

Pat L.

AGREEMENT

between

TOWNSHIP OF WASHINGTON, GLOUCESTER COUNTY

and

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES COUNCIL 71, LOCAL NO. 3303A**

PUBLIC WORKS

JANUARY 1, 2002 THROUGH DECEMBER 2005

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ARTICLE 1

PREAMBLE

This agreement entered into by the Township of Washington, hereinafter referred to as the "Township" and Local 3303A which is affiliated with Council 71 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", has as it's purpose the promotion of harmonious relations between the Township and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment. The effective date of this contract shall be the date the Agreement is ultimately signed by both parties.

ARTICLE 2

RECOGNITION

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

ARTICLE 3

CHECK-OFF

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

ARTICLE 4

WORK SCHEDULE

- A. The regularly scheduled work week shall consist of five (5) consecutive days, Monday through Friday, totaling 40 hours per week. The hours of the work week shall be from 7:00 AM to 3:30 PM with a lunch break from 12:00 PM to 12:30 PM. Employees shall be granted two fifteen (15) minute breaks, 10:00 AM to 10:15 AM and 2:00 PM to 2:15 PM. Neither the work shift, nor the regular break times will change without first having discussed such needs for same with the representative from the Union.
- B. Bus Drivers regularly scheduled work week shall consist of five (5) consecutive days, Monday through Friday, totaling forty (40) hours per week. The hours of work shall be from 8:00 AM to 4:30 PM with a half hour lunch break and two (2) fifteen (15) minute breaks that shall be scheduled during the shift at appropriate times.

The Medical Bus Driver will work according to the medical schedule not to exceed thirty-two (32) hours Monday through Friday.

- C. Custodians regularly scheduled work week shall consist of five (5) consecutive days, Monday through Friday, totaling forty (40) hours per week. The hours of work shall be from 7:00 AM to 3:30 PM with a half hour lunch break and two (2) fifteen (15) minute breaks that shall be scheduled during the shift at appropriate times.

ARTICLE 5

WORK IN OTHER CLASSIFICATIONS

- A. When an employee is assigned to work in a higher rated classification, he shall receive the higher rate of pay for the whole day. The following job classifications will apply under this Article:
1. Truck is defined as any vehicle with a gross licensed weight of at least 7,500 pounds or over. For the purpose of this Article, a tractor with a minimum of 25 H.P. shall be considered a truck. The Bobcat in the park will fall under Truckdriver. The Bobcat will be considered Heavy Equipment *only* when the spade portion is in use. The Paint Sprayer in the park will be considered as Craft Mechanic pay.
 2. Heavy equipment includes the following and no other:
Street Sweeper, Backhoe, Front-end Loader, Roller, and Vac-Haul.
 3. Tractor with boom grass cutter. This equipment will be considered Heavy Equipment regardless of use. Only two(2) men will be paid as Heavy Equipment Operators when operating walk-behind paint-Striper.
- B. In the event that the next senior person in the next lower classification is unavailable to perform the task in a timely and efficient manner, the next most senior and qualified employee will be assigned to work in the higher classification. This will not apply to regularly scheduled assignments.
- C. The Township reserves the right to modify the above classifications when new equipment is added, however, the Township and Union shall meet for the purpose of classifying new equipment.
- D. Bus shall be defined as: a large motor-driven passenger vehicle operating usually according to schedule along a fixed route.

ARTICLE 6

OVERTIME

- A. All time worked in excess of forty (40) hours in any work week, or in the excess of eight (8) hours in any regular work day shall be paid at time and one-half the employee's regular rate. No employee shall be paid both daily and weekly overtime for the same hours worked.
- B. All work performed on Sunday shall be compensated at the rate of double time.
- C. Overtime work shall be voluntary based on job classification, seniority and the ability in the job required. If the list of employees in the required job title is exhausted then the offer of overtime shall be extended to the most senior employee with the ability to perform the job required. If volunteers are not available, overtime work will be assigned on an involuntary basis from the lowest seniority on up.
- D. Except in cases of emergency, at least one (1) hour advance notice shall be given for overtime required at the end of the regular workday.
- E. If an employee is expressly required to work beyond his eight (8) hours he/she shall be guaranteed at least one hour of pay.
- F. If an employee is required to work beyond twelve (12) consecutive hours he/she shall be compensated at the rate of double time for all hours worked beyond the twelve (12) hour period.
- G. No employee shall be entitled to be paid overtime unless such overtime is ordered, authorized or approved by his or her supervisor.

ARTICLE 7

CALL-IN TIME

- A. Any employee who is required to return to work during periods other than his/her regularly scheduled hours, shall be paid time and one-half for such work and shall be guaranteed not less than two and one-half (2 1/2) hours pay, regardless of the number of hours actually worked.

