

Contract # 1900

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**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, 1993 - December 31, 1996**

LIBRARY  
INSTITUTE OF MANAGEMENT

FEB 10 1993

UNIVERSITY

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**This Agreement**, is made and entered into this **27th** day of **October, 1993**, 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**, 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	Director of Clinical Services
Administrative Clerk	Social Worker
Animal Control Officer	Tax Searcher
Assessing Clerk	Principal Payroll Clerk
Building Maintenance Worker	Recreation Supervisor
Clerk Typist	Senior Clerk Transcriber
Code Enforcement Officer	Senior Clerk Typist
Crime Prevention Aide/Typist	Principal Data Entry Machine Operator
Director of Welfare	Recreation Leader/Senior Center
Fire Official	Senior Building Maintenance Worker
Omnibus Driver	Senior Police Records Clerk Transcriber
Omnibus Operator Class I	Senior Tax Clerk/Registrar of Vital Statistics
Permit Clerk	
Principal Account Clerk	
Principal Assessing Clerk Typist	
Principal Clerk Typist	
Principal Tax Clerk	

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 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 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 by law.

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. The Township shall provide notification to the Union of any proposed changes in policies, rules, regulations and practices which would impact on the members of the bargaining unit and shall, except in circumstances where action must be taken on an emergent basis, provide the Union with a period of 10 days to comment on the proposed changes before action is taken to adopt the policies, rules, regulations or practices.

## **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 ten (10) calendar days of the occurrence of the event giving rise to the grievance or within ten (10) 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 five (5) business days by meeting with the aggrieved person and shall render a decision in writing, within five (5) 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 required in Section 5.4, or if no decision is rendered within the time specified, the written grievance, along with copies of any supporting materials and any decision rendered as provided in Section 5.4, may be presented to the person designated by the Township Manager to handle personnel grievances within five (5) days after the decision is rendered by the Department Head or after the expiration of the time specified, if no decision is rendered. The aggrieved person shall serve a copy of the written grievance upon the Department Head and the President of Local 3827 and to Council 71. The Township Manager shall designate the person to hear the matter within five (5) days after notification of an appeal from the decision rendered by the Department Head. The designated representative shall meet with the aggrieved person, a representative of the Union and the Department Head, after providing at least 5 days notice of the meeting to the aggrieved person, the President of Local 3827 and to Council 71 and the Department Head. A decision shall be rendered, in writing, within five (5) business days after the grievance is presented to the personnel representative with copies to the Township Manager and the President of Local 3827 and to Council 71.

5.6. If the aggrieved person is not satisfied with the decision rendered in Section 5.5 or if no decision is rendered within the time specified, it shall be presented to the Township Manager within five (5) 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 thirty (30) days, and shall render a decision in writing.

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

5.8. A grievance presented directly by the Union and not addressing an issue affecting a specific employee shall be presented, 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 thirty (30) days, and shall render a decision in writing.

## **6. Disciplinary Proceedings:**

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

6.2. Written notice of proposed disciplinary action shall be provided to the employee in accordance with applicable Statutes, Rules and

Regulations, with a copy provided to AFSCME Council 71 and to the President of Local 3827 within 48 hours 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 law.

## **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 Employer 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 Employer 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 employer in any disciplinary proceeding against the subject employee. The employee and/or the Union shall provide the Employer 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 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 Employer 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 Employer 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.

8.2 If a question arises concerning two or more employees who were hired on the same date, the following shall apply: If hired prior to the effective date of this agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Township's records, first name, first preference, etc. For employees hired on the same date, subsequent to the effective date of this agreement, preference shall be given in alphabetical order (of 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 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 by law.

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 law.

