

**CONTRACT
BETWEEN**

TOWNSHIP OF WASHINGTON

AND

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, AFL-CIO

DISTRICT COUNCIL 71, LOCAL 3303L

January 1, 2012 - December 31, 2016

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PREAMBLE

This Agreement entered into by the Township of Washington hereinafter referred to as the "Employer" and the Local 3303L which is affiliated with Council 71 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment. The effective date of this contract shall be January 1, 2007, unless otherwise noted.

ARTICLE 1
RECOGNITION

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

ARTICLE 2
DUES DEDUCTION AND AGENCY SHOP

- A. The employer agrees to deduct monthly union membership dues from the pay of the employees, who individually request in writing that such deductions be made. The amount to be deducted shall be certified to the employer by the Treasurer of the union and the aggregate deductions from all employees shall be remitted to the Office of Council 71 together with a list of names of all employees for whom the deductions were made, by the tenth (10th) day of the succeeding month after such deductions were made.
- B. Employees covered by this Agreement may only request deductions for the payment of dues to the duly certified majority representative named herein.
- C. Any existing written authorization for payment of dues to any employee organization other than AFSCME, AFL-CIO will be terminated as of the date of this Agreement.
- D. The effective date of termination of dues deducted to the majority representative shall be as of July 1st next succeeding the date on which the notice of withdraw is filed with the employer.
- E. Fair Share Fee. For any employee represented by the union who does not pay dues, in accordance with Section (A) in this Article, the employer shall instead deduct a representation fee specified by the union pursuant to L. 1979, C477 (N.J.S.A. 34:13 A-5.5, et seq.), to be remitted to the union in the same manner as dues. In the case of new employees, deduction shall not take effect until thirty (30) days after the date of hire.

ARTICLE 3
WORK SCHEDULES

- A. The present work schedule is as follows with each day consisting of 8 hours:
1. Forty (40) hours per week Monday through Friday from Labor Day to Memorial Day - 8:00 a.m. to 5:00 p.m.
 2. Thirty-two (32) hours per week Monday through Thursday from Memorial Day to Labor Day- 8:00 a.m. to 5:00 p.m.
 3. Thursday evenings to 7pm maybe added when security is present in the building and agreed upon between Local 3303L and Township of Washington. Thursday hours; 8:00 a.m. to 5:00p.m. and 10:00 a.m. to 7:00 p.m. are to be rotated in each department.
- B. All employees shall receive two (2) fifteen (15) minute breaks, one during the first half of the employee's shift and one during the second half of the shift. Breaks scheduled at the discretion of the Department Head.
- C. All employees shall receive a one (1) hour unpaid lunch break, to be scheduled at the discretion of the Department Head during designated lunch break times.
- D. For the length of this contract, a day is to be recognized as eight (8) hours of work time.

ARTICLE 4
OVERTIME

- A. All time worked in excess of the employees normal work day (8 hours) or in excess of forty (40) hours per week (if the employee is scheduled to work a forty (40) hour work week as discussed in Article 3A) or thirty-two (32) hours per week (If the employee is scheduled to work a thirty two hour work week as discussed in Article 3A) employee shall be paid at time and one-half (1 1/2) of the employees regular hourly rate of pay.

All work performed on Sunday shall be compensated at double-time the employees rate of pay.

- C. Overtime shall be distributed as equally as possible among employees within the same department, then classification.
- D. Except in cases of emergency, at least one (1) hour advance notice shall be given for overtime required at the end of the regular workday.
- E. If an employee is required to work fifteen (15) minutes beyond his/her regular shift, he/she shall receive at least 1/2 hour overtime. If he/she are required to work 30 minutes beyond his/her regular shift, he/she shall receive at least one (1) hour overtime.
- F. If an employee is required to work beyond ten (10) consecutive hours, in one day, he/she shall be compensated at the rate of double time for all hours worked beyond the ten (10) hour period.
- G. If an employee is called in during a holiday, employee will receive overtime at double time for hours worked.
- H. All overtime must be approved by the appropriate Department Head.

- I. **Student Interns/Part Time/Seasonal employees shall not be offered overtime unless rank and file members are offered and are unavailable or refuse to work overtime.**

ARTICLE 5
CALL-IN TIME

- A. Any employee who is required to return to work during a period other than his/her regularly scheduled hours, shall be paid time and one half or whatever the appropriate rate for such work and shall be guaranteed not less than two (2) hours pay, regardless of the number of hours actually worked. Time shall begin at time of call, allowing a minimum of thirty minutes from time of call to actual reporting for work.