ARTICLE 8

SENIORITY

- A. Seniority is defined to mean the accumulated length of continuous service with the Township, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence for bona fide illness or injury certified by a physician. Seniority shall be lost and employment terminated if any of the following occur:
1. Discharge with cause.
 2. Resignation.
 3. Failure to return promptly upon expiration of authorized leave.
 4. Absence for two consecutive working days without leave or notice.
- B. In calculating seniority, the time an employee has served with the Township of Washington under the CETA or similar federal program or any grant program, and, if the employee is subsequently hired on the regular Township payroll then such previous time shall be counted for the purpose of seniority.
- C. If any questions should arise concerning two (2) employees who were hired on the same date, the following shall apply:
1. If hired prior to January 1, 1995, the seniority preference among such employees shall be determined by the order in which such employees are already shown on the Township's seniority list.
 2. For employees hired on the same date subsequent to January 1, 1995, preference shall be given in alphabetical order of the employee's last name.
- D. During the fall leaf pick-up season and for the purposes of *leaf pick-up ONLY* during that time the following will apply:

1. Job assignment for drivers will be based on seniority as to the duties of driving the leaf truck and working on the back, with the driving assignment going first to the most senior person assigned to that vehicle. In the instance that a vehicle assigned to an employee/driver should break down or become unavailable for use, that/those driver(s) and/or laborers will be temporarily reassigned to help on another vehicle and will not have the right to bump the pre-assigned driver of that vehicle regardless of seniority. This will remain in effect until such time that the aforesaid driver's vehicle is ready for use again.

- E. Effective January 1, 2002 any time spent in any title not covered by the bargaining unit shall not count toward the employee's accumulated length of continuous service.
Any employee in a hired title prior to the effective date of this agreement shall be grandfathered.

ARTICLE 9

LAYOFF

- A. In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority. The Township agrees to give at least two (2) weeks notice to the Union and the affected employees whenever making seasonal or permanent layoffs. Notice must be given in writing. Where such required notice is not given and the circumstances are not beyond the Township's control, the Township shall pay the employee two (2) weeks wages in lieu thereof.

- B. An employee having held another position with the Township has the right to bump down to said held position in the event of a reduction in the workforce, so long as the employee still has the ability to perform the job requirements of the position, and so long as the employee has greater seniority than other employees in said position.

- C. Employees laid off shall be placed on a recall list and shall be offered employment for positions that they are qualified for prior to the positions being offered to non-employees. Employees shall remain on the list for a period of two years.

ARTICLE 10

VACATIONS

- A. Employees covered under this Agreement shall be entitled to the following vacation allowance based from anniversary date to anniversary date:
1. New employees with at least six (6) months of service may use a maximum of five (5) days during the first year.
 2. For the 2nd through the 5th year of service each employee will be granted ten (10) days of vacation.
 3. For the 6th year of service through the 10th year of service, each employee will be granted fifteen (15) days of vacation.
 4. Completion of 10th year of service through the completion of the 15th year of service each employee will be granted twenty (20) days of vacation.

<u>Years of Service</u>	<u>Vacation</u>
Completed 16 th year of service	21 days
Completed 17 th year of service	22 days
Completed 18 th year of service	23 days
Completed 19 th year of service	24 days
Completed 20 th year of service	25 days

- B. Vacations must be scheduled by April 15th. Anyone scheduling vacation after April 15th will lose his or her seniority. Single vacation days must be scheduled twenty-four (24) hours in advance. Management will reject any request without a twenty-four (24) hour notice. Management will also have the right to

reject any request given within a twenty-four (24) hour notice due to lack of manpower or project schedules.

- C. An employee who terminates shall receive pro-rated pay for each full month of employment (based on the balance due of the "earned per year").
- D. By mutual agreement with the Township and the employee, the employee will be able to take vacation pay in lieu of vacation days. Said payment shall be at the rate of one day for one day, at the end of the year.
- E. If a holiday falls within the period of an employee's vacation, said employee shall be granted an additional day's vacation or in lieu thereof, the equivalent of one (1) full day's pay based upon the employee's regular rate of pay.
- F. All vacations must be taken in the given year and not carried over to the following vacation year. In unusual circumstances, one (1) week may be carried over for use in the subsequent year, subject to the approval of the Business Administrator.

