PRIVILEGES	8
V	UNION RIGHTS AND PRIVILEGES	9
VI	MANAGEMENT RIGHTS	11
VII	WORK YEAR	12
VIII	SENIORITY	13
IX	JOB POSTING	14
X	HOURS OF WORK AND OVERTIME PAY	15
XI	COMPENSATORY TIME	17
XII	SALARY AND WAGES	18
XIII	UNIFORMS	19
XIV	UNIFORM ALLOWANCES	20
XV	TRAINING	21
XVI	HOLIDAYS	22
XVII	VACATION LEAVE	23
XVIII	SICK LEAVE	24
XIX	ACCUMULATED SICK LEAVE	27
XX	JURY LEAVE	28

XXI	MILITARY LEAVE	29
XXII	LEAVE OF ABSENCE FOR DEATH IN FAMILY	30
XXIII	LONGEVITY PAYMENTS	31
XXIV	WORKER'S COMPENSATION SUPPLEMENTAL PAY	32
XXV	INSURANCE	
XXVI	DISCIPLINARY PROCEEDINGS	36
XXVII	REPLACEMENT OF LOST OR DAMAGED PERSONAL PROPERTY	37
XXVIII	UNION RIGHTS	38
XXIX	PAYROLL DEDUCTION OF UNION DUES	39
XXX	TRAINING PROGRAMS	40
XXXI	TERMS OF AGREEMENT	41
XXXII	EXPERIENCE PAY	42

AGREEMENT

BETWEEN

THE TOWNSHIP OF WILLINGBORO

AND

UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 1360

This Agreement is made and entered into on this 1st day, of January, 2017 , by and between the Township of Willingboro, a body corporate and politic, hereinafter referred to as the "Township"; and United Food & Commercial Workers Union, Local 1360, hereafter referred to as the "Union".

ARTICLE I
RECOGNITION

In order to promote harmonious relations between the Township and the Union, in the best interests of residents of the Township of Willingboro, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the full agreement between the parties concerning all terms and conditions of employment.

- A. The Township recognizes the Union as the sole and exclusive collective negotiating representative for full-time union members employed by the Township and for such additional titles as the parties may later agree in writing to include. The Township shall notify the Union in writing prior to the creation of new titles, or the filling of existing positions, within the bargaining unit.
- B. Unless otherwise indicated, the term "employee", when used in this Agreement, shall refer to all employees represented by the Union in the negotiating unit as defined.
- C. References to males shall include females, and references to females shall include males.

ARTICLE II
NEGOTIATING OF SUCCESSOR AGREEMENT

- A. Consistent with NJSA 34:13A-1 et seq., as set forth in this Agreement with the Union, the Township shall negotiate proposed changes or modifications to the terms and conditions of employment directly affecting the welfare and employment of the union members, which terms or conditions have not been preempted by statute or regulations.
- B. No later than sixty (60) days prior to expiration, the parties agree to initiate negotiations over a successor Agreement in accordance with the procedure set forth herein in a good-faith effort to reach continuing agreement on salaries and other terms and conditions of employment. Any Agreement so negotiated shall apply to all members of the bargaining unit and shall be reduced to writing, ratified, and signed by all the parties.
- C. During negotiations, the Township and the Union shall present relevant data, exchange points of view, and make proposals and counterproposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations. The cost incurred by either party for the party utilizing the services shall pay the services of consultants, professionals or lay representatives.
- D. Whenever members of the bargaining are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.
- E. This Agreement shall not be modified in whole, or in part, by the parties except by an instrument in writing duly executed by both parties.
- F. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of the Agreement to employees covered by this Agreement shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.
- G. The Township agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this agreement with any organization other than the Union for the duration of this Agreement.

H. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE III
GRIEVANCE PROCEDURE

- A. A "grievance is a claim by an employee or the union based upon the interpretation, application of this agreement, policies or administrative decisions affecting an employee or a group of employees.
- B. A "grievant" is the employee or employees, or the Union, making the claim on behalf of the employees or group of employees or the Union on behalf of itself.
- C. A "party in interest" is the person or persons making the claim and any person, including the Union or Township, who might be required to take action or against whom action might be taken in order to resolve the claim.
- D. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting employees. Both parties agree that proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- E. The number of days indicated at each level should be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. All days referred to in this procedure shall be calendar days. The Employer shall issue discipline within seven (7) business days from the supposed infraction.
- F. Level One: An employee with a grievance shall first discuss it with his/her immediate supervisor; either directly or through the Union's designated representative, with the objective of resolving the matter informally.
- G. Level Two: If the aggrieved person is not satisfied with the decision required in Level Two, or if no decision is rendered within the seven (7) day period, the grievance shall be reduced to writing by the aggrieved person and presented to the Department Director within seven (7) days after the decision is rendered or after the expiration of the seven (7) day period, if no decision is rendered. The written grievance shall be dated and signed by the aggrieved party and shall set forth the facts upon which the grievance is based, including dates and names of other persons involved, the provision(s) of this Agreement that are alleged to have been violated, and the remedy desired and attached thereto shall be a copy of the decision at the first level, if rendered, and the second level, if rendered. The aggrieved person shall serve a copy of the written grievance upon the individual rendering a decision at the second level of this procedure and upon the Union. The Department Head, or the designated representative of the Department Head, shall meet with the aggrieved person, the Union and the individual rendering the decision at the first and/second level of this procedure. The decision of the Department