ARTICLE 6
INSURANCE

- A. The employee will receive a hospitalization plan/medical plan for the employee, spouse and dependents equivalent to or better than Patriot X and Patriot XV, attached hereto and Bollinger Insurance for prescriptions. Any changes must be agreed upon by the Township and Union representative.
- B. The employee shall receive a dental plan for each employee and their family, equivalent to or better than the present plan now in effect. Any changes must be agreed upon by the Township and Union representative.
- C. Disability Insurance Plan - a short term disability policy will be paid in full by the Employer for the employee only.
- D. Washington Township agrees to maintain coverage of a medical/hospitalization plan (medical, dental and prescription) for all retiring employees on pension or disability retirement and their spouse, according to the NJ State guidelines relative to retirement. Eligibility shall be based on the following as required either N.J.S.A. 40:10-23 and N.J.S.A. 52:14-17.37, whichever would be applicable at the time of retirement for:
- Employee retires at age sixty-two (62) or older with at least fifteen (15) years continuous service with Washington Township at the time of retirement.
- Employee retires with at least twenty (20) years of service with Washington Township, not necessarily continuous and twenty-five (25) years of service credit in the State of New Jersey administered retirement system.
 - Employee retires with twenty-five (25) years of service credit in the State of NJ administered retirement system, with fifteen (15) years of service with the Township. If an employee retires from Washington Township pursuant to the

above, that employee shall receive medical coverage from the township for the employee and his/her spouse at the time of the employee's retirement. If the employee dies after retirement, medical coverage for his/her spouse shall continue provided the spouse was married to the employee at the time of the employee's retirement and the spouse does not remarry after the employee's death. If the spouse remarries after the employee's death, the medical coverage will terminate. If the employee remarries after his/her retirement, the new spouse will not receive any medical coverage.

- E. The Township acknowledges that the State Health Care Program requires retired employees, when eligible, to apply for and obtain health coverage under Medicare Part B. The Township agrees to maintain full coverage of the employee, spouse and family when the employee retires in good standing, either on pension or as a result of medical disability, which will include the Township's requirement to pay the then existing costs of Medicare Part B.
- F. The Township shall not be required to cover the cost of Medicare Part B as set forth above in this paragraph for any employees hired after the date of the signing of this Agreement. In all other respects, health care coverage for all employees hired after the date of the signing of this Agreement shall remain the same.
- G. Employee's spouse/dependents shall be entitled to a reimbursement of up to \$100.00 every two (2) years for eyeglasses, upon providing evidence satisfactory to Township of the expense.

ARTICLE 7
WORKER'S COMPENSATION

- A. When an employee is injured on duty, he/she is to receive worker's compensation. The payment shall not be less than the employee's net salary (take home pay) during the period of disability, not to exceed one year.

- B. An employee who is injured on the job and is sent home, or to a hospital or doctor's office to obtain medical attention, shall receive pay at the applicable rate for the balance of his/her regular shift for that day.

ARTICLE 8

SICK LEAVE

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

1. Eight (8) hours per month from Memorial Day to Labor Day and Ten (10) hours per month from Labor Day to Memorial Day, a total of one-hundred fourteen (114) hours 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 his/her usual duties of their position, exposure to contagious disease, has a member of the immediate family (child, spouse, unmarried brother or sister, parent of member of the immediate family) with an illness which requires the employee to stay at 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 hour after the start of the work shift. Sick leave can be taken in one-hour increments.

D. If an employee is absent for three (3) consecutive working days, which is equivalent to twenty-four (24) working hours, the employer may require

acceptable medical evidence. The nature of the illness and the length of time the employee shall be absent should be stated on the medical certificate.

- E. Once per year and upon request, the employee shall be notified of the number of unused sick hours and vacation hours 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, or resignation of employment, an employee shall receive a lump sum payment at their then hourly rate of pay for one hundred (100%) percent up to fifteen thousand (\$15,000) of accumulated sick time. In the event of resignation/layoff, the maximum payable will be \$15,000. All employees must request compensation for earned and accumulated leave days (accumulated as of the beginning of the 21st year), to be paid beginning in the 21st year of his/her employment, and continuing in years 22, 23, 24 and 25. The yearly payments shall be one-fifth (1/5) of the employee's unused and accumulated leave fixed until retirement as of the date of the initial request (e.g. at the 21st year, the employee has accumulated \$35,000 worth of leave time; the employee will be paid \$7,000 per year in years 21, 22, 23, 24, and 25). Sick leave for purposes herein defined to mean absence from duty of an employee because of personal illness by reason for which such employee is unable to perform the usual duties of his/her position.

- G. The Township agrees to maintain coverage of a medical/hospitalization plan for the retiring employee on pension or medical disability.

- H. In cases of prolonged illness when an employee exhausts his accrued sick leave, the employee may authorize the Township to use his/her deemed vacation as sick time.

ARTICLE 9

BEREAVEMENT 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:

One (1) working day*	Aunt, Uncle, Niece, Nephew Grandfather, Grandmother, Son-in law, Daughter-in-law
Two (2) working days	
Five (5) working days	Father-in-law, Mother-in-law, Brother-in-law, Sister-in-law
Seven (7) working days	Mother, Father, Sister, Brother
Fifteen (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 may be 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.
- E. *A working day is equal to eight (8) consecutive hours worked by clerical personnel.
- F. For the purpose of this article, step parent/sibling/child shall be considered the same as immediate family.