ARTICLE 11

SICK LEAVE

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

1. One and one quarter (1 ¼) days for each completed month of service. If an employee requires none or a portion of such allowable sick leave for any calendar year that portion not taken shall accumulate from year to year.
2. Sick leave for purposes herein shall mean absence from duty by an employee because of personal illness by reason of which such employee is unable to perform his usual duties of his position, exposure to contagious disease or a short period of emergency attendance upon a member of his immediate family critically ill and requiring the presence of such employee.
3. An employee who does not expect to report to work because of personal illness or for any reason included in the definition of sick leave shall notify his immediate superior by telephone or by personal message at least one quarter (¼) hour before the start of the work day.
4. If an employee is absent for three (3) consecutive working days, the Township shall require acceptable medical evidence. The nature of the illness and the length of time the employee shall be absent should be stated on the medical certificate.
5. Each employee (full-time) is entitled to sick leave with full pay on a basis of one and one-quarter (1 ¼) days for each completed month of service. Accumulation is unlimited. In the event of resignation/layoff, the maximum payable will be one hundred (100%) percent. Sick leave for purposes herein defined to mean absence from duty of an employee because of personal illness by

reason for which such employee is unable to perform the usual duties of his position.

6. Sick time will be pro-rated on a monthly basis when an employee works less than fifty (50%) percent of his or her scheduled work days due to disciplinary suspension and leave of absence without pay.
7. Once each year, on or before March 31, the employee and the Union shall be notified of the number of unused sick days and vacation days to the credit of each represented employee.
8. Sick leave is not accumulated when employee is on voluntary leave of absence.
9. In cases of prolonged illness when an employee exhausts his accrued sick leave, the employee may authorize the Township Payroll office to use his deemed vacation as sick time.
10. Starting with sick leave accrued under this Agreement in January, 1995, up to a maximum of fifteen (15) days, any unused sick leave will be payable to employees covered by this Agreement no later than December 15th. The employee has the right to continue to accumulate any portion of said unused sick leave not sold back to the Township. The request for sell back must be made no later than December 1st of each year.
11. Part time and temporary employees are not entitled to compensation for absences.
12. In cases of leaves of absence ordered by the township physician and/or County Board of Health due to exposure to contagious disease, a certificate from the Township physician and/or the County Board of Health shall be required before the employee may return to work, and time lost will not apply to sick leave time or any loss of pay.

ARTICLE 12
MANAGEMENT RIGHTS

- A. All management functions and responsibilities, which the Township has not explicitly modified or restricted by this agreement, are retained and vested exclusively in the Township and its agents.

- B. The Township reserves the right to establish, revise and administer policies and procedures related to all operations of the Department of Public Works including, but not limited to, training, sanitation, road and municipal operations, services, education and protection of citizens of Washington Township.

- C. The Township and its agents reserve the right to reprimand, suspend, dismiss or otherwise discipline employees for just cause.

- D. The Township reserves the right to hire, promote, transfer, layoff and recall employees to work to determine the number of employees and the duties to be performed.

- E. The Township maintains the right to maintain the efficiency of its employees to expand, establish, reduce, alter, combine, consolidate or abolish any job classification and salary, department, operation or service to determine the staffing patterns and areas of work, to control and regulate the use of facilities, supplies and equipment and other property of the Township and its Public Works Department to determine the assignment of work, the qualifications required and the size and composition of the workforce. The Township shall have no responsibility or requirement to train employees who do not meet minimum job qualifications at the time they may seek employment with the Township or movement into another job classification. The Township maintains the right under this section to train employees which do not meet minimum job requirements as it deems appropriate.

- F. The Township retains the right to subcontract for any service as determined necessary by the Township.

- G. The Township reserves the exclusive right to make or change departmental rules, regulations, policies and procedures and practices not consistent with the terms of this Agreement and otherwise generally to manage the Washington Township Public Works Department. The Township also reserves the right to obtain and maintain all operating efficiency and public protection and direct the workforce except as expressly modified or restricted by this Agreement.

ARTICLE 13
GRIEVANCE PROCEDURE

- A. Any grievance or dispute arising between the parties with respect to the application, meaning or interpretation of the sections contained in the Agreement, also included in the scope of grievable items are disciplinary actions and shall be settled in the following manners:

Step One

The aggrieved employee or the Union Shop Steward at the request of the employee shall take up the grievance or the dispute with the Director of Public Works within three (3) working days of its occurrence. Failure to act within said three (3) day period shall be deemed to constitute an abandonment of the grievance. The Director of Public Works shall try to adjust the matter and shall respond to the employee or Shop Steward within three (3) working days.

Step Two

If the grievance has not been settled, it shall be presented to the Business Administrator in writing within three (3) working days after the Department of Public Works response was due. The Business Administrator shall meet with the Shop Steward and respond in writing within three (3) working days.

