

COLLECTIVE BARGAINING AGREEMENT

Between

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, AFL-CIO

District Council 71, Local 3827

And The

TOWNSHIP OF WILLINGBORO

For The Period

January 1, 2004 - December 31, 2007

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This Agreement, is made and entered into this ____ th day of _____, 2004, by and between the Township Council of the Township of Willingboro, a municipal corporation of the State of New Jersey, hereafter referred to as the "Township"; and AFSCME Council 71, Local 3827 hereafter referred to as the "Union";

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

1. GENERAL PURPOSE:

1.1 This Agreement is entered into in order to promote harmonious relations between the Township and the Union 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.

1.2 It shall be the mutual objective of the Union and the Township to provide for uninterrupted public services to the general public. The Union agrees that during the term of this Agreement, neither the Union, nor anyone acting on its behalf, will cause, authorize, support or take part in any strike, work stoppage, slowdown, walk-out, or other job action against the Township. Participation in any of the above shall be deemed grounds for disciplinary action up to and including termination of employment. The Union will actively discourage any strike, work stoppage, slowdown, walk-out or other job action against the Township.

1.3 Nothing contained in this Agreement shall be construed to limit or restrict the Township from its right to seek and obtain any judicial relief as it may be entitled to have in law or in equity for injunction or damages or both. Damages to the Township shall include any direct or indirect costs to the Township resulting from the job action or from the application for judicial relief.

1.4 Nothing contained in this Agreement shall be construed to limit or restrict the Union from its right to seek and obtain any judicial relief as it may be entitled to have in law or in equity.

1.5 The Township agrees that it will not engage in a lockout of the employees covered under this Agreement.

2. NON-DISCRIMINATION:

The Township and the Union agree that all provisions of this Agreement shall be applied equally to all employee members of the Union in compliance with applicable law against discrimination and without regard to political affiliation or membership or legitimate activity in the Union. All references in this Agreement to employees of the male gender have been used for convenience only and shall be construed to include both male and female employees. All references to "employee" or "member" shall mean those individuals included within the bargaining unit for the purposes of this contract without regard to actual Union membership.

3. RECOGNITION OF BARGAINING UNIT:

3.1 The Township recognizes, in accordance with the Certification issued by the Public Employment Relations Commission, the Union as the sole and exclusive collective negotiating representative for the job titles specified in the Certification issued to the Union by the Public Employment Relations Commission [PERC] pursuant to the "Agreement for Consent Election" dated August 6, 1991, as follows:

**Account Clerk
Administrative Clerk
Animal Control Officer
Assessing Clerk
Building Maintenance Worker/Low Pressure LIC
Clerk Typist
Code Enforcement Officer
Crime Prevention Aide/Typist
Data Entry Machine Operator
Director of Welfare
Fire Official
Fire Prevention Specialist U.F.D.
Omnibus Driver
Permit Clerk
Principal Account Clerk
Principal Assessing Clerk Typist
Principal Clerk Typist
Principal Data Entry Machine Operator
Principal Payroll Clerk
Principal Tax Clerk
Program Coordinator, Special Events
Recreation Leader
Recreation Leader
Recreation Supervisor
Registrar of Vital Statistics
Senior Account Clerk
Senior Building Maintenance Worker
Senior Clerk Transcriber
Senior Clerk Typist
Senior Tax Clerk
Senior Police Records Clerk Transcriber
Tax Clerk
Tax Searcher
Training Officer**

3.2 Specifically excluded are all other employees of the Township, including, but not limited to Department of Public Works employees; Managers; Executive or Confidential employees, including all employees in the Office of the Township

Manager and in the Office of the Township Clerk; Supervisors; Craft Employees; Police, Crossing Guards, Special Law Enforcement Officers and Casual Employees.

4. MANAGEMENT RIGHTS:

4.1 The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it, now or hereafter, by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

4.1.1 The executive, management, legislative and administrative control of the Township government and its properties and facilities and the activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

4.1.2 To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

4.1.3 The right of management to make, maintain and amend any and all reasonable rules and regulations that the Township may, from time to time, deem best for the purposes of maintaining order, safety and/or the effective operation of the Township, or any Department or function thereof, after reasonable advance notice thereof to employees and to require compliance by the employees is recognized. Except in the case of an emergency, the Township agrees to provide the Union with a copy of any proposed rules and regulations thirty [30] days before the implementation of the rules and regulations and to allow the Union to submit comments on the rules and regulations within the thirty [30] day period.

4.1.4 To hire all employees, and, subject to the provisions of law, to determine their qualifications and the conditions of continued employment or assignment and to promote and transfer employees.