ARTICLE 10

LEAVE OF ABSENCE

- A. Upon request an employee may be granted a leave of absence without pay for up to one hundred-twenty (120) working days where necessary for medical reasons, maternity or paternity, or for other reasons satisfactory to the employer. The employee shall be responsible for the continued health insurance payments and shall make suitable arrangements with the Township for the continuation of benefits.
- B. Military Leave: Military leave will be granted in accordance with State and Federal Law.
- C. Court Leave: Full-time employees shall be granted a leave of absence with pay, if they are called for jury duty for the time actually spent in court, provided such time is not a regular part of the duties of the employee. At times employees are subpoenaed as witnesses. In those cases, an employee may request that the Township consider granting said leave to give subpoenaed testimony with. pay. Requests for subpoenaed witness pay may be granted on a case by case basis.

The employee must notify his/her supervisor immediately upon receipt of summons for jury duty.

This section does not apply where an employee voluntarily seeks jury duty. No reimbursement of wages will be made for jury duty during holidays or vacations.

In order to receive pay for jury duty, adequate proof must be presented of time served on a jury and the amount received for such service.

ARTICLE 11

HOLIDAYS AND PERSONAL DAYS

- A. The following days are recognized as paid holidays:
- | | |
|-------------------------------------|------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King's Birthday | Thanksgiving Day |
| Washington's (President's) Birthday | Day after Thanksgiving |
| Good Friday | Memorial Day |
| Fourth of July | Labor Day |
| Christmas Day | Veteran's Day |
- Effective January 1, 2009-Day after Christmas
- 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. Employee will receive a floating Holiday for the Fourth of July only when it falls on a Friday or Saturday. Floating holiday must be taken in that calendar year. Holidays that fall on Sunday, shall be celebrated on the following Monday.
- D. Employees shall receive twenty-four (24) personal hours per year. During the first year of employment, personal time will be prorated based on date of hire. An employee shall give one (1) hours notice, unless there is a personal emergency. Unused personal days may not be carried over from one calendar year to the next. Employees who terminate their employment shall be reimbursed for any unused personal hours, prorated on the number of months of employment completed in the calendar year of their termination. Personal hours can be taken in one (1) hour increments.
- E. No holiday shall be granted other than those listed above, except such other holidays as are officially declared by the President of the United States or Governor of the State of New Jersey or when the Township Council declares by formal action, a holiday for all Township employees. This provision has no applicability when holidays are granted pursuant to a contract with other representatives, associations or unions.

ARTICLE 12
EQUAL TREATMENT

- A. There shall be no coercion, intimidation, or discrimination on the part of the Employer or the Union, or their respective agents, officers or members, against any employee covered by this Agreement for reason of age, sex, color, political affiliation, religious belief, or natural origin.

- B. The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules will be equitably applied and enforced.

- C. Ten (10) working days prior to the posting of any rules of work and conduct for employees established by the employer pursuant to Section B above, the Employer agrees to notify the Union of said rules. The Union shall then have the opportunity to review such rules prior to their implementation.

- D. Any and all rules of work and conduct or policies and regulations will be posted by the Employer five (5) working days prior to implementation.

ARTICLE 13

DUPLICATION OF AGREEMENT

- A. The Employer 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 14

LAYOFF

- A. In the event it becomes necessary to lay off employees, employees shall be laid off in the inverse order of their seniority. The Employer agrees to give thirty (30) days notice to the Union and the employee. Notice must be given in writing.
- B. In the event of a reduction in the work force, an employee with seniority, having held a position within a Township department has the right to bump down to another position provided there exists proven ability and/or aptitude.
- C. Employees shall be recalled from a layoff by seniority. Employees laid off shall be placed on a Township-wide recall list.
- D. All employees laid off shall receive the following severance pay.

1 to 3 years of service	2 weeks pay
4 to 7 years of service	4 weeks pay
Above 7 years of service	6 weeks pay
- E. No Student Interns/Part Time/Seasonal Employees will be allowed in the event of a layoff.

ARTICLE 15

DISCIPLINE AND DISCHARGE

- A. This paragraph shall only apply to permanent, non-probationary full time employees.
- B. All disciplinary actions shall be for just cause. An employee may be suspended or discharged immediately prior to an appeal or grievance hearing where it is determined by the township personnel that the employee is unfit for duty or is a hazard to any person if permitted to remain on the job.
- C. Employees *are* obligated to comply with all the rules and regulations of the employer provided such rules do not conflict with the express provisions of this agreement and are not otherwise unlawful and improper. Such rules and regulations shall be applied uniformly and without discrimination. The rules and regulations should be accessible to employees so that an employee can refer to them when needed. An employee who reasonably believes that he or she may be subject to disciplinary action in connection with any questioning by the Employer may have a Union representative present during such questioning. This shall not apply to interviews which are intended to provide counseling, information or instruction.
- D. The employer shall provide a copy of disciplinary charges to the employee and a copy of the notice shall be provided to the local Union representative and District Council representative. An employee may appeal a disciplinary finding beginning at the third step of the grievance procedure and within 10 working days of its occurrence. Nothing shall prevent the Union representative from investigating any discipline brought by the Employer. An employee is entitled to have a Union appointed representative at any grievance disciplinary hearing. Employees required as witnesses at such hearings as well as the local Union representative

shall not suffer any loss of regular pay. If the decision for direct reinstatement is with pay, the Township shall not receive credit for wages or compensation earned by the employee while he/she is not employed by the Township unless the employee receives unemployment compensation. Such compensation shall be subject to the rules and regulations set forth by Unemployment.

