

AGREEMENT

BETWEEN

THE TOWNSHIP OF WINSLOW

AND

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

JANUARY 1, 2003 TO DECEMBER 31, 2006

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PREAMBLE

This Agreement entered into this _____ day of _____, 2004, by and between the Township of Winslow, (hereinafter the "Township"), and Camden County Council No. 10, New Jersey Civil Service Association, (hereinafter the "Union,"), has as its purpose the promotion of harmonious relations between the Township and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment, and represents the complete and final understanding on all the bargainable issues between the Township and the Union.

ARTICLE I**RECOGNITION**

The Township recognizes the Union as being the exclusive bargaining representative for the purpose of establishing salaries, hours and other terms and conditions of employment for all employees in the classifications listed and attached hereto and made a part hereof, and for such additional classifications as the parties may later agree to include or exclude.

The Township shall notify the Union in writing prior to the creation of new titles, of classifications of employees, or of the filling of or the elimination of existing classifications, title or positions, but none of the above shall be subject to negotiation. Compensation for new titles or classifications shall not be established without prior negotiations with Union.

ARTICLE II**MANAGEMENT RIGHTS**

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

ARTICLE III**EMPLOYEE RIGHTS**

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

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

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

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

E. The Township shall maintain a separate file on each employee containing such records as health insurance payments, medical, psychological and psychiatric examinations or results, pre-employment inquiries and background investigations. These files shall not be made available to the public by the Township absent the employee's written permission and/or order of a court of competent jurisdiction over the Township.

ARTICLE IV**CHECK OFF**

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

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

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

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

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

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

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

ARTICLE V

AGENCY SHOP

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

B. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A

copy of the written notice of the amount of fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

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

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

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

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

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

ARTICLE VI

WORK SCHEDULE

A. The regularly scheduled work week shall consist of:

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

2. Police Clerical, 40 hour work week Monday through Friday with half hour (1/2) lunch, starting at 8:00 a.m. and ending at 4:30 p.m.
3. Department of Public Works, Department of Parks and Recreation, 40 hour work week Monday through Friday with half hour (1/2) for lunch starting at 7:00 a.m. and ending at 3:30 p.m.
4. Water and Sewer, 40 hour work week starting at 7:00 a.m. and ending at 3:30 p.m. with half hour (1/2) for lunch. The Township reserves the right to add an additional shift and schedule employees as needed.
5. Public Safety Telcommunicators and Trainees, the work schedule of days, hours and shifts as currently exists in the police department based on a five (5) platoon work schedule. Police Dispatchers shall also be scheduled for three (3) training days per year on no less than five (5) days advance notification.
6. Building Maintenance Workers, 40 hour work week starting at 8:00 a.m. and ending at 5:00 p.m. with one (1) hour lunch. The Township reserves the right to establish alternative shifts as needed.

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

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

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

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

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

ARTICLE VII

OVERTIME

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

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

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

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

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

E. Overtime work shall be distributed as equally as possible among employees with the same classification. Employees may be required to work a reasonable amount of overtime. An employee may be excused from an overtime assignment provided he/she has presented a

valid reason which has been approved by the Department Head. The Department Head may require an employee with the least seniority to work an overtime assignment.

Voluntary overtime shall be distributed by classification and seniority from most senior on a rotating basis beginning with the employee immediately following the last senior employee that worked. The employee must respond to the offer of voluntary overtime in a timely manner. If the employee declines overtime, the employee's name shall go to the bottom of the overtime list. Mandatory overtime shall be distributed by classification and seniority to the least senior employee on rotating basis beginning with the employee immediately following the last employee that worked.

F. Overtime shall be paid no later than the second pay period after the applicable overtime shift was worked.

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

ARTICLE VIII

CALL IN TIME

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

ARTICLE IX

RATES OF PAY

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

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

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

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

Beginning January 1, 2003 all employees covered by this Collective Bargaining Agreement shall receive a salary/wage increase of three and one-half (3.5%) percent over the 2002 rate.

Beginning January 1, 2004 all employees covered by this Collective Bargaining Agreement shall receive a salary/wage increase of three and one-half (3.5%) percent over the 2003 rate.

Beginning January 1, 2005 all employees covered by this Collective Bargaining Agreement shall receive a salary/wage increase of three and one-half (3.5%) percent over the 2004 rate.