4.1.5 To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause as provided under New Jersey Civil Service Statutes, Rules and Regulations.

4.1.6 To layoff employees in the event of lack of work, or for budgetary reasons, under conditions where continuation of the employment would be inefficient or non-productive or beyond the appropriation included in the budget adopted by the Township Council.

4.1.7 The Township reserves the right, with regard to all other conditions of employment not otherwise reserved, to make such changes as it deems appropriate for the efficient and effective operation of the Township or any Department or function thereof.

4.2 In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitutions and laws and administrative codes of the State of New Jersey and the United States.

5. GRIEVANCE PROCEDURE:

5.1. A grievance, as used in this Agreement, is defined as an alleged breach, misinterpretation or misapplication of terms of this Agreement. Matters within the jurisdiction of the Department of Civil Service, including but not limited to suspensions, reduction in rank, discharges or any other administrative action affecting the classification or status of an employee, are not subject to the grievance procedure.

5.2. No settlement of a grievance arising under a provision of this Agreement shall be on terms which would violate any other provision of this Agreement, unless the parties agree in writing to waive the conflicting provision.

5.3. A day, as used in this Section on Grievance Procedure, is defined as a weekday, which shall exclude Saturday, Sunday and official Township holidays.

5.4. An aggrieved person must first reduce the grievance to writing and submit it to the appropriate Department Head within fifteen [15] calendar days of the occurrence of the event giving rise to the grievance or within fifteen [15] calendar days of when the aggrieved person should reasonably have known of its occurrence. 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. The Department Head shall attempt to adjust the matter within seven [7] business days by meeting with the aggrieved person and shall render a decision in writing, within seven [7] days of the close of the meeting, with copies to the Township Manager and to the President of Local 3827 and to Council 71. The aggrieved person shall have the right to have a representative of the Union present for the meeting with the Department Head where the written grievance is to be considered by the Department Head.

5.5. If the aggrieved person is not satisfied with the decision rendered in Section 5.4 or if no decision is rendered within the time specified, it shall be presented to the Township Manager within seven [7] days after the decision is rendered or after the expiration of the period provided for in Section 5.5 if no decision is rendered. The written grievance shall include the information set forth in Section 5.4 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 President of Local 3827 and to Council 71. The Township Manager shall meet with the aggrieved person and a representative of the Union in an attempt to adjust the matter within fifteen [15] business days, and shall render a decision in writing within fifteen [15] business days of the meeting.

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

5.7. A grievance that does not address an issue affecting a specific employee, shall be presented, by the Union, in writing, directly to the Township Manager. The Township Manager shall meet with a representative of the Union in an attempt to adjust the matter within fifteen [15] business days, and shall render a decision in writing within fifteen [15] business days of the hearing.

6. DISCIPLINARY PROCEEDINGS:

6.1. Any disciplinary action shall be on an individual employee basis in accordance with applicable New Jersey Civil Service Statutes, Rules and Regulations.

6.2. Written notice of proposed disciplinary action shall be provided to the employee in accordance with applicable New Jersey Civil Service Statutes, Rules and Regulations, with a copy provided to AFSCME Council 71 and to the President of Local 3827 within two [2] business days after the notice has been issued.

6.3. Any appeal of disciplinary action shall be in accordance with the grievance procedure established in this Agreement until final disciplinary action has been taken by the Township Manager. Any appeals from the decision of the Township Manager shall be as provided by applicable New Jersey Civil Service Statutes, Rules and Regulations.

7. EMPLOYEE RIGHTS AND RESPONSIBILITIES:

7.1. An employee shall be entitled to Union representation at each and every formal step of the grievance procedure set forth in this Agreement. A formal step of the grievance procedure shall be defined as any step after the department head level.

7.2. An employee shall be entitled to Union representation at each and every formal step of a disciplinary hearing. A formal step of a disciplinary hearing shall be defined as any step after the employee is served with a written Notice of Proposed Disciplinary Action.

7.3. An employee shall be entitled to review any records or documents which the Township intends to be used in any disciplinary proceeding against the employee. With written authorization from the employee, the Union representative shall have the right to review and receive copies of the records or documents which the Township intends to be used in any disciplinary proceeding against the employee. There shall be no right on the part of the employee or the Union to review any records or documents of other employees without the specific written authorization of the employee whose records are to be reviewed or which are not intended to be used by the Township in any disciplinary proceeding against the subject employee. The employee and/or the Union shall provide the Township with copies of any records or documents intended to be used by or on behalf of the employee in any disciplinary proceeding. The exchange of the records or documents shall take place at least five [5] days prior to any disciplinary hearing before the Township Manager or the designee of the Township Manager.