- E. The reckoning period for all disciplinary action shall be one year from the date of the final action. All copies and references to disciplinary action imposed on an employee shall not be considered for future sentencing in a disciplinary action if during the year following such determination no other disciplinary action against the employee is filed.

ARTICLE 16
SAFETY AND HEALTH

- A. The Employer shall at all times maintain safe and healthful working conditions, and will provide employees with 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. Employees who are required to regularly work directly with Computer Monitors shall do so under the following conditions:
1. All employees shall be entitled to an eye examination every other year.
 2. The eye examination shall be on the employee's time.
 3. The employee shall select the doctor from the approved list and the Employer will pay directly to the doctor for the examination.
 4. The Employer agrees to pay two-hundred twenty five dollars, (\$225.00) over and above any insurance reimbursement for corrective lenses/frames in order for the employee to perform his/her work every other year. Employee must show documentation.
 5. In the event that the employee's corrective lenses should exceed the allotment; the employee is responsible for the difference.
- D. A pregnant employee shall not be required to operate such equipment that her doctor indicates to be unsafe. A medical note from a physician is required. The employee shall be reassigned to other duties during the time of the medical exemption.
- E. The Employer shall maintain a safe and healthy lunchroom facility designated for employees only in each building, where space allows.

ARTICLE 17
GRIEVANCE PROCEDURE

Section 1:

Any grievance or dispute arising between the parties with respect to the application, meaning or interpretation of the sections contained in the Agreement, also included in the scope of grievable items, are disciplinary actions and 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 immediate Department Head, within ten (10) working days of its occurrence. Failure to act within said ten (10) day period shall deem and constitute an abandonment of the grievance. The Department Head shall try to adjust the matter and shall respond to the employee or shop steward in writing within ten (10) working days.

Step Two:

If the grievance has not been settled, it shall be presented to the Township Personnel Coordinator in writing within ten (10) working days, after the Department Head's response was due. The Personnel Coordinator shall meet with the shop steward and respond in writing within ten (10) working days.

Step Three:

If a grievance remains unsettled, the representative may within ten (10) working days after the reply of the Personnel Coordinator is due, given written to the Mayor or his/her designee, requesting a hearing with the aggrieved employee, his/her shop steward, the Mayor or his/her designee and the Business Representative of the union. The hearing will be held in no less than three (3) working days and no more than twenty (20) working days.

Step 4:

If the grievance remains unsettled, the representative may within thirty (30) working days after the reply of the Mayor or his/her designee, by written notice to the Mayor or his/her designee proceed to arbitration. A request for arbitration must be made no later than such thirty (30) day period and failure to file within said time will constitute a bar to such arbitration, unless otherwise agreed.

Section 2:

Arbitration proceedings shall be conducted by an arbitrator who will be selected by the Employer and the Union, within seven (7) working days after notice has been given. If the parties fail to agree upon an Arbitrator, the New Jersey Public Employment Relations Commission (P.E.R.C.), 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 shall be binding on both parties.

Section 3:

Expenses for the Arbitrator's service and the proceedings under Section 2 and 3 shall be borne 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.

Section 4:

Union will notify the employer in writing of the names of its members (a maximum of three members) who are designated by the Union to represent employees under the grievance procedure. One (1) member so designated by the Union will be permitted to confer with other Unions, employees, and with Township representatives regarding matters of employee representation during working hours without loss of pay for periods not in excess of one (1) hour per week unless additional time is authorized by the Township.

ARTICLE 18
PAY PERIOD AND PAY DAY

Section 1:

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

Section 2:

When the regular payday occurs on a holiday, the Township shall pay the employees on the regular workday 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 19

BILL OF RIGHTS

To insure that the individual rights of 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 state of a disciplinary hearing.
- C. No employee shall be required by the Employer 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 Union and Employer 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 Employer.
- F. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as a result of the exercise of his rights under this agreement.

ARTICLE 20

SEVERABILITY

Section 1:

If any section, subsection, paragraph, sentence, clause or phrase of this Agreement should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of the 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 agree to begin renegotiations on the invalid portion within thirty (30) days.

ARTICLE 21

PROBATION PERIOD

Section 1:

A. All new hires with the Township will be on probation for a period of ninety (90) days. The Township will unilaterally have the ability to extend probationary period to six (6) months. The Mayor or his/her designee may require reports and recommendations from immediate Supervisors and Department Heads to determine whether he/she shall be granted permanent status or dismissed.

ARTICLE 22

VACATION LEAVE

A. Employees covered under this Agreement shall be entitled to the following vacation allowance. Vacation is calculated on the 40/32 hour work week.

	Hours
1 st year of service	38 hours per year to be used after probationary period/Leave will be prorated based on date of hire
2 nd year through 4 th year	76 hours per year
5 th year through 9 th year	115 hours per year
10 th year through 14 th year	153 hours per year
15 th year through 17 th year	162 hours per year
18 th year	172 hours per year
19 th year	181 hours per year
20 th year and up	190 hours per year

B. Part Time Employees working 1476 hours per year shall be entitled to three (3) six (6) hour vacation days per year. Any Part Time Employee working more than 20 hours per week but under 1476 hours per year shall be entitled to two (2) five (5) hour vacation days per year. Seasonal Employees are not entitled to vacation time.