Step Three

If the grievance remains unsettled, the representative may within ten (10) working days after the reply of the Business Administrator is due, give written notice to the Mayor or her designee requesting a hearing of the aggrieved employee, his/her Shop Steward, the Mayor or her designee and the business representative of the Union. The hearing will be held in no less than ten (10) working days.

Step Four

- A. If the grievance remains unsettled, the representative may within three (3) working days after the reply of the Mayor, or her

designee, by written notice to the Mayor or her designee, proceed to arbitration. A request for arbitration must be made no later than such three (3) day period and failure to file within said time will constitute a bar to such arbitration, unless otherwise agreed.

- B. Arbitration proceedings shall be conducted by an arbitrator who will be selected by the Township and the Union within seven (7) working days after notice has been given. If the parties fail to agree upon an arbitrator, the New Jersey Public Employees Relations commission, will be requested by either or both parties to provide a panel of official arbitrators. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument. The arbitrator's decision shall be binding on both parties.

- C. Expenses for the arbitrator's service and the proceedings under Section A and Section B shall be borne by the losing party. No employee shall be denied his compensation for his appearance as a witness in accordance with this Article. If either party desires a verbatim record of proceedings, it may request that such a record be made, providing it pays for the record and makes copies available to the other party and the arbitrator.

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

ARTICLE 14
DISCIPLINE AND DISCHARGE

- A. This paragraph shall only apply to permanent non-probationary full time employees.

- B. All disciplinary actions shall be for just cause. An employee may be suspended or discharged immediately prior to an appeal or grievance hearing where it is determined by the township personnel that the employee is unfit for duty or is a hazard to any person if permitted to remain on the job.

- C. Employees are obligated to comply with all the rules and regulations of the employer provided such rules do not conflict with the express provisions of this agreement and are not otherwise unlawful and improper. Such rules and regulations shall be applied uniformly and without discrimination. The rules and regulations should be accessible to employees so that an employee can refer to them when needed. An employee who reasonably believes that he or she may be subject to disciplinary action in connection with any questioning by the employer may have a Union representative present during such questioning. This shall not apply to interviews which are intended to provide counseling, information or instruction.

- D. The employer shall provide a copy of disciplinary charges to the employee and a copy of the notice shall be provided to the local Union representative and District Council representative. An employee may appeal a disciplinary finding beginning at the third step of the grievance procedure and within 10 working days of its occurrence. Nothing shall prevent the Union representative from investigating any discipline brought by the employer. An employee is entitled to have a union appointed representative at any grievance disciplinary hearing. Employees required as witnesses at such hearings as well as the local Union representative shall not suffer any loss of regular pay. If the decision for direct

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

- E. All copies of and reference to any disciplinary action imposed on an employee shall be removed from the employee's personnel record if during the six (6) month period following such action, there is no accrual of another discipline against the employee. If the employee is charged with another discipline within the six (6) months, then the reckoning period shall extend for one (1) year from the second discipline before anything is removed from the employee.

- F. Counseling: When it is determined through an investigation that disciplinary action is not warranted, but the employee should be "notified" as to his/her conduct or substandard performance, the employee shall receive counseling. Counseling is a face-to-face discussion between the supervisor and the employee, during which a plan is developed to improve the performance or conduct of the employee. Counseling shall not be considered discipline or part of progressive discipline.

- G. Progressive corrective discipline shall be as follows:
 - 1. Oral reprimand
 - 2. Written reprimand
 - 3. Suspension
 - 4. Discharge

The above movement shall be for like discipline except in cases of extreme misconduct which shall include but is not limited to:

- 1. Drunkenness, proven during working hours, or being under the influence of alcohol during working hours. If an employee refuses

to take a properly administered breathalyzer examination, he shall be subject to suspension. No personnel shall consume alcoholic beverages during working hours.

2. Theft or dishonesty.
3. Assault on Township employees or Township vehicles.
4. Carrying unauthorized passengers in Township vehicles.
5. Possession or use of non-prescription drugs or narcotic drugs while on duty.
6. A crime more serious than a misdemeanor punishable by one (1) year or more in prison for the possession, sale, purchase or use of illegal drugs.
7. Willful destruction, or extreme negligence to Township property.

ARTICLE 15
BILL OF RIGHTS

- A. To insure that the individual rights of employees in the bargaining unit are not violated, the following shall represent the employee's Bill of Rights:
1. An employee shall be entitled to Union representation at each and every step of the grievance procedure set for in this agreement.
 2. An employee shall be entitled to Union representation at each stage of a disciplinary hearing.
 3. No employee shall be required by the Township and/or its agents to submit to an interrogation unless the employee is afforded the opportunity of Union representation.
 4. No recording devices or stenographer of any kind shall be used during any meeting unless both Union and Township are made aware of their use prior to such meeting.
 5. In all disciplinary hearings the employee shall be presumed innocent until proven guilty and the burden of proof shall be on the Township.
 6. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his/her hours, wages or working conditions as the result of the exercise of his/her rights under this Agreement.