Head shall be rendered, in writing, within seven (7) days after the grievance is presented to the Department Head with copies to the Township Manager and the Union.

- H. Level Three: If the aggrieved person is not satisfied with the decision rendered in Level Three or if no decision is rendered within the seven (7) days period, it shall be presented to the Township Manager within seven (7) days after the decision is rendered or after the expiration of the seven (7) day period provided for in Level Three, if no decision is rendered. The written grievance shall include the information set forth in Level Three and shall have attached copies of the decisions rendered at the first and second levels, if rendered. A copy of the grievance shall be served upon the Department Head and the Union. The Township Manager, or the designated representative of the Township Manager, shall meet with the aggrieved person and any representative of the Union designated by the Union in an attempt to adjust the matter within ten (10) business days, and shall render a decision in writing, with copies to the aggrieved person, the Department Head, and the Union.
- I. Level Four: In the event a grievance is not settled to the satisfaction of all parties at the conclusion of Level Three, the Union shall within ten (10) business days after the decision of the Township Manager serve notice that the matter is being referred to arbitration. The arbitrator shall be chosen according to the provisions of the N.J.A.C. 19:12-5.1 et seq. The arbitrator's decision in the matter shall be final and binding on all parties. The arbitrator's costs and fees shall be borne equally by the parties, but each party shall be solely responsible for the cost it incurs in the production of testimony or evidence.
- J. If a grievance is not appealed within the time limits set forth above, the grievance shall be deemed settled.
- K. Any grievant may represent himself/herself through Level Two of this procedure. When the Union does not represent an employee, the Union shall have the right to be present and to state its views at all stages of the grievance procedure, and no grievance shall be considered resolved without the approval of the Union.
- L. No reprisals of any kind shall be taken by the Township or by any supervisor against any party in interest, any representative, any member of the Union, or any other participant in the grievance procedure by reason of such participation.
- M. If, in the judgment of the Union, a grievance affects a group or class of employees, the Union may submit such grievance in writing to the Township directly and the process of such grievance shall commence at Level Three.
- N. All decisions rendered shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to the Union within the specified times.

- O. All documents, communications, and records dealing with the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE IV
EMPLOYEE RIGHTS AND PRIVLEDGES

- A. The Township agrees that it shall abide by all State and Federal laws against discrimination and that it shall not discriminate against any employee by reason of his or her membership or non-membership in the Union or its affiliate. The Township further agrees that this Agreement shall be applied equally to all employees in the bargaining unit.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No employee shall be disciplined without just cause.
- D. Whenever any employee is required to appear before any supervisor, Township or any committee (or member thereof) concerning any matter, which could be disciplinary in nature, then he/she shall be given prior written or verbal notice of the reasons for such meeting(s) or interview(s) and shall be entitled to have a Representative(s) of the Union present to advise him/her and represent him/her during such meeting or interview.
- E. Any suspension of any employee pending charges shall be with pay or without pay in accordance with the Department of Personnel Rules and Regulations.
- F. No employee shall be prevented from wearing pins or other identification of membership in the Union or its affiliates.
- G. Any criticism by a supervisor, or Township Official of an employee and his/her performance/instructional methodology shall be made in confidence and not in the presence of co-workers, or members of the public.

ARTICLE V
UNION RIGHTS AND PRIVILEGES

- A. The Township agrees to furnish or make available for inspection or copying for a fee, to the Union, all available public budgetary and financial data for the purpose of representing the membership in grievances, complaints and negotiations.

The Township agrees to furnish or make available for inspection, information that is neither privileged nor confidential, that may be necessary for the Union to process any grievance or complaint.