Beginning January 1, 2006 all employees covered by this Collective Bargaining Agreement shall receive a salary/wage increase of three and nine and one-half tenths (3.95%) percent over the 2005 rate.

A salary scale consistent with the foregoing and setting forth the salaries for each title in accordance with this paragraph is attached hereto as Schedule "A". Retroactive payments consistent with this Agreement will be paid as set forth in forth in Schedule "A".

E. Effective January 1, 2003 all employees subject to this Agreement shall mark their anniversary date of employment with the Township on January 1st of each year, for salary purposes.

F. Effective January 1, 2003 all employees who perform "on-call" service shall receive a payment of \$3.00/hour for time spent "on-call." This provision shall apply only to employees in the Water and Sewer Departments who are required to be "on-call." However, should any other employee be required by the Township to be "on-call" in the future, they shall also be entitled to the same "on-call" pay.

- G. 1. The Township agrees to deduct any amounts so authorized by any employee, in writing, for the Camden Council #10 Political Action Committee (P.A.C.). The total amount deducted will be forwarded to the designated individual per written instruction of Council #10, once per month, at a time convenient to the Winslow Township Treasury Department but no later than the 10th day of the following month.

2. Any employee recalled from lay-off status within one (1) year from the date of his or her most recent lay-off from the Township, shall receive the pay rate applicable from the applicable step from which he or she was laid off at the time of the lay off.

ARTICLE X

INSURANCE

A. The existing benefits, unless otherwise amended herein, for health insurance, dental, prescription, life insurance, major medical and disability shall continue being available at their current level. The prescription plan shall be a \$2.00 co-pay plan for generic brands and a \$5.00 co-pay for name brands whereby the employee shall be responsible to pay the first \$2.00 for each generic brand prescription and \$5.00 for each brand name prescription covered under said plan. Each employee shall receive a copy of his/her coverage from the insurance carriers spelling out the benefits. Employees shall also have the option of using the insurance provided mail in program for prescriptions, subject to all conditions and regulations associated with said program. All prescription contraceptive medications and devices are a covered benefit in the Township's prescription plan, and will be added to the Township's prescription coverage plan as soon as is practicable.

The maximum payment under employee provided dental coverage shall be \$1,500.00.

B. 1. Upon retirement an employee with 25 years of service to the Township and his/her spouse shall receive the same medical coverage in effect on the date of the employee's retirement and a co-pay rate of 65% paid by the Township and 35% paid by the retiree until the retiree and/or the spouse is eligible for Medicare/Medicaid or both at which time the Township shall pay for supplemental coverage plus prescription and dental coverage for the retiree and the spouse as the case may be at the same level of coverage in effect on the date of the employee's retirement. The retiree must certify annually in writing to the Township that he/she is not covered by any other medical insurer. If the retiree is covered by another medical insurer, the Township coverage shall terminate. There is included an option for the retiree to purchase at a co-pay rate of 65% Township and 35% retiree the family plan in the event the children have not gone beyond the age of coverage for same.

2. Upon retirement an employee who has reached the age of 62 years or older with at least 20 years of service with the Township, and his/her spouse, shall receive the same medical coverage in effect

on the date of the employee's retirement, at a co-pay rate of 55% paid by the Township and 45% paid by the retiree. The coverage shall cease for the retiree and dependents when the retiree becomes eligible for Medicare/Medicaid or both, and any and all supplemental coverage payments for which the Township is responsible to pay on behalf of the retiree shall cease at that time. This provision applies only those employees who choose to retire under the terms of this subsection.

C. As it applies to non-accident disability insurance, a twenty (20) calendar day eligibility waiting period exists. Employees on approved disability leave shall continue to accumulate sick days and credited service time for the purposes of longevity, for a period of time not to exceed one (1) year.

D. Effective thirty (30) days after the signing of this Agreement, the Township shall establish a bankable retainer fund to provide a retiree with the funds to be used exclusively for the payment of the retiree's required thirty-five (35%) percent health insurance co-payment obligation. The deductions from the fund shall be pre-tax dollars, and without interest. Employees who forego the payment of their accumulated sick leave, pursuant to Article XI, Section I, may, upon retirement, include the seventy-five (75%) percent value of all their accumulated sick leave in a bankable retainer, up to a maximum of \$35,000.00. The bankable retainer can be supplemented by deferring all or a part of the employee's other terminal leave payments. Retirees who opt out of the Retiree Health Program or who pass away prior to the exhaustion of the employee's bankable retainer fund, shall receive payment of all unexpended terminal leave payments (balances) to be paid to the employee or to the employee's estate, except for sick leave above the maximum provided under Article XI, Section I.