ARTICLE 16

PAY PERIOD & PAY DAY

- A. All regular employees covered under this Agreement shall be paid every two (2) weeks.

- B. When the regular payday occurs on a holiday, the Township shall pay the employees on the regular workday immediately preceding the holiday.

- C. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.

ARTICLE 17
WORKERS COMPENSATION

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

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

ARTICLE 18

INSURANCE

- A. There shall be no change in the Group Hospital Medical Plan presently in effect and paid for by the Township on behalf of its employees, except, in the case of a new plan that is equivalent or better.
- B. Dental insurance is to be provided through Delta Dental Program #3 or its equivalent.
- C. The Township agrees to enroll its employees covered under this Agreement in the State disability plan or equivalent. The Township shall pay the full cost of the plan (See Schedule A).
- D. Upon the signing of this agreement, the Township agrees to provide the employee and his family with a co-pay prescription plan with the same benefit level as the 1991 plan with a co-payment of \$5.00. All costs above \$5.00 shall be reimbursed by the Township as per the present practice. In other words, if a prescription costs \$30.00, then the Township shall reimburse the employee \$25.00. If that prescription costs \$15.00, then the Township shall reimburse the employee \$10.00. It is noted that the Union and the Township have agreed to raise the co-pay from that of \$1.50 to \$5.00. All other conditions shall remain unchanged. Reimbursement shall remain as currently practiced between the Township and the Union unless otherwise approved upon by a mutual written amendment. That is for reimbursement of prescription co-pays.
- E. Washington Township agrees to maintain coverage of a medical/hospitalization plan (medical, dental and prescription) for all retiring employees on pension or disability retirement and their spouse, according to New Jersey State guidelines relative to retirement. Eligibility shall be based on the following as required either N.J.S.A. 40:10-23 and N.J.S.A. 52:14-17.37, which ever would be applicable at the time of retirement.

- Employee retires at age 62 or older with at least fifteen (15) years continuous service with Washington Township at the time of retirement.
- Employee retires with at least twenty (20) years of service with Washington Township, not necessarily continuous and twenty-five (25) years of service credit in the State of New Jersey administered retirement system.
- Employee retires with twenty-five (25) years of service credit in the State of New Jersey administered retirement system.
- If an employee retires from Washington Township pursuant to the above, that employee shall receive medical coverage from the township for the employee and his or her spouse at the time of the employee's retirement. If the employee dies after retirement, medical coverage for his or her spouse shall continue provided the spouse was married to the employee at the time of the employee's retirement and the spouse does not remarry after the employee's death. If the spouse remarries after the employee's death, the medical coverage will terminate. If the employee remarries after his or her retirement, the new spouse will not receive any medical coverage.

ARTICLE 19

HOLIDAYS

- A. The following days are recognized as paid holidays:
- | | |
|------------------------|------------------------|
| New Years Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| President's Day | Veteran's Day |
| Lincoln's Birthday | Thanksgiving Day |
| Good Friday | Day after Thanksgiving |
| Memorial Day | Christmas Day |
| Fourth of July | |
- B. Each employee shall be entitled to three (3) personal business days per year. Holidays which fall on Saturday shall be celebrated on the preceding Friday. Holidays which fall on Sunday shall be celebrated on the following Monday. Holidays, which fall within an employee's vacation period, shall be celebrated at the employee's option, either immediately before or immediately following his/her vacation period.
- C. In order to be entitled to the above paid holidays, employees must work the regular workday before and after the holiday, except, if sick or if the holiday falls within the employee's vacation, in which case, the employee shall receive an additional day of vacation.
- D. All hours worked on holidays are to be paid double time plus holiday pay.
- E. Employee shall not be paid for holiday if he or she is out sick either the day before or after the holiday; unless he/she has a doctor's certificate.

F. No holiday shall be granted other than those listed above, except such other holidays as are officially declared by the Governor of the State of New Jersey or when the Township Council declares by formal action, a holiday for all Township employees. This provision has no applicability when holidays are granted pursuant to a contract with other representatives, associations or unions.