7.4 No employee shall be required by the Township and/or its agents to submit to an interrogation which may reasonably lead to disciplinary action unless the employee is afforded the opportunity of Union representation.

7.5 No recording devices or stenographer of any kind shall be used during any meeting unless both the Union and Township agree to their use, prior to such meeting, in writing. Any use of a recording device to record a conversation, meeting or other interaction with another Township employee or official without the consent of all persons present shall constitute good cause for immediate termination of employment of the party or parties involved in the recording.

7.6 An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his/her rights under this agreement.

7.7 An employee shall have the right to review his or her personnel records at all times, provided that requests for the review are made at reasonable intervals.

8. SENIORITY:

8.1 Seniority is defined as an employee's total length of service with the Township, beginning with his/her most recent date of hire. Part-time employees with continuous service to the township, who have become full-time employees will have their part-time service pro-rated.

8.2 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.

8.3 The Township shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification and pay rate of each employee covered by this Agreement, and the Township shall furnish copies of same to the Union upon reasonable request.

8.4 Whenever a decision must be made between two or more employees with respect to the scheduling of vacation time, the employee with the most seniority shall receive a preference.

8.5 Whenever decisions are required to be made between two or more employees with respect to demotions [other than disciplinary], layoffs and recalls, the Township shall follow the procedures established in accordance with applicable New Jersey Civil Service Statutes, Rules and Regulations.

8.6 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 New Jersey Civil Service Statutes, Rules and Regulations.

9. JOB POSTING:

9.1. 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.

9.2. 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.

10. SALARY:

The schedule below is established as the annual salary rates in effect for members of the bargaining unit during the term of this Agreement:

SALARY SCALE:

\$1,400 increase effective January 1, 2004

	Increment	A	B	C	D	E	F	G	H	I
A-2	471	25,412	26,558	27,698	28,837	29,981	31,120	32,260	33,400	34,540
A-4	519	27,475	28,735	29,992	31,247	32,506	33,764	35,016	36,270	37,530
A-6	601	29,740	31,127	32,511	33,896	35,287	36,670	38,059	39,450	40,840
A-7	663	30,965	32,415	33,875	35,329	36,784	38,241	39,698	41,160	42,620
A-9	696	33,587	35,194	36,797	38,403	40,011	41,617	43,223	44,830	46,440
A-10	767	35,007	36,691	38,376	40,062	41,747	43,435	45,121	46,810	48,500
A-12	847	38,040	39,897	41,758	43,612	45,471	47,328	49,185	51,040	52,900
A-14	888	41,398	43,450	45,503	47,551	49,603	51,654	53,707	55,760	57,810
A-15	931	43,199	45,352	47,501	49,656	51,803	53,953	56,098	58,250	60,400
A-17	978	47,085	49,454	51,826	54,193	56,563	58,935	61,295	63,660	66,020

\$1,250 increase effective January 1, 2005

	Increment	A	B	C	D	E	F	G	H	I
A-2	471	26,662	27,808	28,948	30,087	31,231	32,370	33,510	34,650	35,790
A-4	519	28,725	29,985	31,242	32,497	33,756	35,014	36,266	37,520	38,780
A-6	601	30,990	32,377	33,761	35,146	36,537	37,920	39,309	40,700	42,090
A-7	663	32,215	33,665	35,125	36,579	38,034	39,491	40,948	42,410	43,870
A-9	696	34,837	36,444	38,047	39,653	41,261	42,867	44,473	46,080	47,690
A-10	767	36,257	37,941	39,626	41,312	42,997	44,685	46,371	48,060	49,750
A-12	847	39,290	41,147	43,008	44,862	46,721	48,578	50,435	52,290	54,150
A-14	888	42,648	44,700	46,753	48,801	50,853	52,904	54,957	57,010	59,060
A-15	931	44,449	46,602	48,751	50,906	53,053	55,203	57,348	59,490	61,630
A-17	978	48,335	50,704	53,076	55,443	57,813	60,185	62,545	64,910	67,270

\$1,250 increase effective January 1, 2006										
	Increment	A	B	C	D	E	F	G	H	I
A-2	471	27,912	29,058	30,198	31,337	32,481	33,620	34,760	35,900	37,040
A-4	519	29,975	31,235	32,492	33,747	35,006	36,264	37,516	38,770	40,030
A-6	601	32,240	33,627	35,011	36,396	37,787	39,170	40,559	41,950	43,340
A-7	663	33,465	34,915	36,375	37,829	39,284	40,741	42,198	43,660	45,120
A-9	696	36,087	37,694	39,297	40,903	42,511	44,117	45,723	47,330	48,940
A-10	767	37,507	39,191	40,876	42,562	44,247	45,935	47,621	49,310	51,000
A-12	847	40,540	42,397	44,258	46,112	47,971	49,828	51,685	53,540	55,400
A-14	888	43,898	45,950	48,003	50,051	52,103	54,154	56,207	58,260	60,310
A-15	931	45,699	47,852	50,001	52,156	54,303	56,453	59,098	61,250	63,400
A-17	978	49,585	51,954	54,326	56,693	59,063	61,435	63,795	66,160	68,520