The Township agrees to furnish or make available for inspection or copying records or documents intended to be used by or on behalf of the employees in disciplinary proceedings. The Union shall furnish or make available documentation intended to be used by or on behalf of employees in disciplinary proceedings. Neither the Union, nor the employee shall have the right to review any record or documents of other employees without specific written authorization of the employees whose records are to be reviewed or which are not intended to be used in the proceedings against the employee.

- B. Whenever any representative of the Union or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss of pay.
- C. Representatives of the Union shall be permitted to transact official Union business on Township property at reasonable times, provided that this shall not interfere with or interrupt normal operations. Reasonable time is generally considered to be during morning, afternoon and meal breaks, as well as before and after the workday. Management will be notified in advance of those requests.
- D. The Union shall have in each building or work site the exclusive use of a bulletin board in lounges and dining rooms and other appropriate areas, where there is more than one bulletin board. The Union shall also be assigned adequate space on the bulletin board in the Township central office for Union notices.
- E. The Union and its representatives shall have the right to use a Township building at all reasonable hours for meetings, provided, however that the Township shall be notified in advance of the time and place of such meetings and that the Township Manager or Department Head shall issue prior written permission.
- F. The Union shall have the right to use facilities when these facilities are not in use, provided, however that the Township shall be notified in advance of the time and place of such meetings and that the Township Manager or Department Head shall issue prior

written permission. The Union shall pay for any materials or supplies in connection with such use. The Union shall pay all reasonable costs of all materials and supplies incident to such use. Reasonable cost shall mean the actual cost to the Township or the fees set by Township resolution or ordinance for public use.

G. The Union shall have the right to use the interoffice mail system.

H. The rights and privileges of the Union and its representatives as set forth in this Agreement shall be granted only to the Union as the exclusive representative of the employees and to no other organizations.

ARTICLE VI
MANAGEMENT RIGHTS

The Township shall have the right to determine all matters concerning the management or administration of the Public Works Department, subject to the provisions of this Agreement.

ARTICLE VII
WORK YEAR

- A. The work year for twelve (12) month employees shall be January to December 31st. Additionally the work year shall consist of 2,080 hours; forty (40) hours per week for fifty-two (52) weeks.

- B. Any employee wishing to resign his position shall give the Township a minimum of two (2) weeks' notice. All accrued benefits (vacation) owed up to the time of resignation shall be paid by the Township. In the event a member has over utilized vacation or sick time this amount shall be deducted from the member's last payroll check.

ARTICLE VIII
SENIORITY

- A. Seniority is defined as an employee's length of continuous service in the Township of Willingboro beginning with the employee's most recent date of employment in the Department and as defined by Civil Service.
- B. If a question arises concerning the seniority of two or more employees who were hired on the same date, preference shall be given in alphabetical order, according to the employees' last names.
- C. The Township shall maintain an accurate, up-to-date seniority roster showing the seniority date, 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.
- D. Whenever a decision must be made between two or more employees with respect to the scheduling of vacation time or any other matters involving issues of substantial employee advantage, the employee with the most seniority shall receive a preference.
- E. Whenever decisions are made between two or more employees regarding demotions (other than disciplinary), layoffs and recalls, the Township shall demote or layoff the employee with the least seniority first. Employees shall be re-employed in reverse order of the layoff.

ARTICLE IX
JOB POSTING

- A. All vacancies or all newly created positions, except for appointments by the Township Council, will be posted on a designated bulletin board for ten (10) days. The posting shall include the classification, salary, job description, any required qualifications, the shift assignment, current scheduled days off, and the procedure to be followed by employees interested in applying for the position.
- B. The Township will post a notice within five (5) days after filling the vacancy or newly created position with the name of the individual selected.
- C. The Township encourages existing employees to seek advancement and to apply for job openings for which they are qualified. The Township reserves the right to make all employment decisions and to exercise all managerial decision making in accordance with applicable law.

ARTICLE X
HOURS OF WORK AND OVERTIME PAY

- A. The workweek for members of this Unit shall be forty (40) hours inclusive of meals and breaks.
- B. The Public Works and Recreation/Parks employees covered under this agreement departmental operating hours is 7am – 3 pm (Monday through Friday).
- C. Lunch Periods and Breaks – Each employee shall be entitled to a 45 minute lunch per day and a morning break for 15 minutes with pay.
 - 1. Employees can leave the jobsite to return to the yard and be back on the job after the lunch break is completed.
 - 2. Management reserves the right to require employees to eat at the assigned jobsite.
 - 3. No Township vehicles can be utilized for unofficial business.
- D. Overtime will be paid at the rate of time and one-half the regular hourly rate for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. All overtime shall be given by seniority in conjunction with job qualifications on a rotating basis. Overtime will be assigned in the department that normally performs that work. Any additional overtime will be offered to all bargaining unit members first.
- E. No overtime shall be worked except where authorized in advance by the Department Head or in accordance with procedures established by the Department Head. No employee shall be entitled to authorize his/her own overtime.
- F. The Township shall provide to the Union, upon reasonable request, a list of employees showing overtime worked.
- G. Overtime shall be paid currently, or at least no later than the second pay period after the overtime was performed in conformance with Applicable Rules as governed by the FLSA.
- H. All paid time off (such as vacation time, holidays and sick time) shall be considered time worked for the purpose of computing overtime pay.
- I. An employee who is called back to work after the regular workday has ended shall receive at least three (3) hours pay at the appropriate rate.