C. Employees can carry 5 days (a work day as recognized in Article 3 D) of vacation time over into the next year. Additional time may be permitted at the discretion of the Department Head with the approval of the Mayor.

- D. After completion of the first full year of employment all vacation time will be credited up front to the employee for that year on January 1st of each year.
- E. Probationary employees vacation time accrued will not be available to use until the employee has been employed for ninety (90) days.
- F. Employees shall be allowed to use vacation time in two (2) hour increments.
- G. Upon retirement or termination or resignation of employment, employees shall be paid for all vacation leave not used at their then hourly rate of pay.
- H. 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 Office at least thirty-two (32) hours prior to the expected vacation. Vacation pay can only be advanced if the employee will be on vacation on the regular payday.
- I. Vacation time shall be determined by the length of continuous full time service except those re-employed within a two-year period following termination of employment.
- J. A leave request form must be submitted at least thirty-two (32) working hours in advance for all vacation requests of four or more days. For requests of less than four (4) days, eight (8) working hours notice must be given.

ARTICLE 23
GENERAL PROVISIONS

Section A: Bulletin Boards

Bulletin Boards will be provided by the Employer at permanent work locations for the use of the Union, for the sole purpose of posting Union announcements and other Union information.

Section B: Union Activities on Employers Time and Premises

The Employer agrees that during working hours, one (1) hour total a week, on the Employer's premises and without loss of pay, Union representatives shall be allowed to:

1. Post Union notices
2. Distribute Union literature
3. Transmit communications authorized by the Local Union or its officers, to Employer or his/her representative, both written or oral.
4. Solicit Union membership during other employee's non-working time.

Section C: Visits by Union Representatives

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, both Local, District or International shall have the right to visit the premises during working hours so long as such visit shall not interfere with employees duties.

Section D:

The Employer shall grant release time with pay for two (2) officers or members elected by the Union to attend Union functions, with a five (5) day written notice to the Personnel Director. In non-convention years, elected officers or members shall be entitled to five paid days per year. In convention years, elected officers or members shall be entitled to ten paid days per year, unless a representative for the Township does not attend the convention, in which case the elected officers or members will only receive five (5) paid days.

ARTICLE 24

SENIORITY & INTERN/SEASONAL/PART TIME EMPLOYEES

- A. Seniority is defined to mean the accumulated length of continuous full time service with the Local 3303L, computed from the last day of hire. An employee's length of service shall not be reduced by time lost due to authorized leaves of absence.

- B. In cases of promotion, demotions, layoff, re-employment, vacation schedules, and other situations where employee's advantages or disadvantages are concerned, an employee with the greatest amount of seniority shall be given preference, provided he/she has the ability to do the work involved.

- C. Commencing with the signing of the Agreement, all part time employees that become full time employees shall have half (1/2) of his/her part time number of years of service credit towards their full time status.

- D. If any employee leaves the bargaining unit and is offered re-employment with the Local 3303L, said employee shall lose all accumulated seniority. Said employee shall be placed at the bottom of the seniority list, regardless of job title.

- E. One (1) Student Intern at a rate of a minimum of \$10.00 and up to \$12.00 per hour. The student rate shall be effective only so long as the employee is an active student. If an employee hired at the student rate becomes a regular employee of the Township, that employee shall immediately be paid in accordance with the pay scales set forth in the current collective bargaining agreement between the parties. No student employee shall be allowed in the event of a layoff. Student employees shall not be offered overtime unless rank and file members are offered and are unavailable and/or refuse.

Student Intern's scheduled working hours will be the same as the department they are working in.

- F. Two (2) Seasonal Employees for a maximum of 120 days to fill seasonal needs of the Township. No seasonal employee will be allowed in the event of a layoff. No seasonal employees shall be employed by the Township for more than 120 days in one calendar year. Seasonal Employees shall be paid the temporary rate as set forth by the parties of a minimum of \$10.00 and up to \$12.00 an hour. Seasonal employees shall not be offered overtime unless rank and file members are offered and are unavailable or refuse to work overtime. Seasonal employees scheduled working hours will be the same as the department they are working in.
- G. Five (5) Part Time Employees to fill the needs of the Township at any given time. No Part Time Employee will be allowed in the event of a layoff. Part Time employees shall not be offered overtime unless rank and file members are offered and are unavailable or refuse to work overtime. Part Time employees will work no more than 30 hours a week from Labor Day to Memorial Day and no more than 24 hours a week from Memorial Day to Labor Day and they must follow the same work schedule as rank and file members.

ARTICLE 25

JOB POSTING

- A. Any vacancies or newly created positions shall be posted prominently for thirty-two working hours. 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 interested in applying.
- B. A copy of each notice posted shall be forwarded to the Local Union.
- C. Posted positions shall be filled from those applying and by the most senior employee who has the necessary ability and aptitude to perform the required duties. If no present employee has the necessary ability and aptitude to perform the required duties, then the Employer may fill the job with a new employee.

ARTICLE 26

MAINTENANCE OF EXISTING CONDITION

- A. The Township agrees that all lawful benefits, terms, and conditions of employment existing at the commencement of this Agreement shall be continued in effect in accordance with New Jersey Law.