\$1,250 increase effective January 1, 2007										
	Increment	A	B	C	D	E	F	G	H	I
A-2	471	29,162	30,308	31,448	32,587	33,731	34,870	36,010	37,150	38,290
A-4	519	31,225	32,485	33,742	34,997	36,256	37,514	38,766	40,020	41,280
A-6	601	33,490	34,877	36,261	37,646	39,037	40,420	41,809	43,200	44,590
A-7	663	34,715	36,165	37,625	39,079	40,534	41,991	43,448	44,910	46,370
A-9	696	37,337	38,944	40,547	42,153	43,761	45,367	46,973	48,580	50,190
A-10	767	38,757	40,441	42,126	43,812	45,497	47,185	48,871	50,560	52,250
A-12	847	41,790	43,647	45,508	47,362	49,221	51,078	52,935	54,790	56,650
A-14	888	45,148	47,200	49,253	51,301	53,353	55,404	57,457	59,510	61,560
A-15	931	46,949	49,102	51,251	53,406	55,553	57,703	60,348	62,500	64,650
A-17	978	50,835	53,204	55,576	57,943	60,313	62,685	65,045	67,410	69,770

10.1 It is the intention of this Agreement to provide an increase in the annual salary for all titles covered by this Agreement of \$1,400.00 as of January 1, 2004, \$1,250.00 as of January 1, 2005, \$1,250.00 as of January 1, 2006, and \$1,250.00 as of July 1, 2003.

10.2 Any retroactive salary adjustments provided by this Agreement shall be paid within sixty [60] days after ratification and execution of this Agreement by the parties.

10.3 It is understood and agreed that the lettered positions in the salary schedules represent annual increments. It is further understood that if a member is promoted to a higher position he or she shall receive base salary that is at least two [2] increments greater than his or her previous base salary.

10.4 All annual salaries, as represented on the salary schedule, reflect the annual salary which is divided by the number of paydays in the year to obtain the amount due for each pay period. Whenever it shall be necessary to determine an hourly rate, the hourly rate shall be computed by dividing the appropriate annual salary, as set forth above, by 1820 for 35 hour per week employees and by 2080 for 40 hour per week employees.

10.5 The payroll for hourly employees will be based on payroll records submitted to the Township Treasurer two [2] weeks in advance of the payday. Any payroll adjustments, including overtime, shall be on the second payday after the records authorizing the adjustment are provided to the Township Treasurer.

11. HOLIDAYS:

11.1 The following days shall be recognized as holidays:

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

11.2 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, except for New Year's Day. In the event that New Year's Day shall fall on a Saturday, it shall be observed on the immediately following Monday, to ensure that the day of observance falls into the same calendar year as the holiday.

11.3 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.

11.4 If a permanent full-time employee works on any of the scheduled holidays set forth in the agreement, that employee shall receive the holiday pay in addition to the regular pay earned.

11.5 Permanent part-time employees will receive a pro-rata share of holiday time, based on the number of hours that the employee would have been regularly scheduled to work on the specific holiday. A permanent part-time employee not regularly scheduled to work on the specific holiday will not receive any holiday pay for that holiday. It is the intention of this provision that a permanent part-time employee shall not suffer the loss of pay as the result of a holiday falling on a day on which the permanent part-time employee is regularly scheduled to work.

11.6 Members of the Animal Control Unit who are scheduled to work on Easter Sunday may exchange that scheduled work day for the Good Friday Holiday, so that they may work on Good Friday and have Easter Sunday as the Holiday.

12. VACATION LEAVE:

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

12.1 For employees on a thirty-five [35] hour per week schedule:

Eighty-four hours	First Year of employment, pro-rated
One hundred five hours	Second through, including the seventh year of employment
One hundred twenty-six hours	Eighth through, including the twelfth year of employment
One hundred sixty-one hours	Thirteenth year of employment and thereafter
One hundred seventy-five hours	Eighteenth year of employment and thereafter

12.2 For employees on a forty hour [40] per week work schedule:

Ninety-six hours	First year of employment, pro-rated.
One hundred twenty hours	Second through, including the seventh year of employment
One hundred forty-four hours	Eighth through, including the twelfth year of employment
One hundred eighty-four hours	Thirteenth year of employment and thereafter
Two hundred hours	Eighteenth year of employment and thereafter

12.3 During the first year of employment an employee shall earn vacation leave on pro-rated basis.

12.4 Earned vacation leave for one [1] calendar year must be used during that same year. Vacation leave cannot be carried over into the following year, except where authorized in writing by the Township Manager for exceptional circumstances. Nothing herein shall be deemed to require the Township Manager to approve any request to carry over vacation time.