ARTICLE 20
LEAVE OF ABSENCE

- A. Any employee desiring a leave of absence without pay from his/her employment must secure written permission from the Township with notice to the Union. The maximum leave of absence shall be thirty (30) days and may be extended for like periods up to a maximum of (1) year. Permission for extension must be secured from the Township with notice to the Union. During the period of absence, the employee shall not engage in full time or part time employment whatsoever. Failure to comply with this provision shall result in termination of the employee.
- B. The employee shall be responsible for the continued payments and make suitable arrangements with the Township for the continuation of benefits.
- C. **Military Leave** – Employees shall be entitled to Military Leave in accordance with Federal and State Laws.
- D. **Jury Duty** - A regular full time employee who loses time from his job because of jury duty as certified by the Clerk of the Court, shall be paid by the Township the difference between his daily job rate up to a maximum of eight (8) hours and the daily jury fee subject to the following conditions:
1. The employee must notify his supervisor immediately upon receipt of a summons for jury duty.
 2. This section does not apply where an employee voluntarily seeks jury duty.
 3. No reimbursement of wages will be made for jury duty during holidays or vacations.
 4. At the Township's request, adequate proof must be presented of time served on a jury and the amount received for such service.

ARTICLE 21
FUNERAL LEAVE

A. A leave of absence with pay shall be granted to a permanent employee desiring such leave because of a death in the immediate family as listed below:

1 Working Day	-	Aunt/Uncle
2 Working Days	-	Grandmother/Grandfather
5 Working Days	-	Mother-in-Law/Father-in-Law Sister-in-Law/Brother-in-Law
7 Working Days	-	Mother/Father/Sister/Brother
15 Working Days	-	Spouse/Daughter/Son/Grandchildren

B. In the event of the death of any other relative, accumulated sick leave may be utilized.

C. Proof of death and relationship is required at the Township's discretion.

D. Additional days of leave may be granted by the Department Head as Administrative Leave, without pay, due to extenuating circumstances at the request of the employee.

ARTICLE 22
SAFETY AND HEALTH

- A. The Township shall at all times maintain safe and healthful working conditions and will provide employees with wearing apparel, tools or devices that may be reasonably necessary to insure their safety and health.

- B. A safety committee shall be formed having one member from management and one from the local Union.

- C. It is the responsibility of the employee to maintain and to have available on the jobsite, the required safety equipment for a particular job function and utilize such apparatus accordingly.

- D. The Township will provide replacement of any apparatus if damaged on the job. Old apparatus must be returned. Apparatus shall be defined to include rain gear, goggles, earplugs, hardhats, etc. and other safety equipment supplied to the employee by the Township.

ARTICLE 23
SEVERABILITY

- A. If any section, subsection, paragraph, sentence, clause or phrase of this Agreement should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Agreement, which shall remain in full force and effect; and to this end the provisions of the Agreement are hereby declared to be severable. In the event any portion of the Agreement is declared invalid, the parties agree to begin renegotiations on the invalid portion within thirty (30) days.

ARTICLE 24

PHYSICAL EXAMINATIONS

- A. Prior to the appointment of any applicant, a person shall undergo a physical examination to be administered by the Township physician.

ARTICLE 25
PROBATIONARY PERIOD

- A. Every person appointed to a position shall be deemed to be on probation for a period of six (6) months. The Mayor or her designee may require reports and recommendations from immediate superiors and department heads to determine whether he/she shall be granted permanent status or dismissed.

ARTICLE 26
GENERAL PROVISIONS

A. **Bulletin Boards**

Bulletin boards will be provided by the Township at permanent work locations for the use of the Union for the sole purpose of posting Union announcements and other information of noncontroversial, nonpolitical nature.

B. **Union Activities on Township's Time and Premises**

The Township agrees that during working hours, on the Township's premises, and without loss of pay, Union representatives shall be allowed to:

1. Post Union notices
2. Distribute Union literature
3. Transmit communications authorized by the local Union or its officers, to Township or their representatives, both written and oral.
4. Solicit Union membership during other employee's non-working time.
5. The Union shall have the right to use either the public works break room or the C.A.C. building for union meetings one (1) hour per month without loss of pay to any employee attending. The Union agrees that the purpose of said meetings will be to conduct union business and therefore, the union agrees not to abuse the privilege. The Union must provide 24 hours notice to the supervisor/director; if the union cannot be accommodated within 24 hours due to work schedule or projects, management agrees to accommodate within a 48 hour period.

C. **Visits by Union Representatives**

The Township agrees that accredited representatives of the American Federation of State, County and Municipal Employees both local and district, or international, shall have the right to visit the premises during working hours, so long as such visit does not interfere with employee duties.

D. **Posting Positions**

Vacant positions or newly created positions shall be posted on the Union's bulletin board for a period of not less than five (5) days prior to the Township submitting the position to the general public.

E. **Seasonal Employees**

Seasonal part-time or full-time employees shall not be employed for longer than 6 months within a 12 month period. If an employee is employed longer than 6 months within a 12 month period, he/she shall be made permanent.