## **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 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:

**AFSCME - 1993**

Grade	Inc.	A	B	C	D	E	F	G
A-2	471	14,802	15,645	16,483	17,321	18,163	19,001	19,839
A-4	519	16,319	17,246	18,170	19,095	20,021	20,946	21,867
A-6	572	17,986	19,007	20,025	21,043	22,067	23,084	24,105
A-7	601	18,886	19,954	21,028	22,098	23,168	24,239	25,312
A-9	663	20,816	21,998	23,178	24,360	25,543	26,724	27,905
A-10	696	21,859	23,100	24,340	25,580	26,820	28,062	29,302
A-12	767	24,093	25,458	26,828	28,192	29,560	30,925	32,293
A-14	847	26,563	28,072	29,583	31,090	32,600	34,108	35,619
A-15	888	27,888	29,472	31,053	32,638	34,218	35,801	37,745
A-17	978	30,746	32,490	34,325	35,976	37,720	39,466	41,202
A-20	1,132			41,218	42,607	43,997	45,387	46,775

**AFSCME - 1994**

Grade	Inc.	A	B	C	D	E	F	G
A-2	471	15,468	16,349	17,225	18,100	18,980	19,856	20,732
A-4	519	17,053	18,022	18,988	19,954	20,922	21,889	22,851
A-6	572	18,795	19,862	20,926	21,990	23,060	24,123	25,190
A-7	601	19,736	20,852	21,974	23,092	24,211	25,330	26,451
A-9	663	21,753	22,988	24,221	25,456	26,692	27,927	29,161
A-10	696	22,843	24,140	25,435	26,731	28,027	29,325	30,621
A-12	767	25,177	26,604	28,035	29,461	30,890	32,317	33,746
A-14	847	27,758	29,335	30,914	32,489	34,067	35,643	37,222
A-15	888	29,143	30,798	32,450	34,107	35,758	37,412	39,444
A-17	978	32,130	33,952	35,776	37,595	39,417	41,242	43,056
A-20	1,132			43,073	44,524	45,977	47,429	48,880

**AFSCME - 1995**

Grade	Inc.	A	B	C	D	E	F	G
A-2	471	16,009	16,921	17,828	18,734	19,644	20,551	21,458
A-4	519	17,650	18,653	19,653	20,652	21,654	22,655	23,651
A-6	572	19,453	20,557	21,658	22,760	23,867	24,967	26,072
A-7	601	20,427	21,582	22,743	23,900	25,058	26,217	27,377
A-9	663	22,514	23,793	25,069	26,347	27,626	28,904	30,182
A-10	696	23,643	24,985	26,325	27,667	29,008	30,351	31,693
A-12	767	26,058	27,535	29,016	30,492	31,971	33,448	34,927
A-14	847	28,730	30,362	31,996	33,626	35,259	36,891	38,525
A-15	888	30,163	31,876	33,586	35,301	37,010	38,721	40,825
A-17	978	33,255	35,140	37,028	38,911	40,797	42,685	44,563
A-20	1,132			44,581	46,082	47,586	49,089	50,591

**AFSCME - 1996**

Grade	Inc.	A	B	C	D	E	F	G
A-2	471	16,670	17,513	18,452	19,390	20,332	21,270	22,209
A-4	519	18,268	19,306	20,341	21,375	22,412	23,448	24,479
A-6	572	20,134	21,276	22,416	23,557	24,702	25,841	26,985
A-7	601	21,142	22,337	23,539	24,737	25,935	27,135	28,335
A-9	663	23,302	24,626	25,946	27,269	28,593	29,916	31,238
A-10	696	24,471	25,859	27,246	28,635	30,023	31,413	32,802
A-12	767	26,970	28,499	30,032	31,559	33,090	34,619	36,149
A-14	847	29,736	31,425	33,116	34,803	36,493	38,182	39,873
A-15	888	31,219	32,992	34,762	36,537	38,305	40,076	42,254
A-17	978	34,419	36,370	38,324	40,273	42,225	44,179	46,123
A-20	1,132			46,141	47,695	49,252	50,807	52,362

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 four percent (4%) as of January 1, 1993; four and one-half percent (4.5%) as of January 1, 1994; three and one-half percent (3.5%) as of January 1, 1995 and three and one-half percent (3.5%) as of January 1, 1996. In addition to the salary adjustment set forth in this provision, all members of the Union who are employed by the Township as of January 1, 1996, shall receive a bonus payment of Two Hundred Fifty Dollars (\$250.00) which shall be payable during the month of January, 1996.

10.2 Any retroactive salary adjustments provided by this Agreement shall be paid within thirty (30) 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.