12.5 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.

13. SICK LEAVE:

13.1. Sick leave herein is defined to mean absence from duty of an employee because of personal illness, accident, exposure to a contagious disease, or illness of an immediate family member which requires the employee to remain at home to care for that immediate family member.

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

13.2.1 Employees who work a thirty-five [35] hour week shall be entitled to one hundred and five hours annually.

13.2.2 Employees who work a forty [40] hour week shall be entitled to one hundred twenty hours annually.

13.2.3 During the first year of employment an employee shall earn sick leave on pro-rated basis.

13.3 Unlimited, unused sick leave may be accumulated from year to year subject to the terms of this Agreement.

13.4 Sick leave benefits shall be paid for work hours absent based upon the individual employee's regular straight time hourly rate.

13.5 It is acknowledged that the purpose of sick leave is to accommodate those occasions when the employee is ill and unable to report for work. Sick leave is not to be used for personal business, as personal days or as additional vacation days.

13.5.1 Employees shall be entitled to family leave benefits As provided by the Family and Medical Leave Act [FMLA]. As part of the Township's Family leave policy, employee's may be permitted to use sick leave to care for an immediate family member who is unable to care for himself or herself due to a medically verifiable disabling disease. An immediate family member is defined as a Spouse, Parent, Child or a person residing with the member and is dependent upon the member.

13.6 A doctor's certificate may be required at the Township's option as a condition for payment of sick leave whenever it appears reasonable, to include but not limited to the following:

[1] an employee is absent for three [3] consecutive days, or;

[2] an employee is absent on the last scheduled work day before or the first scheduled work day after a holiday.

The cost of the doctor's certificate shall be the responsibility of the employee.

13.7 Abuse of sick leave shall be cause for disciplinary action. An employee is absent in excess of ten [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 absence has reached eight [8] days within the eight [8] consecutive month period.

13.8 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.

13.9 The Township may require an employee who has been absent because of personal illness, as a condition of his or 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 or her job without jeopardizing the health of the employee or the health of other employees.

13.10 Whenever the Township shall require that the medical certification be provided by a physician selected by the Township, the cost of the medical visit shall be paid by the Township, to the extent that it is not covered by medical insurance.

14. SICK LEAVE INCENTIVE:

Any employee, who shall use less than four [4] days or its hourly equivalent of sick leave in any year, shall receive, at the option of the employee, either:

- (a) a cash payment in the amount of three-days pay not to exceed \$500.00 dollars. It shall be payable within sixty [60] days after the end of the calendar year for which the incentive was earned, or
- (b) an additional three [3] personal days [or its hourly equivalent] which shall vest in the employee on the last day of scheduled work during each year.

If the employee elects to receive the days instead of the cash payment, then two [2] of the days shall require seventy-two [72] hours advance notice that the employee intends to use the days, and the remaining day may be used without the advance notice requirement. In addition, not more than one [1] employee in each department [or division] shall utilize a personal day on any single shift.

15. WORKER'S COMPENSATION SUPPLEMENTAL PAY:

For an employee who incurs a job related injury qualifying for worker's compensation payments, the Township will continue to pay a member the member's base salary while the member is receiving worker's compensation benefits, provided the member assigns over to the Township any worker's compensation proceeds received or to which the member may be entitled, not to include case settlements. This protection shall continue in effect only while the member is receiving worker's compensation benefits, or for the period set forth below, whichever is less:

15.1. For employees employed five [5] years or less, the Township shall continue the full salary for a period of three [3] months. Payment shall consist of the amount provided by Worker's Compensation Insurance and the difference between the insurance payment and the employee's base salary.

15.2. For employees employed more than five [5] years, the Township shall continue the full salary for a period of six [6] months. Payment shall consist of the amount provided by Worker's Compensation Insurance and the difference between the insurance payment and the employee's base salary.

15.3. For employees employed more than ten [10] years, the Township shall continue the full salary for a period of nine [9] months. Payment shall consist of the amount provided by Worker's Compensation Insurance and the difference between the insurance payment and the employee's base salary.

15.4. Employee's who remain on leave due to an on-the-job-injury beyond the time limits established above shall receive payments through the Township that are equal to the benefit amount provided by Worker's Compensation Insurance, provided the employee continues to be eligible for such insurance payments.