E. Effective upon the signing of this Agreement, any employee may choose, in writing, and only during periods of regular open insurance enrollment, to drop Township health insurance and/or prescription coverage and receive a monetary payment in lieu thereof. Employees who elect to drop Township health and/or prescription coverage must provide the Township with proof of other health and/or prescription coverage. Employees who elect to opt out of Township health insurance and/or prescription coverage can not re-enroll in the Township's health insurance and/or prescription program until the start of the next calendar year following the date of the employee's election to opt out. Further, re-enrollment in the Township's health insurance and/or prescription program must be precipitated by a "life-changing event" as that term is defined in the Township's health insurance program.

The monetary payment to employees who elect to drop Township health insurance and prescription coverage shall be \$750.00 per year for single coverage; \$1,000.00 per year for parent/child coverage; \$1,250.00 per year for husband/wife coverage; \$1,700.00 per year for

family coverage. Employees who drop only from participation in Township health insurance (and who participate in Township prescription coverage only) will receive \$562.00 for single coverage; \$750.00 per year for parent/child coverage; \$937.50 per year for husband/wife coverage; \$1,275.00 per year for family coverage. Employees who drop only from participation in Township prescription coverage (and who participate in Township health insurance only) will receive \$187.00 per year for single coverage; \$250.00 per year for parent/child coverage; \$312.00 per year for husband/wife coverage; and \$425.00 per year for family coverage.

Employees who elect to opt out of husband/wife or family coverage, but whose spouse is also an employee of the Township, shall be entitled to only a \$800.00 cash payment in lieu of participation in the Township's health insurance and prescription coverage program.

All payments pursuant to this Section shall be paid to the employee in the first regular paycheck in December of each year, subject to appropriate deductions. Employees who re-enroll in the Township's health insurance program after January 1 of a given calendar year will be entitled to a pro-rated portion of the cash payment to which he or she is entitled, paid in the first regular paycheck in December of that calendar year, subject to appropriate deductions.

F. As soon as is practicable, following the signing of this Agreement, the Township shall provide as covered benefit under all health plans:

1. Mammograms once per year for all female employees and/or dependents over the age of 40, or more frequently or at an earlier age if the employees' or dependents' physician so prescribes; and
2. Pap smears annually of the type prescribed by the employee's or dependent's physician, or more often as prescribed by the employee's or dependent's physician because of a particular medical condition and/or family history.

G. The Township will establish, to the extent practicable, through a third-party insurance company, supplemental group life insurance which employees may purchase as either a payroll deduction or by way of cash transaction. The Township will take reasonable steps to secure the lowest cost per member insurance benefit, but employees will be responsible for purchasing and maintaining such supplemental life insurance.

ARTICLE XI**SICK LEAVE WITH PAY**

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

B. The term "immediate family" is hereby defined to include the following: mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, spouse, child, foster child, grandparent, ward or legal guardian, grandchild and other relationships recognized by State Law, such as "domestic partners."

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

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

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

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

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

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

I. Employees who retire may elect to sell their sick time accumulated from January 1, 1987, forward, for seventy-five percent (75%) of its value to a maximum of \$25,000.00. For employees who elect to participate in the Township's bankable retainer program, as set forth in Article IX, Section D, this section shall not apply.

J. For the purposes of allowing donations of sick and/or vacation leave to employees suffering from catastrophic health conditions or injuries, the Township shall establish, as soon as practicable, a donated leave program in accordance with state regulations allowing such programs for local government.

ARTICLE XII

MILITARY LEAVE

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

ARTICLE XIII

JURY DUTY

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

1. In State Court, the employee shall serve without loss of pay and is allowed to retain any stipend for services.
2. In Federal Court, the employee shall receive full pay plus a maximum stipend of five (\$5.00) dollars paid by the

Federal Court. All monies received by the employee in excess of five (\$5.00) dollars paid by the Federal Court in services as a Federal Juror shall be returned to the Township Treasurer's Office.