- J. An employee required to work past his/her normal shift ending time shall be compensated for all time worked but shall receive a minimum of two (2) hours pay at time and one-half.
- K. Changes in the work schedule shall require a two-week prior notice, except in case of emergency or snow removal.
- L. Snow Removal-
 - All hours beyond the employee's workday and 12:00 PM (midnight) shall be paid at 1 ½ times.
 - All hours between 12:01 AM and 7:00 AM shall be paid at two times the rate of pay.
 - Emergency-
 - All time prior to the employee's workday shall be paid at 1 ½ times.
 - All hours beyond the employee's workday and 12:00 PM (midnight) shall be paid at 1 ½ times.
 - All time between 12:01 AM and 6:00 AM shall be paid at two times the rate of pay.
 - The Township shall afford each member the appropriate time for meals and breaks during the emergency event. Meals may be provided for employees. Employees should be prepared for extended operations to meet the needs of the citizens of the Township.
- M. All Sunday work, if required, shall be paid at 1 ½ times the rate of pay, except for those individuals normally scheduled to work weekends. All Holiday work shall be paid at two (2) times the rate of pay.
- N. It is understood between the parties that all employees engaged in operating vehicles or other equipment shall be required to be in compliance with Township Rules and Regulations as well as State and Federal Laws.
- O. The Employer shall follow civil service rules when an employee is working out of grade.

ARTICLE XI
COMPENSATORY TIME

- A. Compensatory time may be accumulated in accordance with the Township's Personnel Policies, provided that the Department Head or his designee has approved the accumulation. In the event that the accrual of compensatory time is not approved, the employee will be paid for the time actually worked at the contractual rate earned.
- B. Employees may choose to be credited with compensatory time in lieu of overtime pay. However, employees may only accrue a maximum of 80 hours of compensatory time at any one time. This option shall be exercised in January of each year.
- C. Earned compensatory time may be utilized upon prior written request and approval of the Department Head or in accordance with procedures established by the Township. Compensatory time must be taken within six (6) months of its being earned or the Township will pay the employee for the unused compensatory time at the equivalent rate of pay at which it was earned. Maximum amount of compensatory time accrued within one year shall be 160 hours in accordance with Township Policy and the Fair Labor Standards Act. All time above this cap shall be paid at overtime rates (1 ½). Unused compensatory time shall not be carried over into a subsequent year.

ARTICLE XII
SALARY AND WAGES

A. Minimum base starting salaries effective January 1, 2017.

Equipment Operator Grade 12	\$51,000
Truck Driver Grade 10	\$46,000
Laborer Grade 9	\$34,000
Laborer Grade 7	\$30,000

The Civil Service Job of "Senior Public Works Repairer Grade 12" position shall have a minimum salary of \$51,000. The increase for any employee shall be the minimum of \$51,000 or \$2,500 above their salary, whichever is greater. The Township will follow NJ Civil Service procedures for awarding positions.

B. Employees shall receive an increase to base salary in the following years as follows:

July1, 2017	3%
July1, 2018	2%
July 1, 2019	2%
July 1, 2020	3.25%

Any employee hired on or after April 7, 2017 shall be entitled to the remaining ATB's (Across the Boards) increase on to their base salary.

ARTICLE XIII
UNIFORMS

The Township shall provide all employees covered under this Agreement with uniforms. Each full-time employee shall be provided with the following as appropriate and needed:

Long Pants	Tee Shirts
Long Sleeve Shirts	Shorts
Jackets/Coveralls	Rain Gear/Snow Gear

Work Shoes – The Township shall provide reimbursement to each employee for a maximum of two pairs of work shoes per year. The maximum reimbursement per pair of shoes shall be \$200.

The Township shall supply all weather and safety clothing necessary to perform the assignments of the Township.