ARTICLE 27

CREDIT UNION. CHECK-OFF

- A. The Employer 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:917.

Article 28

Wages

NEW CLERICAL STEP PROGRAM

		2012	2013	2014	2015	2016
Student Rate	10.00 to 12.00 - Eligible for COLA the 1st January after 1 year anniversary.					
Clerk I	1st yr	15.82	16.14	16.46	16.79	17.12
	2nd yr	16.34	16.67	17.00	17.34	17.68
	3rd yr	16.86	17.20	17.54	17.89	18.24
	4th yr	17.38	17.73	18.08	18.44	18.80
	5th yr	17.90	18.26	18.62	18.99	19.36
	6th yr +	18.42	18.79	19.16	19.55	19.94
Clerk II	1st yr	19.01	19.39	19.78	20.18	20.58
	2nd yr	19.64	20.03	20.43	20.84	21.25
	3rd yr	20.27	20.67	21.08	21.50	21.92
	4th yr	20.90	21.31	21.73	22.16	22.59
	5th yr	21.53	21.95	22.38	22.82	23.26
	6th yr +	22.14	22.59	23.04	23.50	23.97
Clerk III	1st yr	19.80	20.19	20.60	21.01	21.43
	2nd yr	20.45	20.85	21.27	21.70	22.13
	3rd yr	21.10	21.51	21.94	22.39	22.83
	4th yr	21.75	22.17	22.61	23.08	23.53
	5th yr	22.40	22.83	23.28	23.77	24.23
	6th yr +	23.06	23.52	23.99	24.47	24.96
Senior Clerk	1st yr	21.39	21.82	22.25	22.70	23.15
	2nd yr	22.09	22.53	22.98	23.44	23.91
	3rd yr	22.79	23.24	23.71	24.18	24.67
	4th yr	23.49	23.95	24.44	24.92	25.43
	5th yr	24.19	24.66	25.17	25.66	26.19
	6th yr +	24.90	25.40	25.90	26.42	26.95
Police Payroll	1st yr	24.46	24.95	25.45	25.96	26.48
	2nd yr	24.70	25.20	25.70	26.22	26.74
	3rd yr	24.94	25.45	25.95	26.48	27.00
	4th yr	25.18	25.70	26.20	26.74	27.26
	5th yr	25.42	25.95	26.45	27.00	27.52
	6th yr +	25.68	26.20	26.72	27.26	27.80
Secretary I / Payroll	1st yr	23.06	23.52	23.99	24.47	24.96
Benefits Clerk	2nd yr	23.82	24.29	24.78	25.27	25.78
	3rd yr	24.58	25.06	25.57	26.07	26.60
	4th yr	25.34	25.83	26.36	26.87	27.42
	5th yr	26.10	26.60	27.15	27.67	28.24
	6th yr +	26.86	27.39	27.94	28.50	29.07
Secretary II	1st yr	25.10	25.60	26.12	26.64	27.17
	2nd yr	25.86	26.37	26.91	27.45	27.99
	3rd yr	26.62	27.14	27.70	28.26	28.81
	4th yr	27.38	27.91	28.49	29.07	29.63
	5th yr	28.14	28.68	29.28	29.88	30.45
	6th yr +	28.90	29.47	30.06	30.67	31.28

ARTICLE 29
WORK IN OTHER CLASSIFICATIONS

- A. When an employee is assigned in writing by a Department Head to work in a higher rate classification, the employee shall receive the higher rate of pay for those hours actually worked.

ARTICLE 30
LONGEVITY

A. Upon completion of the fifth year of service, longevity will be made as follows:

5 th – 9 th year	3.5%
10 th – 14 th year	5.0%
15 th – 19 th year	6.0%
20 th – retirement	6.5%

Percentages x base salary = longevity amount and will be paid November 1st of each year eligible for longevity in one lump sum. Payment will be made in a separate check.

Any new employee hired after March 13, 1997 will receive longevity on the same time schedule, but in the following amounts:

5 th – 9 th year	\$750.00
10 th – 14 th year	\$1125.00
15 th – 19 th year	\$1500.00
20 th – retirement	\$2250.00

In the event of retirement or resignation of employment, employees shall be paid for their longevity at their percentage times their base salary at a pro-rated amount if the employee leaves before November 1st.

Employees hired after August 21, 2013 will not be eligible for longevity.

ARTICLE 31
EDUCATIONAL BENEFITS

- A. The Employer shall pay all costs incurred by an employee for the purpose of maintaining required license or certification.
- B. The Employer agrees to reimburse employees for tuition only upon satisfactory completion of courses leading to advancement or improvement of skill in the employee's field. This shall be limited to four (4) courses per year at the prevailing county college or state college rate.
- C. Township time: Workshops, seminars, re-certification required by the State and recommended by management, without loss of pay.
Employee's time: Advanced degrees, unrelated certification or certification not required to maintain job, employee's time.
- D. Township will pay for books but must become Township property. Employees must use books in the "Township" library, the books will be purchased.