ARTICLE XIV

COURT TIME

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

ARTICLE XV

EMERGENCY LEAVE

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

ARTICLE XVI

BEREAVEMENT LEAVE

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

1. Ten (10) working days off with pay shall be granted in the event of the death of an employee's spouse, parent, child or step child. Such leave must be taken in the same time frame as the day of the death and/or the day of the funeral, and must be completed no longer than ten (10) days following the day of the funeral.
2. Five (5) working days off with pay shall be granted in the event of the death of an employee's brother, sister, grandmother, grandfather, step parent, foster child, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse's grandmother, spouse's grandfather and spouse's step parents, grandchildren, legal wards and other legal relationship recognized by State Law such as "domestic partners." Such leave must be taken in the same time frame as the day of the death and/or the day of the funeral, must be completed no longer than five (5) days following the day of the funeral.
3. One (1) working day off with pay should be granted in the

event of a death of an employee's aunt, uncle, niece, nephew or cousin. Such leave must be taken in the same time frame as the day of the death and/or the day of the funeral, must be completed no longer than the day following of the funeral.

ARTICLE XVII

MATERNITY LEAVE

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

ARTICLE XVIII

PERSONAL DAYS

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

Beginning January 1, 2005, employees shall be granted an additional personal day for a total of three (3) personal days per year.

Beginning January 1, 2006, employees shall be granted an additional personal day for a total of four (4) personal days per year.

ARTICLE XIX

FRINGE BENEFITS

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

B. Employees required to travel on authorized, necessary Township business and who are required to use their personal vehicle shall be reimbursed at the applicable IRS rate plus out-of-pocket expenses if accompanied by acceptable documentation.

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

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

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

F. The Township agrees to provide transportation to and from training schools as incidental to the employee's position. For any schools at any area, the Township agrees to provide members covered under this Agreement, the daily round trip transportation in the form of a Township vehicle or payment for mileage at the applicable IRS rate when such employee must use his/her own vehicle for same. The Township shall have the right to approve the particular training course and the employee involved. The purchase order procedure shall be used.

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

1. The Township shall provide and maintain the uniforms and renew the uniforms if a representative from management and the union agrees such replacement is needed, of all full-time permanent, non-clerical employees in Public Works, Parks and Recreation, Public Buildings and Grounds, and Water and Sewer Departments. In addition, the Township shall provide two (2) hooded jackets for sanitation laborers and one (1) hooded jacket for Water and Sewer Pumping Station Repairers, Water Meter Repairers, Water Repairers, Mechanics and Garage Attendants, Truck Drivers, Motor Boom Operators, all classes of Equipment Operator, Senior Park Maintenance Workers, Recreation Maintenance Workers, Laborers and Sanitation Driver. The Township shall add five (5) tee shirts per year and two (2) hooded zippered insulated sweatshirts per year to the regular uniform issued to Mechanics and employees in Public Works, Parks, and Water and Sewer Departments. The Township also agrees to pay a work shoe allowance of up to \$125.00, twice a year, for the purchase of safety shoes, to

Mechanics and employees in the Water and Sewer Department, as well as any other employees who may be required to wear safety shoes.

2. Beginning in 1999, the C.P.I. shall be applied to the uniform allowance and the adjustment made accordingly. C.P.I. as used herein means the Consumer Price Index for all urban consumers, 1967=100, for the Philadelphia area as reported by the United States Department of Labor. The adjustment shall reflect the increase, if any, in the C.P.I. effective the same date one year previously.
3. Employees shall be responsible for their uniforms in the event of any loss and shall reimburse the Township for any such loss.

ARTICLE XX

SENIORITY

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

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

C. If a question arises concerning the seniority of two or more employees who are hired on the same date, the following shall apply: if both employees were hired prior to the effective date of this Agreement, seniority shall be determined by the order in which such employees are shown on the Township's payroll records and seniority preference given accordingly. In the event two or more employees have the same total length of service, seniority preference shall be given in alphabetical order of the employee's last name at the time of hire. For employees hired on the same date, subsequent to the effective date of this Agreement, seniority preference will be determined by alphabetical order of the employee's last name.

D. The Township shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification, and pay rate and shall furnish copies of same to the Representative upon request or if the seniority list changes at any time.

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

ARTICLE XXI**HOLIDAYS**

A. The following are paid holidays:

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

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

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

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

E. Any employee who fails to work on any scheduled holiday shall not receive holiday pay.

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

ARTICLE XXII**DIFFERENTIAL PAY**

A. Differential pay shall be as follows:

1. Employees assigned to the 3rd shift beginning on or about midnight shall receive hourly differential pay of 5% of base pay but not less than fifty cents (\$.50) per hour.
2. Employees assigned to the 2nd shift beginning on or about 4:00 p.m. shall receive hourly differential pay of 2 ½% of base pay but not less than twenty five (\$.25) cents per hour.
3. If an employee's hours of work overlap between the 1st

and 2nd shift, or 2nd and 3rd shift, for the convenience of the employer, differential pay shall be paid for those hours.

