

## Preface

This Agreement, is made and entered into this \_\_\_ day of March, 2005, by and between the Township of Willingboro, a body corporate and politic, hereafter referred to as the "Township"; and Willingboro Township Public Works Employees Association, hereafter referred to as the "Association"

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

### Article I: Recognition

In order to promote harmonious relations between the Township and the Association, 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 Association as the sole and exclusive collective negotiating representative for full-time Association 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 Association 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 Association in the negotiating unit as defined.

C. References to males shall include females, and references to females shall include males.

### Article II Negotiation of Successor Agreement

A. Consistent with NJSA 34:13A-1 et seq., as set forth in this Agreement with the Association, the Township shall negotiate proposed changes or modifications to the terms and conditions of employment directly affecting the welfare and employment of the Association members, which terms or conditions have not been preempted by statute or regulation.

B. Not later than September 2006, 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 Association 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, utilized the services of outside consultants and may call upon professional and lay

representatives to assist in the negotiations. The costs incurred by either party for the services of consultants, professionals or lay representatives, shall be paid by the party utilizing the service and incurring the cost.

D. Whenever members of the bargaining unit 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 Association 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 Association based upon the interpretation, application or violation 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 Association, making the claim on behalf of the employees or group of employees or the Association on behalf of itself.

C. A "party in interest" is the person or persons making the claim and any person, including the Association or Township, who might be required to take action or against whom action might to 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.

F. Level One: An employee with a grievance shall first discuss it with his/her immediate supervisor; either directly or through the Association'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 One, or if no decision is rendered within seven (7) day period, an aggrieved person may verbally or in writing present the grievance to a Division Supervisor within 15 days of the meeting with the immediate supervisor of the occurrence of the event giving rise to the grievance or within 15 days of when the aggrieved person should reasonably have known of its occurrence. The Division Superintendent shall attempt to adjust the matter within seven (7) days by meeting with the aggrieved person and shall render a decision in writing, with copies to the Department Head and to the Association.

H. Level Three: 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 Association. The Department Head, or the designated representative of the Department Head shall meet with the aggrieved person, the Association and the individual rendering the decision at the first and/or second level of this procedure. The decision of the Department Head shall be rendered, in writing, within seven (7) day after the grievance is presented to the Department Head with copies to the Township Manager and the Association.

I. Level Four: If the aggrieved person is not satisfied with the decision rendered in Level Three or if no decision is rendered within the seven (7) day period, it shall be presented to the Township Manager within seven (7) day 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 Association. The Township Manager, or the designated representative of the Township Manager, shall meet with the aggrieved person and any representative of the Association designated by the Association in an attempt to adjust the matter within thirty (30) days, and shall render a decision in writing, with copies to the aggrieved person, the Department Head, and the Association

J. Level Five: In the event a grievance is not settled to the satisfaction of all parties at the conclusion of Level Four, the Association may, within seven (7) days after the decision of the Township Manager or within seven (7) days after the 30th day next following the date the grievance was served on the Township Manager, whichever shall first occur, serve notice on the Township Manager that the matter is being referred to final, binding 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.

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

L. Any grievant may represent himself/herself through Level Two of this procedure. When an employee is not represented by the Association, the Association 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 Association.

M. 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 Association, or any other participant in the grievance procedure by reason of such participation.

N. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Township directly and the process of such grievance shall commence a Level Three.

O. All decisions rendered shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to the Association within the specified times.

P. 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 Privileges

A. Pursuant to NJSA 34:13A-1 et seq. The Township agrees that every employee of the Township shall have the right to freely organize, join and support any organization for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. The Township agrees that bargaining unit members, without regard to their Association membership, shall have the right freely to organize, join and support the Association and its affiliates for the same purpose. 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 Association 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 notice of the reasons for such meeting(s) or interview(s) and shall be entitled to have a Representative(s) of the Association 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 Association 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 Association Rights and Privileges

A. The Township agrees to furnish or make available for inspection or copying for a fee, to the Association, 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 Association 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 employees in disciplinary proceedings. The Association shall make available documentation intended to be used by or on behalf of employees in disciplinary proceedings. Neither the Association, 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 Association 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 Association shall be permitted to transact official Association 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.