16. PAYMENT OF ACCUMULATED SICK LEAVE:

16.1. 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 [70%] percent of the total accumulation of sick leave, whichever is greater, provided that the total payment shall not exceed fifteen thousand (\$15,000).

16.2. The payment shall be made in a lump sum payment within thirty [30] days after the date of retirement or the Township and the retiring member may enter into an agreement, for the Township to make the payment required herein over a period of not more than three [3] years. In the event of an agreement for the payments to be made more than three [3] year period, the payment shall be made in three installments with the first payment of one-third [1/3] of the amount due to be paid by the second pay after the date of retirement or, as to a deceased employee, within thirty [30] days after the date of death; the second payment of an additional one-third [1/3] of the amount due shall be paid on the first annual anniversary of the date of retirement or the date of death; the third and final payment of the remaining balance shall be paid on the second anniversary of the date of retirement or the date of death. The second annual payment shall include an additional amount representing interest on the unpaid principal balance from the date of retirement or the date of death to the date of the second annual payment. That interest shall be computed on the basis of simple interest for one year at the rate established for United States Treasury Bills at the first Treasury Bill auction occurring after the date of retirement or the date of death. The third and final payment shall include an additional amount representing interest on the unpaid principal balance remaining after the second annual payment and shall be computed on the basis of simple interest for one year at the rate established for United States Treasury Bills at the first Treasury Bill auction after the date of the second annual payment.

16.3 Retirement shall include early retirement or disability retirement under the applicable Rules established by the Department of Civil Service or by the Division of Pensions.

16.4 Payment made under this Section shall not be considered as earnings or annual compensation for pension purposes.

17. MILITARY LEAVE:

The Township agrees to provide all employees with military leave as required by New Jersey Civil Service Statutes, Rules and Regulations, Federal and State Law.

18. JURY LEAVE:

A regular full-time employee who loses time from his or her job because of jury duty, as certified by the Clerk of the Court, shall be paid by the Township the difference between his or her daily base rate of pay, up to a maximum of eight [8] hours and the daily jury fee, provided that the employee [a] has notified his or her Department Head 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 and the amount received for the service. If on any given day an employee is attending jury duty and he or 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.

19. LEAVE OF ABSENCE FOR DEATH IN FAMILY:

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

19.1 Father, Mother, Grandfather, Grandmother, Spouse, Son, Daughter, Brother, Sister, Grandchild, Father-In-Law, Mother-In-Law, Son-In-Law, Daughter-In-Law, or a person residing with the member and is dependent upon the member, from day of death up to the equivalent of one [1] work week.

19.2 Employees who need additional time beyond that provided in Section 19.1 may receive up to an additional work week of bereavement leave utilizing any combination of sick leave, vacation leave and compensatory time.

19.3 Uncle, Aunt, Nephew, Niece, Brother-In-Law, Sister-In-Law, Cousin of the first degree, the Day of Burial.

19.4 Employees who need additional time beyond that provided in Section 19.3 may receive up to an additional work week of bereavement leave utilizing any combination of sick leave, vacation leave and compensatory time subject to the approval of the Department Director.

20. UNIFORMS:

Maintenance employees and Animal Control Officers shall be provided with uniforms by the Township as follows:

20.1 Each full-time maintenance employee shall be provided with five [5] uniforms. Part-time maintenance employees shall be provided with a number of uniforms equal to the number of days that they are regularly scheduled to work in each week. It shall be the responsibility of the employee to provide reasonable and ordinary care of the uniform.

20.2 The Township shall provide full-time Animal Control Officers with five [5] uniforms. Part-time Officers shall be provided with the number of uniforms equal to the number of days that they are regularly scheduled to work in each week. Animal Control Officers shall be responsible for cleaning and repair of the uniforms by the Township. It shall be the responsibility of the Officers to provide reasonable and ordinary care of the uniform. The Township shall provide full-time Officers with a sixty [\$60] dollars per month allowance for expenses incurred cleaning and maintaining uniforms. Payments shall be made annually. The payment shall be pro-rated for part-time Officers. No payments shall be made for any MONTH during which the individual does not work at least the equivalent of one [1] week.

20.3 No Township uniform shall be worn by an employee except when actually on duty or when en route to report for duty or returning home after duty.

21. COMPENSATORY TIME:

21.1 Compensatory time may be allowed with the agreement of the Township and the employee. Authorization by the Township shall be approved by the Township Manager, or designee, in accordance with procedures established by the Township Manager.

21.2 Compensatory time may be accumulated in accordance with the Fair Labor Standards Act, as applicable to municipalities, provided that the accumulation has been approved by the Township Manager.