ARTICLE 32
REIMBURSED EXPENSES

- A. Employees shall be reimbursed for the following travel expenses while on Township business or required schooling:
1. Mileage – (current Federal rate if Township vehicle not used.)
 2. Gas – (if not obtained at municipal gas pumps).
 3. Tolls
 4. Parking

ARTICLE 33
SIGNING OF AGREEMENT

- A. All aspects of this contract, other than salaries and the longevity percentage rates, which are retroactive, shall be prospective upon signing of this Agreement.

ARTICLE 34
MANAGEMENT RIGHTS

- A. The Township hereby retains and reserves unto itself without limitations, all powers, rights, authority, duties and responsibilities not explicitly modified or restricted by this agreement, conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States, including but not limited to, the following:
- a. To executive, management and administrative control of the Township Government and its properties and facilities, and the activities of its employees.
 - b. To hire employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees.
 - c. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law, subject to the grievance procedure.

ARTICLE 35
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 understanding 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 bargainable rights, and each agrees that the other shall not be obligated to bargain to negotiate with respect to any subject or matter that may not have been within the knowledge or contemplation of either of 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 36
TERMINATION OF AGREEMENT

This agreement shall be effective and remain in full force from January 1, 2012 through December 31, 2016. This Agreement shall remain in full force and effect during the period of renegotiations for a successor agreement.

American Federation of State
County and Municipal Employees
AFL-CIO, Council 71, Local 3303L

Township of Washington

BY: 
Mattie Harrell Executive Director
District Council 71

BY: 
Barbara Wallace
Mayor


Local 3303L – Chairperson


Business Administrator


Local 3303L – Vice Chairperson


Township Clerk


Local 3303L – Secretary

APPENDIX 1

The following will be used as a guideline for the purpose of progressive corrective/disciplinary action:

1. Counseling
2. Oral Warning
3. Written Warning
4. Official reprimand
5. Suspension – five (5) days or less
6. Suspension – six (6) days or less
7. Demotion
8. Termination



**WASHINGTON TOWNSHIP
AmenHealth \$10/\$15 Plan**

	2007-2008			
	Individual	Family	Individual	Family
Deductible:	N/A	\$200/\$500	N/A	\$500/\$1000
Coinsurance:	N/A	70% after deductible	N/A	70% after deductible
Coinsurance Limit: (Single/Family)	N/A	\$2,000/\$4,000	N/A	\$2,000/\$4,000
Lifetime Maximum Benefit:	N/A	\$5,000,000	N/A	\$5,000,000
Primary Care Physician Visits (Office Visits)	100% after \$10/visit	70% after deductible	100% after \$10/visit	70% after deductible
Primary Care Physician Visits (After Hours)	100% after \$15/visit	70% after deductible	100% after \$15/visit	70% after deductible
Specialty Care: (Office Visits)	100% after \$15/visit	70% after deductible	100% after \$15/visit	70% after deductible
Specialty Care: (Diagnostic Outpatient Testing)	100% after \$15/visit	70% after deductible	100% after \$15/visit	70% after deductible
Specialty Care: (Phys, Occ, Speech Therapy)	100% after \$15/visit	70% after deductible	100% after \$15/visit	70% after deductible
SPU Surgery:	No co-pay	70% after deductible	No co-pay	70% after deductible
Hospital Inpatient:	100%	70% after \$2000/actual stay deductible	100%	70% after deductible
Skilled Nursing Facility:	No co-pay	70% after deductible	No co-pay	70% after deductible
Emergency Room (co-pay waived if admitted)	\$50 co-pay	\$50 co-pay	\$50 co-pay	\$50 co-pay
Home Care:	No co-pay	70% after deductible; 60 visits	No co-pay	70% after deductible; 60 visits
Maternity: (First CB Visit)	100% after \$15/visit	70% after deductible	100% after \$15/visit	70% after deductible
Maternity: (Hospital)	No co-pay	70% after deductible	No co-pay	70% after deductible
Mental Health: (Inpatient)	No co-pay, 30 days	70% after deductible; 60 days	No co-pay, 30 days	70% after deductible; 60 days
Mental Health: (Outpatient)	\$15 co-pay/V, 20 visits	70% after deductible; 30 visits	\$15 co-pay/V, 20 visits	70% after deductible; 30 visits
Substance Abuse: (Inpatient Rehabilitation)	No co-pay, 30 days	70% after deductible; 30 days	No co-pay, 30 days	70% after deductible; 30 days
Substance Abuse: (Outpatient Rehabilitation)	No co-pay, 60 visits	70% after deductible; 30 visits	No co-pay, 60 visits	70% after deductible; 30 visits
Preventive Care: (Routine Eye Exam, per benefit schedule)	100% after \$10/visit	Not Covered	100% after \$10/visit	Not Covered
Physical Exam:	100% after \$10/visit co-payment	See Insurance Certificate	100% after \$10/visit co-payment	100%
Immunizations:	100% after \$10/visit co-payment	See Insurance Certificate	100% after \$10/visit co-payment	PEDIATRIC = 70% no deductible
Rectal Mammography:	100% after \$15/visit	Covered (state-specific guidelines)	100% after \$15/visit	70% after deductible
Rectal GYN Exam:	100% after \$15/visit	Not Covered	100% after \$15/visit	70% after deductible
Pediatric Preventive Dental Exam:	100%	Not Covered	100%	Not Covered