D. The Association shall have in each building or work site the exclusive use of a bulletin board in lounges and dining rooms and other appropriate areas. The Association shall also be assigned adequate space on the bulletin board in the Township central office for Association notices.

E. The Association 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 Association 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 Association shall pay for any materials or supplies in connection with such use. The Association 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 Association shall have the right to use the interoffice mail system.

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

I. The Association's majority representative or its representatives shall be granted five (5) days to attend to Union business at seminars, workshops, etc.

#### 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 hour (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.

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 Association 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 Garage and Yard operating hours are generally from 7:00 a.m. to 3:30 p.m.

#### C. Lunch Periods and Breaks

1. Each employee shall be entitled to a half hour per day lunch period with pay.
2. Employees shall also be entitled to two (2) fifteen (15) minute paid breaks during the working day with one usually scheduled in the morning and one usually scheduled in the afternoon.

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.

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 Association, 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 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 a 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 1/2 times. All hours between 12:01 AM and 6:00 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 1/2 times.

All hours beyond the employee's workday and 12:00 PM (midnight) shall be paid at 1 1/2 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 meal allowance and breaks or provide same through the Township at its own facilities.

M. All Sunday and Holidays work if required shall be paid at 1 1/2 times the rate of pay, except for those individuals normally scheduled to work weekends.

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

#### Article XI Compensatory Time

A. Compensatory time may be accumulated in accordance with the Township's Personnel Policies, provided that the accumulation has been approved by the Department Head or his designee . 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 that it was earned at. 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 1/2). Unused compensatory time shall not be carried over into a subsequent year.

#### Article XII -Salary and Wages

All members of the Willingboro Township Public Works Association shall receive the following increases in their base salary:

- Effective January 1, 2004 – 3.5% above the year 2003 base salary.
- Effective January 1, 2005 – 3.65% above the year 2004 base salary.
- Effective January 1, 2006 – 3.75% above the year 2005 base salary.

#### Article XIII Uniforms

All employees covered under this Agreement shall be provided with uniforms by the Township. 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 \$100.

The Township shall supply all foul 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 and education programs for employees and will provide employees with the opportunity for, job related training and education at the expense of the Township, within the limits of budgetary allocations approved by the Township Council. Any training and education program and expenditures shall be subject to review and approval by the Department Head. Any training and education program offered to any member of the unit shall also be made available to other members if appropriate, based on job title and duties.

## 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 1 ½ 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 each full month of employment.

B. Beginning with the second year of employment through and including seventh year of employment, fifteen (15) days per year.

C. Beginning with the eighth year of employment through and including the twelfth year of employment eighteen (18) days per year.

D. Beginning with the thirteenth year of employment twenty-three (23) days.

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.

#### 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 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 1<sup>st</sup> (132 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 maybe 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 maybe 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 eight (8) consecutive months, except with respect to a period of time during which an employee is hospitalized and provided that the Township shall give the employee a warning notice after the 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 scheduled work day 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 require that the medical certification be provided by a physician selected by the Township, the employee shall be notified by the Township of the requirement 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 is not covered by medical insurance.

N. For purposes of calculating total earned sick leave, a day for 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 \$600.00 or personal days. If a cash payment is chosen, the payment shall be made within 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 the each year of this Agreement. If the member elects to receive days instead of the cash payment, then two of the days shall 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 to 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 a cash payment.

## Article XIX Accumulated Sick Leave

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 members 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 Ten (\$10,000.00) 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 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, or daughter-in-law, brother-in-law and sister-in-law, or a person residing with and dependent upon the employee from the day of death up to the equivalent of one workweek.

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 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—		Five Hundred Dollars
Completion of 12 years	—	One Thousand Dollars
Completion of 16 years	—	One Thousand Five Hundred Dollars
Completion of 20 years	—	Two Thousand Dollars

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.

#### Article XXV –Insurance

##### A. Group Health Insurance

1) As of January 1, 1994, the Township portion of the cost for members employed by the Township as of November 1, 1993, shall be limited to the cost of its least expensive HMO optional plan. If an employee chooses a plan which is more expensive, the employee will be responsible for the excess cost.

2) 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 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.

3) Effective January 1, 2002 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.

##### B. Group Dental Insurance

1) For members employed by the Township as of November 1, 1993, the Township shall continue to pay the full cost to provide dental insurance coverage, including family coverage.

2) 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.