ARTICLE 27
CLOTHING MAINTENANCE

- A. Employees covered under this agreement shall receive a clothing maintenance allowance of \$750.00.
- B. Orders for clothing will be placed twice annually, May and November. The amount shall be deducted from the employee's allowance for each order and the balance payable shall be made to the employee at end of January and end of July. Employees must replace worn clothing as necessary.
- C. Township mechanics shall not receive a clothing maintenance allowance but will continue to receive uniforms.
- D. Township will provide order forms for approved clothing, which is to be worn only with jeans or work pants (in good condition). Shorts worn in summer season MUST be either jean/twill material or work/khaki style shorts, solid colors only, which must be hemmed and worn no more than 3 to 4 inches above the knee.
- E. Employees must wear hard soled shoes, preferably work boots for safety purposes.

ARTICLE 28

MECHANICS TOOL ALLOWANCE

- A. Employees covered under this Agreement shall receive a tool allowance of \$700.00 in 2002; \$750.00 in 2003; \$800.00 in 2004 and \$800.00 in 2005 for the purpose of replacing worn tools, broken tools and purchasing new tools. Said allowance shall be paid during the month of January.

ARTICLE 29
EQUAL TREATMENT

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

- B. The Township and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE 30

STRIKES AND LOCKOUTS

- A. In addition to any other restrictions under the law, the Union will not cause a strike or a work stoppage of any kind, nor will any employee take part in a strike, intentionally slow down in the rate of work in any manner, cause interference with or stoppage of the Township's work, provided the Township follows the grievance procedure which provision is made herein, and the Township shall not cause a lockout.

ARTICLE 31

DUPLICATION OF AGREEMENT

- A. The Township shall be responsible for reproducing this Agreement and will furnish copies to the Union for distribution to employees and officials of the Township.

ARTICLE 32

WAGES

Year 2002

3.25%

Year 2003

3.5%

Year 2004

4%

Year 2005

4.25%

ARTICLE 33

SERVICE RECORDS

- A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained by the Township and may be used for evaluation purposes by the Department Head, Business Administrator, Mayor and/or governing body only.
- B. Upon advance notice and at reasonable times, any employee may review his/her personnel file. However, this appointment for review must be made through the Department Head or their designated representative.
- C. Whenever a written complaint concerning an employee or his/her actions is to be placed in his/her personnel file, a copy shall be made available to them and they shall be given the opportunity to rebut it if they so desire and they shall be permitted to place said rebuttal in their file.
- D. All personnel files will be carefully maintained and safeguarded permanently and nothing placed in files shall be removed there from. Removal of any material from a personnel file by any employee shall subject that employee to appropriate disciplinary action.

ARTICLE 34
DURATION OF AGREEMENT

THIS AGREEMENT shall become effective on January 1, 2002 and shall terminate on December 31, 2005. This Agreement shall remain in full force and effect during the period of renegotiations for a successor agreement.


IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

WASHINGTON TOWNSHIP
GLOUCESTER COUNTY


MAYOR



BUSINESS ADMINISTRATOR


AFSCME LOCAL NO. 3303A


AFSCME LOCAL 3303A


AFSCME LOCAL 3303A


AFSCME LOCAL 3303A


COUNCIL DISTRICT #71

SCHEDULE A
PUBLIC WORKS DISABILITY POLICY

As per Article 18, Section C, **Insurance:**

The Township agrees to enroll its employees covered under this Agreement in the State disability plan or equivalent.

Washington Township uses the formula of the State of New Jersey's Disability Program. An outline of the Township's Disability benefits as they pertain to Public Works is as follows:

1. It is mandatory that **all** sick time be exhausted **before** an employee can begin collecting disability payments.
2. The program will pay an employee two-thirds (2/3) of their weekly salary up to the State Disability plan's maximum.
3. An employee in this program would be eligible for a maximum period of twenty-six (26) weeks.
4. An employee must have documentation from his doctor that he is indeed disabled and unable to work.
5. An employee out on disability for an extended period of time will have his clothing maintenance allowance pro-rated for the amount of time missed.