ARTICLE XIV
UNIFORM ALLOWANCES

A. The Township will replace uniforms in case of irreparable damage.

ARTICLE XV
TRAINING

The Township recognizes the value of training programs for employees and will provide employees with the opportunity for job related training at the expense of the Township, within the limits of budgetary allocations approved by the Township Council. Any training program and expenditures shall be subject to review and approval by the Department Head. Any training program provided shall be offered to employees by seniority in conjunction with qualifications in the department.

ARTICLE XVI
HOLIDAYS

The following days shall be recognized as holidays and employees shall receive a day off with pay:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

- A. Monday shall be recognized as a holiday for any holiday listed above occurring on a Sunday, and Friday shall be recognized as a holiday for any holiday listed above occurring on a Saturday.
- B. If a holiday is observed while a full-time employee is on paid annual leave status, the employee will receive holiday pay and the day will not be charged against annual leave credits. If an employee is on paid sick leave and is absent on the day of the holiday, the employee shall receive the paid holiday and the day so used shall not be charged against sick leave.
- C. If an employee covered by this Agreement works on any of the scheduled holidays set forth above, the employee shall receive holiday pay in addition to two (2) times the employee's regular rate of pay for all hours worked on the holiday.

ARTICLE XVII
VACATION LEAVE

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

- A. Each employee covered under this Agreement shall be entitled during the first year of employment to paid vacation leave at the rate of one day for each full month of employment.
- B. Beginning with the second year of employment through and including the seventh year of employment, twelve (12) vacation days and three (3) personal days per year.
- C. Beginning with the eighth year of employment through and including the twelfth year of employment fifteen (15) vacation days and three (3) personal days per year.
- D. Beginning with the thirteenth year of employment, twenty (20) vacation days and three (3) personal days per year.
- E. Earned vacation leave must be used during the year in which it is earned. Vacation leave cannot be carried over into the following year, except where authorized in writing by the Township Manager for exceptional circumstances. An employee may carry over vacation, which the employee was unable to use because of the demands of the Township, with the approval of the Township Manager.
- F. An employee who resigns or retires during the course of the year is entitled to a pro-rated portion of earned vacation leave. In the event that more time is taken than the pro-rated entitlement, the excess will be deducted from the final pay.
- G. For purposes of calculating total earned vacation leave, a day for a 40 hour per week employee shall be defined as consisting of 8 hours.
- H. When employee utilizes four (4) hours of vacation or sick time in the morning, 7:00 am – 11:00 am, the employee is not able to take a lunch break at 11:45 am.

ARTICLE XVIII
SICK LEAVE

- A. Sick leave herein is defined to mean absence from duty of an employee because of personal illness or injury, exposure to a contagious disease, care for a reasonable period of time of a seriously ill member of the employee's immediate family, or death in the employee's immediate family, for a reasonable period of time.
- B. Each employee covered under this Agreement shall be entitled to paid sick leave at the rate of one and one-quarter (1.25) days of sick leave for each full month of employment.
- An employee who has been employed for more than one (1) year shall be credited with the full number of sick days allowed for the calendar year as of January 1st (120 hours). In the event that the employee is not employed for the full year, the number of sick days allowed shall be pro-rated on the basis of one and one-quarter (1.25) sick days for each full month of employment.
- C. Unused sick leave may be accumulated from year to year without limitation.
- D. Sick leave benefits shall be paid for workdays absent based upon the individual employee's regular straight time hourly rate.
- E. It is acknowledged that sick leave is intended to be used only for the purposes set forth.
- F. Sick leave is not to be used for personal business or as additional vacation days.
- G. A doctor's certificate may be required at the Township's option as a condition for payment of sick leave consistent with applicable law and as follows:
- (1) An employee is absent in excess of (10) days in an eight (8) consecutive month period, except with respect to a period of time during which an employee is hospitalized and provided that the Township shall give the employee a warning notice after the employee has incurred eight (8) days within the eight (8) consecutive month period;
 - (2) An employee is absent for five (5) consecutive days:
 - (3) An employee is absent on the last schedule workday before or the first scheduled workday after a holiday.

All employees must be notified at the time the employee calls out sick that the Township will require a doctor's certificate upon the employee's return to work consistent with the above.