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 1825 for 35 hour per week employees and by 2080 for 40 hour per week employees.

10.5 The Township may implement a change in the payroll period to provide that the wages of the members of the bargaining unit shall be paid every two weeks. The implementation of the change shall take place at such time as the change will affect more than half of the non-police officer employees of the Township. The payroll for hourly employees will be based on payroll records submitted to the Township Treasurer one week 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. Each employee covered under this Agreement shall be entitled during the first year of employment to paid vacation leave at the rate of one day for each full month of employment.

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

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

12.4 Beginning with the thirteenth year of employment and thereafter, twenty-three (23) work days per year.

12.5 Earned vacation leave for one 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.

12.6 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.

12.7 For purposes of vacation leave, a day for a 40 hour per week employee shall be defined as consisting of eight (8) hours and for a 35 hour per week employee shall be defined as consisting of seven (7) hours.

### **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 Each employee covered under this Agreement shall be entitled to paid sick leave at the rate of one and one-quarter (1.25) days of sick leave for each full month of employment. An employee who has been employed for more than one (1) year shall be credited with the full number of sick days allowed for the calendar year as of January 1st. In the event that the employee is not employed for the full year, the number of sick days allowed shall be pro-rated on the basis of 1.25 sick days for each full month of employment.

13.3 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 days 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.

13.6 A doctor's certificate may be required at the Township's option as a condition for payment of sick leave where (1) 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; (2) an employee is absent for three (3) consecutive days; (3) 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.

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 Any employee who calls out sick on the work day preceding or the work day following a scheduled holiday during any period of eighteen (18) consecutive months shall be subject to the following action:

- |                 |  |
|-----------------|--|
| 1st occurrence  | No Action.   |
| 2nd occurrence  | The employee shall be required to provide a medical certification to verify the illness and shall receive a written reprimand.   |
| 3rd occurrence  | The employee shall be required to provide a medical certification to verify the illness and shall receive a written warning.   |
| 4th occurrence  | The employee shall be required to provide a medical certification, which the Township may require to be from a physician of its choice, to verify the illness, and, if the illness has not been verified with a medical certification, shall forfeit the holiday and sick pay for the days involved.                                     |
| 5th occurrence  | The employee shall be required to provide a medical certification, which the Township may require to be from a physician of its choice, to verify the illness, and, if the illness has not been verified with a medical certification, the employee shall be subject to minor disciplinary action, not to exceed a suspension of 5 days. |
| 6th occurrence. | The employee shall be required to provide a medical certification to verify the illness, and, if the illness has not been verified with a medical certification, the employee shall be subject to major disciplinary action, including termination.  |

13.11 Whenever the Township shall require that the medical certification be provided by a physician selected by the Township, the employee shall be notified by the Township of the requirement and the name and address of the designated physician prior to the absence for which it shall be required.

13.12 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..

13.13 For purposes of sick leave, a day for a 40 hour per week employee shall be defined as consisting of eight (8) hours and for a 35 hour per week employee shall be defined as consisting of seven (7) hours.

**14. 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:

14.1. For employees employed more than one year, the Township shall continue the full salary for a period of three (3) months.

14.2. For employees employed more than five years, the Township shall continue the full salary for a period of six (6) months.

14.3. For employees employed more than ten years, the Township shall continue the full salary for a period of nine (9) months.

**15. Accumulated Sick Leave:**

15.1 Full payment will be made by the Township to the member or to the estate or the designated beneficiary of a deceased member for the first fifty (50) days of accumulated sick leave; or seventy percent (70%) of the total accumulation of sick leave, whichever is greater, provided that the total payment shall not exceed Seven Thousand Five Hundred (\$7,500.00) dollars. Any member of the bargaining unit who has accumulated sick leave in excess of Seven Thousand Five Hundred (\$7,500.00) dollars, calculated as set forth above, as of April 1, 1993, shall be entitled to retain the accumulated sick leave so accumulated, except that whenever the use of sick leave shall reduce the value of the accumulated sick leave, as calculated above, to Seven Thousand Five Hundred (\$7,500.00) dollars or less, then the maximum shall be established at Seven Thousand Five Hundred (\$7,500.00) dollars as provided herein.