21.3 In the event that compensatory time is not approved, the employee will be paid for the authorized time actually worked at either straight time or overtime rates as provided in this Agreement.

21.4 Accumulated compensatory time may be utilized within the year in which it was earned upon prior written request and approval of the Township Manager, or designee, in accordance with procedures established by the Township Manager. Approval will be based upon the needs of the Township and will not be granted in the event there is insufficient staffing or additional cost will be incurred.

21.5 Where an employee has been unable to use compensatory time within the year in which it has been earned, due to the scheduling needs of the Township, the employee may carry over the remaining, unused compensatory time in to the next

calendar year or, at the option of the Township, shall be paid for the unused compensatory time. Any time carried over under this provision shall be used no later than March 31.

22. HOURS OF WORK AND OVERTIME PAY:

22.1. All clerical and administrative employees work a five-[5] day, thirty-five [35] hour work week. Building Maintenance personnel and Animal Control Officers work a forty [40] hour work week.

22.2 Lunch Periods and Breaks:

22.2.1 Each employee shall be entitled to a one [1] hour per day lunch period without pay except for those employees who are "on call" during their entire shift and who are required to have their lunch while "on call".

22.2.2 Employees who are "on call" are classified as forty [40] hour work week employees and are paid for the lunch period.

22.2.3 Employees on a lunch period shall be recalled to duty during that lunch period only in the event of an emergency necessity.

22.2.4 Employees shall also be entitled to two [2] fifteen [15] minute breaks during the working day with one usually scheduled in the morning and one usually scheduled in the afternoon.

22.3 Overtime pay shall be provided, as required by law.

22.3.1 **Administrative and Clerical Employees.** Overtime will be paid at the rate of straight time for hours worked in excess of thirty-five [35] hours per week up to forty [40] hours per week, and at the rate of time and one-half [1.5] for all hours worked in excess of forty [40] hours per week.

22.3.2 **Building Maintenance Employees and Animal Control Officers.** Overtime will be paid at the rate of time and one-half [1.5] for all hours worked in excess of forty [40] hours per week.

22.4 No overtime pay shall be earned except where authorized in advance by the Township Manager, or designee, in accordance with procedures established by the Township Manager. No employee shall be entitled to authorize his or her own overtime or compensatory time.

22.5 The Township shall make a reasonable effort to distribute overtime fairly among qualified employees within the same classification and within the same department. Where the overtime work falls within the job classification, training and skills of more than one employee in a particular department, the overtime opportunities shall be rotated between those employees on a seniority basis. An employee who declines an offered overtime opportunity shall rotate to the bottom of the list, just as if that employee had accepted the overtime opportunity.

22.6 The Township shall provide to the Union, upon reasonable request, a list of employees showing overtime worked. The Union shall be entitled to such a listing on a not more than semi-annual basis.

22.7 Overtime shall be paid currently, or at least no later than the second pay period after the overtime was performed.

22.8 All paid time off [such as vacation time, holidays and sick time] shall be considered time worked, for the purpose of computing overtime pay.

22.9 An employee called in to work when not regularly scheduled to work shall be guaranteed at least two hours work.

22.10 Employees assigned to the animal control unit shall be allowed one-half hour at the end of the shift to clean the van and to complete necessary paperwork.

22.11 In the absence of an emergency, the Township shall provide ten [10] days advance notice to any employee whose schedule is being modified.

23. TRAINING PROGRAMS:

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

24. REPLACEMENT OF LOST OR DAMAGED PERSONAL PROPERTY:

The Township agrees to compensate an employee for non-negligent damage to, or loss of, prescription lenses damaged 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 One Hundred Twenty-Five [\$125] dollars, for the replacement of prescription eye-glasses.

25. INSURANCE:

There shall be provided for all members, in addition to required Workers Compensation Insurance, the following insurance:

25.1. Medical Insurance:

25.1.1 The Township portion of the cost for members employed by the Township as of November 1, 1993, shall be limited to One Hundred [100%]

percent of 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.

25.1.2 For members employed by the Township on or after November 1, 1993, the Township's share of the cost shall be limited to the cost of single coverage in its least expensive HMO optional plan, during the first (1st) 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.

25.1.2.1 Any employee hired after November 1, 1993, having completed one [1] year of employment with the Township, will be entitled to the coverage as provided in Section 25.1.1.

25.2. **Group Dental Insurance:**

25.2.1 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.

25.2.2 For members employed by the Township on or after November 1, 1993, the Township's share of the cost shall be limited to the cost of single coverage, during the first (1st) year of employment. If an employee chooses expanded coverage, the employee will be responsible for the excess cost.