**Anyone hired after January 1, 1998 would not be entitled to
longevity and will be paid according to this schedule.**

SCHEDULE – B
PUBLIC WORKS SALARY SCALE

	<u>2002</u> <u>January</u>	<u>2003</u> <u>January</u>	<u>2004</u> <u>January</u>	<u>2005</u> <u>January</u>
1 st yr. – Bus driver	13.98	14.47	15.05	15.69
2 nd yr. – Bus driver	14.40	14.90	15.50	16.16
3 rd yr. – Bus driver	14.98	15.50	16.12	16.81
4 th yr. – Bus driver	15.44	15.98	16.62	17.33
5 th yr. – Bus driver	15.94	16.50	17.16	17.89
1 st yr. – Maintenance	11.33	11.73	12.20	12.72
2 nd yr. – Maintenance	11.67	12.08	12.56	13.09
3 rd yr. – Maintenance	12.14	12.56	13.06	13.62
4 th yr. – Maintenance	12.50	12.94	13.46	14.03
5 th yr. – Maintenance	12.91	13.36	13.89	14.48
1 st yr. – Auto mech./maintenance mech.	16.64	17.22	17.91	18.67
2 nd yr. – Auto mech./maintenance mech.	17.14	17.74	18.45	19.23
3 rd yr. – Auto mech./maintenance mech.	17.83	18.45	19.19	20.01
4 th yr. – Auto mech./maintenance mech.	18.37	19.01	19.77	20.61
5 th yr. – Auto mech./maintenance mech.	18.97	19.63	20.42	21.29
1 st yr. - Laborer	13.98	14.47	15.05	15.69
2 nd yr. - Laborer	14.40	14.90	15.50	16.16
3 rd yr. - Laborer	14.98	15.50	16.12	16.81
4 th yr. - Laborer	15.44	15.98	16.62	17.33
5 th yr. - Laborer	15.94	16.50	17.16	17.89
6 th yr. - Laborer	16.46	17.04	17.72	18.47
7 th yr. - Laborer	16.99	17.58	18.28	19.06
1 st yr. - Heavy equipment	16.38	16.95	17.63	18.38
2 nd yr. - Heavy equipment	16.87	17.46	18.16	18.93
3 rd yr. - Heavy equipment	17.55	18.16	18.89	19.69
4 th yr. - Heavy equipment	18.08	18.71	19.46	20.29
5 th yr. - Heavy equipment	18.59	19.24	20.01	20.86
1 st yr. – Driver/craft mech.	15.85	16.40	17.06	17.79
2 nd yr. – Driver/craft mech.	16.32	16.89	17.57	18.32
3 rd yr. – Driver/craft mech.	16.98	17.57	18.27	19.05
4 th yr. – Driver/craft mech.	17.49	18.10	18.84	19.64
5 th yr. – Driver/craft mech.	18.07	18.70	19.45	20.28

SCHEDULE – B

PUBLIC WORKS SALARY SCALE

		2002	2003	2004	2005
		<u>January</u>	<u>January</u>	<u>January</u>	<u>January</u>
Bus driver	beg. 20 th yr.	18.01	18.64	19.39	20.21
Bus driver	beg. 15 th yr.	17.92	18.55	19.29	20.11
Bus driver	beg. 10 th yr.	17.76	18.38	19.12	19.93
Bus driver	beg. 6 th yr.	17.42	18.03	18.75	19.55
Bus driver	beg. 1 st yr.	16.83	17.42	18.12	18.89
Maintenance	beg. 20 th yr.	15.25	15.78	16.41	17.11
Maintenance	beg. 15 th yr.	15.18	15.71	16.34	17.03
Maintenance	beg. 10 th yr.	15.03	15.56	16.18	16.87
Maintenance	beg. 6 th yr.	14.74	15.26	15.87	15.54
Maintenance	beg. 1 st yr.	14.25	14.75	15.34	15.99
Mechanic-auto/maintenance	beg. 20 th yr.	22.07	22.84	23.75	24.76
Mechanic-auto/maintenance	beg. 15 th yr.	21.97	22.74	23.65	24.66
Mechanic-auto/maintenance	beg. 10 th yr.	21.78	22.54	23.44	24.41
Mechanic-auto/maintenance	beg. 6 th yr.	21.36			
Heavy Equipment Operator	beg. 20 th yr.	21.79	22.55	23.45	24.45
Heavy Equipment Operator	beg. 15 th yr.	21.69	22.45	23.35	24.34
Heavy Equipment Operator	beg. 10 th yr.	21.48	22.23	23.12	24.10
Heavy Equipment Operator	beg. 6 th yr.	21.08	21.82	22.69	23.65
Heavy Equipment Operator	beg. 1 st yr.	19.96	20.66	21.49	22.40
Driver/craft Mechanic	beg. 20 th yr.	20.68	21.40	22.26	23.21
Driver/craft Mechanic	beg. 15 th yr.	20.59	21.31	22.16	23.10
Driver/craft Mechanic	beg. 10 th yr.	20.40	21.11	21.95	22.88
Driver/craft Mechanic	beg. 6 th yr.	20.01	20.71	21.54	22.46
Driver/craft Mechanic	beg. 1 st yr.	19.32	20.00	20.80	21.68

Note: Advancements to next step will continue as in the past to take effect on employee's anniversary date.