- H. Abuse of sick leave shall be cause for disciplinary action.
- I. In the case of sick leave due to exposure to a contagious disease, a certificate from a medical doctor shall be required which shall certify that the employee may return to work without endangering the health of co-workers.
- J. The Township may require an employee who has been absent because of personal illness, as a condition of his/her return to work to be examined at the expense of the Township by a physician designated by the Township. The purpose of the examination shall be to establish whether the employee is capable of performing the normal duties of his/her job without jeopardizing the health of the employee or the health of other employees.
- K. Any employee who calls out sick on the work day preceding or the work day following a scheduled holiday during any period of eighteen (18) consecutive months may be subject to the following action: required to provide a physician's certification of illness.
- L. Whenever the Township shall requires that a physician selected by the Township provide the medical certification, the employee shall be notified by the Township of the requirements in advance and the Township shall make the necessary arrangements for examination by the designated physician.
- M. Whenever the Township shall require that the medical certification be provided by a physician selected by the Township, the cost of the medical visit shall be paid by the Township, to the extent that it is not covered by medical insurance.
- N. For the purposes of calculating total earned sick leave, a day for a 40 hour per week employee shall be defined as consisting of 8 hours. However, when an employee takes sick leave, the actual number of hours utilized shall be deducted from the employee's earned sick leave entitlement.
- O. Sick Leave Incentive – Any employee covered under this Agreement who shall utilize less than four (4) days or its hourly equivalent of sick leave in any year of this Agreement, shall receive at the option of the employee, either a cash payment of \$750.00 or

personal days. If cash payment is chosen, the payment shall be made within sixty (60) days after the end of the calendar year for which the incentive was earned, or an additional four personal days or its hourly equivalent that shall vest in the member on the last day of scheduled work during each year of this Agreement. If the member elects to receive days instead of the cash payment, then four (4) days shall require seventy-two (72) hours advance notice that the employee intends to use the days.

Any employee covered under this Agreement, who shall utilize less than four (4) days or its hourly equivalent of sick leave in 2011 and any year thereafter of this Agreement, shall receive five (5) personal days or its hourly equivalent. The use of three of the five days require 72 hours advance notice that the employee intends to use the days and the remaining two days may be used without the advance notice requirement. Personal days may be utilized as sick or vacation leave. Except as set forth in this article, the use of a personal day is not subject to any other approval. If the member has not utilized the earned incentive leave at the end of the calendar year in which it was earned, the incentive may be converted to cash payment. If the employee elects to receive the days instead of the cash payment, then two (2) days shall require seventy-two (72) hours advance notice that the employee intends to use the days and the remaining two (2) days may be used without the advance notice.

- P. When employee utilizes four (4) hours of vacation or sick time in the morning, 7:00 am – 11:00 am, the employee is not able to take a lunch break at 11:45 am.

ARTICLE XIX
ACCUMULATED SICK LEAVE

- A. The employees who retire from Township service covered under this Agreement shall be entitled to accumulated sick leave as follows:

For members employed by the Township whose accumulated sick leave has a value of more than \$10,000 as of April 1, 1993;

Payment will be made by the Township to the member or to the estate or the designated beneficiary of a deceased member for the first fifty (50) days of accumulated sick leave, or seventy percent (70%) of the total accumulation of sick leave, whichever is greater. The payment shall be made in a lump sum payment within thirty (30) days after the date of retirement.

If such a member shall, through the use of sick leave, reduce the value of the accumulated sick leave, as calculated above, to ten thousand (\$10,000.00) dollars or less, then the maximum paid shall not exceed ten thousand (\$10,000.00) dollars as provided herein.

For members employed by the Township whose accumulated sick leave has a value of less than \$10,000 as of April 1, 1993;

Payment will be made by the Township to the member or to the estate or the designated beneficiary of a deceased member for the first fifty (50) days of accumulated sick leave, or seventy percent (70%) of the total accumulation of sick leave, whichever is greater, provided that the total payment shall not exceed fifteen thousand (\$15,000) dollars. The payment shall be made in a lump sum payment within thirty (30) days after the date of retirement.

- B. Retirement shall include early retirement or disability retirement under the applicable Rules established by the Department of Personnel or by the Division of Pensions.
- C. Payment made under this Section shall not be considered as earnings or annual compensation for pension purposes.

ARTICLE XX

JURY LEAVE

A regular full-time employee, who loses time from his/her job because of jury duty, as certified by the clerk of the Court, shall be paid his regular salary by the Township provided that the employee:

- (a) Has notified the Township immediately upon receipt of a summons for jury duty;
- (b) The employee has not voluntarily sought jury service;
- (c) The employee is not attending jury duty during vacation and/or other time off from Township employment;
- (d) The employee submits adequate proof of the time served on the jury duty.

If on any given day an employee is attending jury duty and he/she is released by the Court prior to 11:00 a.m., that employee shall be required to return to work by 12:00 noon on that day in order to receive pay for that day.

ARTICLE XXI
MILITARY LEAVE

The Township agrees to provide all employees with military leave as required by Federal and/or State Laws as well as New Jersey Family and Federal Leave Provisions.