25.2.2.1 Any employee hired after November 1, 1993, having completed one [1] year of employment with the Township, will be entitled to the coverage as provided in Section 25.2.1.

25.3. 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 comparable benefits are provided. Prior to any change in plans or carriers, the Township shall notify the President of the Union. The Township shall review and discuss any proposed changes with the Union. In the event that the Union determines 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.

25.4 A member who retires from the Township department after completing twenty-five [25] years of full-time service with the Township of Willingboro and who is at least fifty-five [55] years of age shall be eligible to receive an annual payment for health insurance benefits including dental benefits in an amount not to exceed Two Thousand Five Hundred [\$2,500] dollars. Effective January 1, 2005 the annual payment shall not exceed \$3,000. Effective January 1, 2006 the annual payment shall not exceed \$3,500. Such members may continue their coverage through the Township's health benefit plan. A member may drop his or her Township coverage and obtain coverage through another health benefit plan. In this case the Township will make a direct payment to the health care plan not to exceed Two Thousand Five Hundred [\$2,500] dollars annually. If a member drops his or her Township coverage, he or she may not return at any time to the Township's plan. In no case shall the Township's obligation extend beyond the age at which the member becomes Medicare eligible.

26. 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 [1ST] 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 of more of AFSCME Local 3827 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.

27. UNION VISITATION & BUSINESS:

27.1. A properly designated representative of AFSCME Council 71, when arriving on the Township's premises, shall first report his/her presence to the Township Manager or the Deputy Township Manager. The Union Representative shall be provided with a reasonable time for the visitation, provided that the time requests do not interfere with the operations of the Township or unreasonably impair the ability of the Township employees to complete their job assignments on a timely basis.

27.2. The Township will provide release time, up to the equivalent of ten [10] days [eighty [80] hours] with pay, to one [1] employee per year for the purpose of attending Union conventions and meetings or for the conduct of Union business. The allowed time may be divided among more than one employee in units of one-half day [four [4] hours].

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

28. NOTIFICATION OF THE UNION OF PROPOSED LAYOFFS:

In the event that the Township determines that any layoffs of members of the bargaining unit are required, the Township will provide notice of any proposed layoffs to the Union at least thirty [30] days in advance of the effective date of any proposed layoffs, in accordance with New Jersey Civil Service Statutes, Rules and Regulations.

29. PAYROLL DEDUCTION OF UNION DUES:

29.1 The Township agrees to deduct the dues of members of the Union from the wages due to those members in accordance with a certification provided to the Township's Treasurer and signed by the President and Treasurer of the Union setting forth the amount of the dues and the names of the members of the Union. The Union agrees that any changes in the membership of the Union by adding new members or by deleting existing members and any changes in the amount of the dues to be deducted shall require that a new certification shall be provided to the Township's Treasurer and that such certification shall be provided within fifteen [15] days of the change. The Township shall be under no obligation with respect to any changes in the membership or the amount of the dues until the first payroll occurring fifteen [15] days after the certification is provided to the Township's Treasurer.

29.2. **Representation Fee in Lieu of Dues:** The Township agrees, in accordance with the provisions of *N.J.S.A. 34:13A-5.5* to deduct from the wages due to non member employees included within the bargaining unit, as defined in Section 3 of this Agreement, a Representation Fee in Lieu of Dues for services rendered by the Union in an amount equivalent to eighty-five [85%] percent of the regular membership dues, initiation fees and assessments charged by the Union to its own members. The procedures set forth in Section 30.1 for certification of the dues required from members shall apply to the Representation Fee in Lieu of Dues.

30. FULL UNDERSTANDING AND PAST PRACTICES:

No reference to any past practices shall be used to contravene or to modify the provisions of this Agreement. The parties agree that in the event that Federal or State Legislation is passed, which would alter the terms of this Agreement, the parties shall meet and discuss the impact of the legislation on the terms of this Agreement.

31. TERM OF AGREEMENT:

This Agreement shall be in full force and effect from **January 1, 2004**, through **December 31, 2007**, and for succeeding periods of **twelve [12] months** unless either party shall notify the other in writing prior to **September 1, 2007**, or prior to **September 1st** of the appropriate succeeding **twelve [12] month** period, of its desire to negotiate a new Contract, within the limits provided for herein, and if no Agreement shall have been reached on the date of the expiration of this Agreement, the Agreement shall be extended until the negotiations have been completed and a new Agreement takes effect.

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

ATTEST:

TOWNSHIP OF WILLINGBORO

**Marie Annese
Township Clerk**

By _____
Mayor

ATTEST:

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, District Council 71, Local 3827**

By _____
For District Council 71

By _____
For Local 3827