15.2 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.

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

**16. Military Leave:** The Township agrees to provide all employees with military leave as required by Federal or State law.

**17. 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.

**18. Leave of Absence for Death In Family:** An employee will be allowed the following time off in the case of the death of:

18.1. Father, mother, grandfather, grandmother, spouse, son, daughter, brother, sister, grandchild, father-in-law, mother-in-law, son-in-law, or daughter-in-law, from the day of death until and including the day of burial, but not to exceed five (5) working days.

18.2. Uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree, the day of burial.

18.3. Employees who need additional time beyond that provided in this section may use vacation time.

**19. Uniforms:** Maintenance employees and animal control officers shall be provided with uniforms by the Township. Each full time maintenance employee and animal control officer shall be provided with five (5) uniforms. Part time maintenance employees and animal control officers shall be provided with a number of uniforms equal to the number of days that they are regularly scheduled to work in each week. The Township shall be responsible for the provision, maintenance and cleaning of uniforms. It shall be the responsibility of the employee to provide reasonable and ordinary care of the uniform. 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.

## **20. Longevity Payments:**

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

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

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

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

Completion of 8 years	-	Five Hundred Dollars
Completion of 12 years	-	One Thousand Dollars
Completion of 16 years	-	One Thousand Five Hundred Dollars
Completion of 20 years	-	Two Thousand

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

## **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 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 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 not later than March 31.

## **22. Hours of Work and Overtime Pay:**

22.1. All clerical and administrative employees work a five-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 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 emergent necessity.

22.2.4 Employees shall also be entitled to two (1) 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 and at the rate of time and one-half (1.5) for all hours worked in excess of forty 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 hours per week.

22.4. No overtime pay shall be earned except where authorized in advance by the Township Manager or 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.

**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 (\$100.00) dollars.

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

25.1.2 For members employed by the Township on or after November 1, 1993, the Township share of the cost shall be limited to the cost of single coverage in its least expensive HMO optional plan. If an employee chooses expanded coverage or a plan which is more expensive, the employee will be responsible for the excess cost.

**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 share of the cost shall be limited to the cost of single coverage. If an employee chooses expanded coverage, the employee will be responsible for the excess cost.

25.3. The Township reserves the right to change insurance plans or carriers or to self-insure directly or through a joint insurance fund.

**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 pay in January and will be paid to those employees who have filed a waiver of coverage with the Township 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 will be \$300.00 per year for a waiver of the Hospitalization-Medical/Surgical-

Major Medical coverage; and \$60.00 per year for a waiver of the Dental coverage. If an employee elects to re-join the Township 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 Employer'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 to 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 provide notice of any proposed layoffs to the Union 30 days in advance of the effective date of any layoffs.

**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 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 change in the amount of the dues to be deducted shall require that a new certification shall be provided to the Township

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 change 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 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 Lodge in an amount equivalent to eighty-five (85%) percent of the regular membership dues, initiation fees and assessments charged by the Lodge to its own members. The procedures set forth in Section 28.1 for certification of the dues required from members shall apply to the Representation Fee in Lieu of Dues.

**30. Full Understanding and Past Practices:** This Agreement constitutes the first Agreement between the parties and the entire Agreement between the parties. 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, 1993, through December 31, 1996, and for succeeding periods of twelve (12) months unless either party shall notify the other in writing 90 days prior to the expiration of this Agreement of its desire to negotiate a new contract. If no Agreement shall have been reached on the date of the expiration of this Agreement, the Agreement shall be extended, except that no increase in benefits, salary or job classification shall be implemented 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

  
RHODA LICHTENSTADTER  
Acting Township Clerk

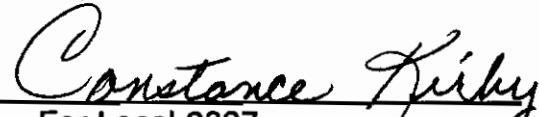
By   
PAUL L STEPHENSON  
Mayor

ATTEST:

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

  
Valerie J. Guelberg

By   
For District Council 71

By   
For Local 3827  