ARTICLE XXII
LEAVE OF ABSENCE FOR DEATH IN FAMILY

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

- A. Father, mother, grandfather, grandmother, spouse, son, daughter, brother, sister, grandchild, father-in-law, mother-in-law, son-in-law or daughter-in-law, or a person residing with and dependent upon the employee from the day of death up to the equivalent of one work week.
- B. Uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree, or significant other of the employee, the day of burial.
- C. Employees who need additional time beyond that provided in the above may receive up to an additional work week of bereavement leave by utilizing any combination of sick leave, vacation leave, and/or compensatory time subject to the approval of the Department Head.

ARTICLE XXIII
LONGEVITY PAYMENTS

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

For members employed as of December 31, 1984 – A member who has completed the following number of years of full-time employment with the Township will be entitled to the specified annual increments of compensation above the employee's base pay, beginning with the next pay period following the date of completion of the applicable number of years of service:

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

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

Completion of 8 years	\$500.00
Completion of 12 years	\$1,000.00
Completion of 16 years	\$1,500.00
Completion of 20 years	\$2,000.00

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

ARTICLE XXIV

WORKER'S COMPENSATION SUPPLEMENTAL PAY

An employee who is receiving workers' compensation shall continue to be paid his/her regular salary by the Township so long as the employee transmits to the Township his/her weekly temporary disability benefits. No reimbursement shall be required as a result of any permanent disability benefits received by the employee. This protection shall continue in effect only while the member is receiving workers' compensation temporary disability benefits or for a period of two (2) years, whichever is less. The supplemental pay will stop upon termination of employment.

ARTICLE XXV
INSURANCE

A. Group Health Insurance

- 1) For members employed by the Township on or after November 1, 1993, the Township's share of the cost shall be limited to the cost of single coverage in its least expensive HMO optional plan for the first year of employment. If an employee chooses expanded coverage or a plan which is more expensive, the employee will be responsible for the excess cost.
- 2) The Township portion of the cost for members shall be limited to the cost of its least expensive HMO optional plan for individual, parent and child, husband and wife, and family coverage. If an employee chooses a plan which is more expensive, the employee will be responsible for the excess cost.
- 3) As of January 1, 2011, the members are required to pay for the cost of their health insurance in accordance with the NJ State Statues.
- 4) The Employer agrees to provide employees Health and Prescription coverage in accordance with the rules and regulations stated in Chapter 78, P.L.

B. Group Dental Insurance

- 1) For members employed by the Township on or after November 1, 1993, the Township share of the cost shall be limited to the cost of single coverage for the first year of employment. If an employee chooses expanded coverage, the employee will be responsible for the excess cost.
- 2) The Township shall pay the full cost to provide dental insurance coverage, including family coverage.
- 3) As of January 1, 2011, the members are required to pay for the cost of their dental insurance in accordance with the NJ State Statues.

A member who retires from the department after completing 25 years of full-time service with the Township of Willingboro shall be eligible to receive an annual payment for health insurance benefits including dental benefits in an amount equal to fifty-

percent (50%) of the total cost up to and including the Husband and Wife Plan. The member will be responsible for the remaining fifty percent (50%) of the total cost of the plan. A member who elects to utilize the Family Plan will be responsible for the difference between that plan and the Husband & Wife Plan. A member may drop his or her Township coverage and obtain coverage through another health benefit plan. In this case the Township will make a direct payment to the health care plan not to exceed the above noted amount annually. If a member drops his or her Township coverage he or she may return at any time to the Township's plan. In no case shall the Township's obligation extend beyond the age at which the member becomes Medicare eligible. If the spouse becomes Medicare eligible before the member the member must defer to single coverage.

- C. The Township reserves the right to change insurance plans or carriers or to self-insure directly or through a joint insurance fund so long as substantially equivalent benefits are provided. Prior to any change in plans or carriers, the Township shall notify the President of the Union. In the event that the Union decides to grieve the matter, the grievance shall be filed directly with the Township Manager within fifteen (15) calendar days of the notification and the matter will proceed directly to expedited arbitration. Pending conclusion of the arbitration, no change of plans or carrier will be made.