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

ARTICLE XXIII

VACATIONS

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

1. All employees who have up to one (1) year of service shall receive one paid vacation day for each month of service at their straight time rate of pay.
2. After one (1) year and up to five (5) years of continuous service, employees shall receive twelve (12) vacation days at the employee's straight time rate of pay.
3. All employees who have five (5) years of continuous service shall receive three (3) weeks vacation at the straight time rate of pay.
4. All employees who have more than five (5) years of service shall receive one (1) additional day's vacation for each additional year of service over five (5) years, not to exceed five (5) additional days or four (4) weeks vacation after ten (10) years of service.
5. All employees after twenty (20) years of service shall receive five (5) weeks of vacation.

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

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

C. If an employee dies having accumulated vacation leave, which has not been deposited into the Township's bankable retainer fund, the cash value of the employee's accrued and unused vacation time shall be paid to the employee's estate at the employee's regular salary rate at the time of death.

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

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

ARTICLE XXIV

LONGEVITY

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

	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
Five Years Service	450	450	450	450
Ten Years Service	750	750	750	750
Fifteen Years Service	1,000	1,000	1,000	1,000
Twenty Years Service	1,350	1,350	1,350	1,350

Longevity pay for employees with twenty-five (25) years of service or more, shall be four (4%) percent of the employee's annual base salary, but no less than \$1,400.

B. If an employee leaves the service of the Township prior to December 1st of any given year, longevity pay shall be prorated and paid on or about December 1st.

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

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

E. Any member suspended for thirty (30) days, or who takes authorized voluntary leave of absence, shall lose his/her prorated share of the longevity payment for the period of suspension or authorized voluntary leave of absence. This paragraph shall not apply to employees on approved disability leave for up to one (1) year.

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

ARTICLE XXV

SAFETY AND HEALTH

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

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

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

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

AIDS virus
Tetanus shot

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

E. A Labor-Management Committee will be established to consist of three (3) members appointed by the Township and three (3) members appointed by the Union. The Committee shall meet once per quarter and minutes of each meeting shall be posted.

ARTICLE XXVI

EQUAL TREATMENT

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

B. The Township and the Union agree that all members covered under this Agreement have the right, without fear of penalty or

reprisal, to form, join and assist any employee organization, or to refrain from any such activity. There shall be no discrimination by the Township or the Union against any member because of the member's membership or non-membership or activity or non-activity in the Union.

C. The Township may establish reasonable and necessary rules of work and conduct for employees, consistent with the laws of the State of New Jersey, including all relevant amendments.

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

ARTICLE XXVII

GRIEVANCE PROCEDURE

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

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

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

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

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

STEP ONE: The aggrieved party, which may include an individual employee, the Union, or the Township, shall institute

action under the provisions hereof within ten (10) working days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved party and, if the grievance is filed by an aggrieved employee, the supervisor, for the purpose of resolving the matter informally. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

STEP TWO: If no agreement can be reached informally within ten (10) working days of the initial discussion between the parties, the aggrieved party may present the grievance in writing within ten (10) working days to the appropriate Department Head. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this contract violated, and the remedy requested by the aggrieved party. The Department Head will answer the grievance in writing within ten (10) working days of receipt of the written grievance.

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

STEP FOUR: If the grievance is not settled through Steps One, Two or Three, either party shall have the right within thirty (30) working days to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the Township and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

- E. 1. The parties direct the arbitrator to decide, as a preliminary question, whether he/she has the jurisdiction to hear and decide the matter in dispute.
2. The arbitrator shall be bound by the provision of this Agreement and the Constitution and the laws of the State of New Jersey, and be restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add, modify, detract from, amend, supplement, or alter this

Agreement or any amendment or supplemental agreement hereto. The decision of the arbitrator shall be in writing with reasons stated therefor and shall be final and binding on the parties.

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

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

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

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

The Township agrees to make the conference room and the Township Library available to the Union for Union business upon advance request and subject to the Library being open and the conference room being available.