WASHINGTON TOWNSHIP
AmeriHealth \$10/\$15 Plan

2007-2008

Chiropractic Care:	100% after \$150/ded	70% after deductible	100% after \$150/ded	70% after deductible
Prescription Lens Reimbursement:	\$100 every 24 months		\$100 every 24 months	
Prescriptions:	\$10/\$50, 30 Day ***The Township reimburses to \$10 monthly		\$10/\$50, 30 Day ***The Township reimburses to \$10 monthly	
Prescriptions (Contraceptives):	Covered		Covered	
Prescriptions (31-Day Supply) (RETAIL & MDG):	\$1000/30 copy ***The Township reimburses to \$15 monthly		\$1000/30 copy ***The Township reimburses to \$15 monthly	
Durable Medical Equipment:	Not Covered	70% after deductible	100%	70% after deductible
Bariatric Surgery:	\$0	Not Covered	\$0	Not Covered

*For Restorative purposes only, please refer to benefit document for full and complete description





**WASHINGTON TOWNSHIP
AmeriHealth \$20/\$25 Plan**

	2007-2008			
	2007		2008	
Deductible:	N/A	\$300/\$600	N/A	\$300/\$600
Coinurance:	N/A	80% after deductible	N/A	80% after deductible
Coinurance Limit: Single/Family	N/A	\$1,200 single / \$2,000 family	N/A	\$1,000 single / \$2,000 family
Lifetime Maximum Benefits:	N/A	Unlimited	N/A	Unlimited
Primary Care Physician Visits: (Office Visits)	100% after \$20/visit	80% after deductible	100% after \$20/visit	80% after deductible
Primary Care Physician Visits: (After Hours)	100% after \$25/visit	80% after deductible	100% after \$20/visit	80% after deductible
Specialty Care: (Office Visits)	100% after \$25 copay	80% after deductible	100% after \$25 copay	80% after deductible
Specialty Care: (Injections, Outpatient Testing)	100% after \$25 copay	100% covered	100% after \$25 copay	100% covered
Specialty Care: (Phys, Occ, Speech Therapy)	100% after \$25 copay	100% covered	100% after \$25 copay	100% covered
SPU Surgery:	No copay	100% Covered	No copay	100% Covered
Hospital Inpatient:	No copay	100% Covered	No copay	100% Covered
Skilled Nursing Facility:	No copay	100% Covered	No copay	100% Covered
Emergency Room (copay waived if admitted)	\$50 copay	\$30 copay	\$50 copay	\$50 copay
Home Care:	100%	100%	100%	100%
Nursing: (First 90 Visit)	\$25 copay	80% after deductible	\$25 copay	80% after deductible
Nursing: (Hospital)	No copay	100% Covered	No copay	100% Covered
Mental Health: (Inpatient)	No copay, 30 days	0 - 30 d - 100%, 31 - 90 d - 80%	No copay, 30 days	0 - 30 d - 100%, 31 - 90 d - 80%
Mental Health: (Outpatient)	100% after \$25 copay/visit, 20 visits	80% after deductible	100% after \$25 copay/visit, 20 visits	80% after deductible
Substance Abuse: (Inpatient Rehabilitation)	No copay	100%, 30 days	No copay, 30 days	100%, 30 days
Substance Abuse: (Outpatient Rehabilitation)	No copay, 30 days	80%, 30 days	No copay, 30 days	80% after deductible, 30 days
Preventive Care: (Routine Eye Exam, per benefit schedule)	\$25 copay	Not Covered	\$25 copay	Not Covered
Physical Exam:	\$20 copay	100% (state spec guide)	\$20 copay	100% (state spec guide)
Injections:	\$20 copay	100% (state spec guide)	\$20 copay	100% (state spec guide)
Routine Mammography:	\$25 copay	100% (state spec guide)	\$25 copay	100% (state spec guide)
Routine GYN Exam:	\$25 copay	100% of UCR up to \$150	\$25 copay	100% no deductible
Pediatric Preventive Dental Exam:	100%	Not Covered	100%	Not Covered
Chiropractic Care:	\$25 copay, 20 visits	80% after deductible	\$25 copay, 20 visits	80% after deductible
Prescription Lens Replacement:	\$70 every 24 months		\$70 every 24 months	
Prescriptions:	\$10/\$50, 90 Day ***The Township reimburses to \$15 monthly		\$10/\$50, 90 Day ***The Township reimburses to \$15 monthly	
Prescriptions: (Contraceptives)	Covered		Covered	



**WASHINGTON TOWNSHIP
AmeriHealth \$20/\$25 Plan**

2007-2008				
	2007		2008	
Prescriptions (31-99 Day Supply) (RETAIL & INCD)	\$20/30/60 copy **The Township reimburses to \$15 monthly		\$20/30/60 copy **The Township reimburses to \$15 monthly	
Durable Medical Equipment	Not Covered	80% after deductible	Not Covered	80% after deductible
Artistic Services	60	Not Covered	60	Not Covered

* For illustrative purposes only, please refer to benefit documents for full and accurate description