3) Effective January 1, 2002, the Township shall pay the full cost to provide dental insurance coverage, including family coverage.

C. Effective January 1, 2003, an employee who retires from the Township after completing 25 years of full-time service with the Township shall be eligible to receive an annual payment for health insurance benefits including dental benefits in an amount not to exceed Three Thousand Five Hundred Dollars (\$3,500.00). Such employees may continue their coverage through the

Township's health benefit plans or obtain coverage through another health benefit plan. If another benefit plan is selected by the employee, the Township will make a direct payment to the health care plan not to exceed Three Thousand Five Hundred Dollars (\$3,500.00) annually. This payment shall be made up until the inclusion in Medicare.

D. 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 Association. In the event that the Association 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 carriers will be made.

#### E. Insurance Buy-back

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 [1<sup>ST</sup>] pay in January, 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 Two Thousand [\$2,000] dollars or fifty [50%] percent [whichever is less] of the premium for the waived Hospitalization Medical/ Surgical-Major Medical insurance coverage; and Sixty [\$60] dollars per year for a waiver of the Dental coverage. Effective January 1, 2005 the payment shall not exceed \$3,000 or fifty [50%] percent [whichever is less] of the premium for the waived Hospitalization Medical/ Surgical-Major Medical insurance coverage. Effective January 1, 2005, whenever fifty (50) percent or more of the Public Works Association membership elects to receive the insurance buy-back the payment amount during the affected coverage year shall not exceed \$3,500 or fifty [50%] percent [whichever is less] of the premium for the waived Hospitalization Medical/ Surgical-Major Medical insurance coverage. If an employee elects to re-join the Township's group coverage, the employee shall make 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 action for just cause. All minor disciplinary actions may be grieved and arbitrated in accordance with the terms of this Agreement.

C. The Association shall be immediately copied with any major or minor 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 or a wristwatch 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 prescription lenses.

## Article XXVIII -Association 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 Association conventions and meetings or for the conduct of Association 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 Association representatives, the Township will make a reasonable effort to schedule the meeting, negotiation or hearing at 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 Association Dues

A. The Township agrees to deduct dues of members of the Association from the wages due to those employees in accordance with an authorization signed by each individual employee and provided to the Township Treasurer. Thereafter, any changes in the dues, fee and assessments payable by employees to the Association shall be provided, in writing, to the Township by the President of the Association, which shall set forth the amount of the dues, fees and/or assessments to be deducted. The Township shall be under no obligation with respect to any change in the amount of the dues to be deducted until the first payroll occurring fifteen (15) days after the written notification is provided to the Township Treasurer.

B. Representation Fee in Lieu of Dues: The Township agrees, in accordance with the provisions of law, to deduct from the wages due to non-member employees included within the bargaining unit, a representation fee in lieu of dues for services rendered by the Association, in an amount equivalent to eight-five percent (85%) of the regular membership dues, initiation fees and assessments charged by the Association to its own members. The Association shall provide the Township Treasurer, in writing, with the amount of the representation fee and any changes thereto.

## Article XXX -Educational Payments

It is the policy of the Township to encourage employees to engage in educational programs in order that services rendered to the Township will be more efficient and effective. Employees are encouraged to continue their formal education through participation in off-duty and non-working

hours, educational programs that lead to certification or a degree. The Township may reimburse employees for educational expenses incurred by such participation for job related courses with prior approval of the Township Manager, provided funds have been budgeted for such reimbursement and the courses are taken at an accredited technical school, college or university. Approvals for such reimbursement are on a first come, first approved basis. The total number of courses approved for reimbursement is limited to the amount provided in the Township's annual budget. Tuition, fees and expenses may be reimbursed in whole or in part while the employee is in a paid status with the Township.

Article XXXI -Term of Agreement

This Agreement shall be in full force and effect from January 1, 2004 through December 31, 2006, 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 Association have caused this Agreement to be executed by their proper officials.

ATTEST:  
TOWNSHIP OF WILLINGBORO

\_\_\_\_\_  
Marie Annesee  
Township Clerk

\_\_\_\_\_  
Eddie Campbell, Jr.  
Mayor

ATTEST:  
WILLINGBORO TOWNSHIP .PUBLIC  
WORKS EMPLOYEES ASSOCIATION.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
DONALD GEORGE  
Association President