D. Insurance Buy-Back

Effective January 1, 2010, the Township agrees to make a payment to any employee who elects to waive their rights to certain insurance coverage provided by the Township and who provides the Township with proof of alternative insurance coverage. The payment will be on a calendar year basis and will be paid with the first (1st) pay in February and will be paid to those employees who have filed a waiver of coverage with the Township's Treasurer for the coming year. The waiver must be filed at least one (1) month in advance of the effective date of the waiver. The amount of the payment shall not exceed five thousand dollars (\$5,000) or fifty (50%) percent of the premium waived (whichever is less). Effective January 1, 2011, the payment shall not exceed five thousand dollars (\$5,000) or twenty five (25%) percent (whichever is less) of the premium for the waived Hospitalization Medical/Surgical-Major Medical insurance coverage; and sixty dollars (\$60.00) per year for a waiver of the Dental coverage. Effective January 1, 2012, the waiver will be in accordance with NJ Chapter 78 Pension and Health Benefits Reform. If an employee elects to re-join the Township group coverage, the employee shall make

an application to do so during the established enrollment period, and the employee shall pay to the Township the pro-rata portion of any unearned portion of the waiver payment previously paid to the employee.

ARTICLE XXVI
DISCIPLINARY PROCEEDINGS

- A. Any major disciplinary action imposed shall be in accordance with applicable statutes and regulations.
- B. Employees may be subject to minor disciplinary actions for just cause. All minor disciplinary actions may be grieved and arbitrated in accordance with the terms of this Agreement.
- C. The Union shall be immediately copied regarding any major disciplinary actions given to employees covered by this Agreement.

ARTICLE XXVII
REPLACEMENT OF LOST OR DAMAGED PERSONAL PROPERTY

The Township agrees to compensate an employee for non-negligent damage to, or loss of, prescription lenses damaged or lost in connection with the performance of duty, provided notice of the damage or loss shall be given to the immediate supervisor during or immediately following the end of the shift in which the damage or loss occurred. The liability of the Township shall be only for the actual cost thereof, provided that it shall not exceed the sum of fifty dollars (\$50.00) for a wristwatch or one hundred twenty five dollars (\$125.00) for the prescription lenses.

ARTICLE XXVIII
UNION RIGHTS

- A. The Township will provide released time, up to the equivalent five (5) days with pay, to one (1) employee per year for the purpose of attending Union conventions and meetings or for the conduct of Union business. The allowed time may be divided among more than one employee in units of no less than one-half days.

- B. Whenever meetings, negotiations or hearings are to be scheduled which involve the presence of Union representatives, the Township will make a reasonable effort to schedule the meeting, negotiation or hearing at a mutually convenient time, provided that the scheduling does not involve any violation of legal requirements with respect to the scheduling.

ARTICLE XXIX
PAYROLL DEDUCTION OF UNION DUES

- A. The Employer shall deduct regular Union dues from an employee's pay when so authorized in writing by the employee. The amount of such deductions will be certified to the Employer by the Union. The Employer shall remit the dues to the Union on a monthly basis, no later than 14 days following the month in which the deductions were made, accompanied by a list of employees from whose pay such deductions were made. The list shall include each employee's Social Security number, base weekly pay, and the amount of dues deducted for the month. A copy of such list shall also be forwarded to the Local President. Dues deductions for bargaining unit employees shall not be made for any other employee organization.
- B. Representation Fees: For all employees in the bargaining unit who do not pay dues in accordance with Paragraph A above, the Employer shall instead deduct a representation fee equal to a percentage of the regular dues as certified by the union, which shall be remitted to the Union in the same manner as dues. In the case of newly hired employees, deduction of representation fees will begin with the next paycheck following 30 days of employment, unless the employee has submitted a dues check-off card.

ARTICLE XXX
TRAINING PROGRAMS

Training Programs: The Township recognizes the value of training programs for employees and will provide employees with the opportunity for job related training at the expense of the Township, within the limits of budgetary allocations approved by the Township Council. Any training program and expenditures shall be subject to review and approval by the Township Manager. An employee request for participation in a training program shall be submitted through the Department Head to the Township Manager. Employees enrolled in job-related courses on a for credit basis may be eligible for tuition payments as will be provided in the Township's Personnel Policies and Procedures.

ARTICLE XXXI
TERM OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2017 through December 31, 2020, and for the succeeding period of twelve (12) months, unless either party shall notify the other in writing 90 days prior to the expiration of this Agreement of its desire to negotiate a new contract.

IN WITNESS WHEREOF, the Township and the Union have caused this Agreement to be executed by their proper officials.

Township of Willingboro

UFCW Local 1360

Ann K. Nally

[Signature]

Dated: 7/12/17

Dated: 6-12-17

ARTICLE XXXII
EXPERIENCE PAY

Effective January 1, 2017, all employees who have completed the following number of years of full time employment with the Township will be entitled to the specified annual increments of compensation added to the employees' base pay, beginning with the next pay period following anniversary dates of years of service.

8 th anniversary through 11 th	\$700.00
12 th anniversary through 15 th	\$1,200.00
16 th anniversary through 19 th	\$1,700.00
20 th anniversary and on	\$2,200.00