ARTICLE XXVIII

WORKERS' COMPENSATION

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

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

ARTICLE XXIX

GENERAL PROVISIONS

A. It is agreed that the Township and the Union may meet from time to time upon reasonable request of either party to discuss matters of general interest and concern, matters which are not necessarily a grievance as such. Such meetings shall be initiated upon the written request of either party, submitted at least seven (7) days in advance to the other party, which notice shall reflect the precise agenda of the meeting.

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

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

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

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

F. The Township agrees that eight (8) representatives of the bargaining unit, who shall be selected by the members of the Union and/or bargaining unit, shall be entitled to one (1) day leave with pay per year for attendance at the annual Union seminar.

G. No employee shall be suspended, fined, demoted, discharged or otherwise disciplined except for just cause. No meetings shall be held between any supervisor and any employee at which disciplinary action may be taken unless the employee has been provided the opportunity to request the presence and participation of a Union Representative prior to the commencement of the meeting. If the employee requests the presence and participation of a Union Representative, such meeting shall not begin until such Union Representative is present.

H. The Township agrees to print and supply to the Union no less than 125 copies of this Agreement within sixty (60) days of ratification.

I. The Township agrees to reimburse employees for fifty percent (50%) of the tuition expense of college courses and/or vocational or technical training which are job related. To be eligible for such reimbursement, the courses and/or training are subject to review and approval by the Mayor and Township Committee in the discretion of each in advance of enrollment, and the employee must achieve a grade of "C" or better or, if graded Pass/Fail, the employee must pass the course. If the course is required by the Township, the cost will be paid in full by the Township.

J. Temporary employees shall not be entitled to paid sick, holiday or personal leave, during their first ninety (90) days of employment. After their ninetieth day of employment, temporary employees shall be entitled to pro-rated sick, holiday or personal leave from that point forward. Any temporary employee who leaves Township employment and then is rehired as a temporary employee shall not have to re-qualify in order to receive paid leave as set forth above. Uniforms and one (1) pair of work shoes will be ordered for temporary employees when mandated by the position for safety reasons within two (2) weeks from the date of hire. Upon request, uniforms and work shoes must be returned to the Township at the time of separation.

ARTICLE XXX

PROBATIONARY EMPLOYEES

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

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

ARTICLE XXXI**LEAVE OF ABSENCE WITHOUT PAY**

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

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

ARTICLE XXXII**SEPARABILITY AND SAVINGS**

Each and every clause of this Agreement shall be deemed separate from each and every other clause of this Agreement. To the extent that any clause or clauses shall be finally determined to be in violation of any law, such clause or clauses shall be deemed of no force and effect and unenforceable only to the extent such determination is made. In the event of such a determination, the validity and enforceability of the remaining provisions of this Agreement, shall not be impaired, including any and all provisions of the remainder of the clause(s), sentence(s), or paragraph(s) in which the offending language appears.

ARTICLE XXXIII**DURATION**

This Agreement shall be in force and effect as of January 1, 2003 and shall remain in effect through and including December 31, 2006 without any reopening date. The Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner then one hundred fifty (150) days nor later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

In Witness Whereof the parties hereunto set their hands and seals
this _____ day of December, 2004.

KARL WALKO, President

, Mayor

COUNCIL 10 NEGOTIATING TEAM MEMBER

DAVID FANSLAU, Township Business
Administrator

JAMES W. BURNS, ESQUIRE

SCHEDULE "A"

When an employee is promoted or changes title classification, the employee shall remain at the same step in the Schedule A salary pay scale and shall be paid the hourly rate in the new title classification at the same step that he or she was paid in the prior title.

It is the stated desire of the Union and of the Township that the following explanation of the Heavy Equipment Operator (full time/part time) salary and retroactive adjustments be included as follows in this Schedule A:

Pursuant to the stated position of the Union, and as negotiated between the Township and the Union, the salary of the Heavy Equipment Operator (full time/part time) shall be \$24.50, effective January 1, 2003. Effective as of the date of the execution of this Agreement, the salary of the Heavy Equipment Operator (full time/part time) shall be \$26.45. Retroactive salary adjustments for those employees in the Heavy Equipment Operator (full time/part time) position shall be made at the \$26.45 rate from January 1, 2004 through the effective date of this Agreement.

Retroactive salary adjustments will be paid to employees subject to this Agreement as soon as is practicable following ratification of this Agreement by the Union and by the Township. It is anticipated by the Union and the Township that retroactive salary adjustments will be paid by no later than August 13, 2004.