

RESOLUTION NO. 2010 - 171


A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO SIGN AGREEMENT WITH THE UNITED WORKERS UNION WTPWSA UNIT Local 1210 (Public Works Supervisors)


WHEREAS, the United Workers Union WTPWSA Unit, Local 1210 and the Township of Willingboro have concluded labor negotiations; and

WHEREAS, it is appropriate to formally authorize the execution of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, assembled in public session this 7th day of December, 2010, that:

- A. The attached collective negotiation agreement is approved, covering the period January 1, 2010 through December 31, 2013.
- B. The Mayor and Clerk are hereby authorized and directed to execute on behalf of the Township, after the Agreement has been formally signed by the appropriate officers of the United Workers Union WTPWSA Unit, Local 1210.
- C. A copy of this resolution shall be submitted to the appropriate officer of the United Workers Union WTPWSA Unit, Local 1210 for his information and attention.


Eddie Campbell, Jr.
Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson				<input checked="" type="checkbox"/>
Councilman Ayer	<input checked="" type="checkbox"/>			
Councilman Gordon	<input checked="" type="checkbox"/>			
Deputy Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Campbell	<input checked="" type="checkbox"/>			

Collective Bargaining Agreement

*Agreement with
orig signatures to
units/Payroll/Commo
and contract file.*

Between

Township of Willingboro

and the

Government Workers Union
WTPWSA Unit

Local 1210

2010-2013

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Preface

This Agreement is made and entered into this _____ day of _____, 2010 by and between the Township of Willingboro, a body corporate and politic, hereafter referred to as the "**Township**"; and Willingboro Township Public Works Supervisors Association/ United Workers Union, Local 1210, hereafter referred to as the "**Union**"

In consideration of the mutual promises contained herein, it is hereby agreed as follows:

Article One Recognition

- A. In order to promote harmonious relations between the Township and the Union, in the best interests of residents of the Township of Willingboro, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the full agreement between the parties concerning all terms and conditions of employment.
- B. The Township recognizes the Union as the sole and exclusive collective negotiating representative for full-time Supervisors of Public Works Department employed by the Township and under the direction of the Public Works Director, for such additional titles as the parties or the Public Employment Relations Commission may later agree, in writing, to include. The Township shall notify the Union in writing prior to the creation of new titles, or the filling of existing positions, within the bargaining unit.
- C. Unless otherwise indicated, the term "employee", when used in this Agreement, shall refer to all employees represented by the Union, in the negotiating unit as defined.
- D. References to males shall include females, and references to females shall include males.
- E. The Township and this bargaining unit recognize that all members covered under this agreement are considered to be working Supervisors.

Article Two
Negotiation of Successor Agreement

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

- B. Not later than September 30, 2013, the parties agree to initiate negotiations over a Successor Agreement in accordance with the procedure set forth herein in a good-faith effort to reach continuing agreement on salaries and other terms and conditions of employment. Any Agreement so negotiated shall apply to all members of the bargaining unit and shall be reduced to writing, ratified, and signed by all the parties.

- C. During negotiations the Township and the Union shall present relevant data, exchange points of view, and make proposals and counterproposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations. The costs incurred by either party for the services of consultants, professionals or lay representatives, shall be paid by the party utilizing the service and incurring the cost.

- D. Whenever members of the bargaining unit are mutually scheduled by the parties herein to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

- E. This Agreement shall not be modified in whole, or in part, by the parties except by an instrument in writing duly executed by both parties.

- F. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of the Agreement to employees covered by this Agreement shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.
- G. The Township agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE 1 of this Agreement with any organization other than the Union for the duration of this Agreement.
- H. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

Article Three
Grievance Procedure

- A. A "grievance" is a claim by an employee or the Union based upon the interpretation, application or violation of this agreement, policies or administrative decisions affecting an employee or a group of employees.
- B. A "grievant" is the employee or employees, or the Union, making the claim on behalf of the employees or group of employees or the Union on behalf of itself.
- C. A "party in interest" is the person or persons making the claim and any person, including the Union or Township, who might be required to take action or against whom action might be taken in order to resolve the claim.
- D. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise, affecting employees. Both parties agree that proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

- E. The number of days indicated at each level should be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however be extended by mutual agreement. All days referred to in this procedure shall be working days.
- F. Level One: An employee with a grievance shall first discuss it with his/her immediate supervisor, either directly or through the Union's designated representative, with the objective of resolving the matter informally.
- G. Level Two: If the aggrieved person or the Union is not satisfied with the decision required in Level One, or if no decision is rendered within a fifteen (15) day period, an aggrieved person or the Union may verbally or in writing present the grievance to the Township Manager within fifteen (15) days of the meeting with the immediate supervisor of the occurrence of the event giving rise to the grievance or within fifteen (15) days of when the aggrieved person or the Union should reasonable have known of its occurrence. The Township Manager shall attempt to adjust the matter within fifteen (15) days by meeting with the aggrieved person and the Union and shall render a decision in writing, with copies to the Township Manager and to the Union office.
- H. Level Three: In the event a grievance is not settled to the satisfaction of all parties at the conclusion of Level Two, the Union may, within fifteen (15) days after the decision of the Township Manager or within thirty (30) days after the date the grievance was served on the Township Manager, whichever shall first occur; serve notice on the Township Manager that the matter is being referred to final, binding arbitration. The arbitrator shall be chosen according to the provisions of the N.J.S.A. 19: 12-5.1 et seq. The arbitrator's decision in the matter shall be final and binding on all parties. The arbitrator's costs and fees shall be borne equally by the parties, but each party shall be solely responsible for the cost it incurs in the production of testimony or evidence.
- I. If a grievance is not appealed within the time limits set forth above, the grievance shall be deemed settled.

- J. No reprisals of any kind shall be taken by the Township or by any supervisor against any party in interest, any representative, any member of the Union, or any other participant in the grievance procedure by reason of such participation.
- K. If, in the judgment of the Union, a grievance affects a group or class of employees, the Union may submit such grievance in writing to the Township directly and the process of such grievance shall commence at Level Three.
- L. All decisions rendered shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to the Union within the specified times.
- M. All documents, communications, and records dealing with the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

Article Four

Employee Rights and Privileges

- A. Pursuant to N.J.S.A. 34:13A-1 et seq., the Township agrees that every employee of the Township shall have the right freely to organize, join and support any organization for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. The Township agrees that bargaining unit members, without regard to Union membership, shall have the right freely to organize, join and support the Union and its affiliates for the same purpose. The Township agrees that it shall abide by all State and Federal laws against discrimination and that it shall not discriminate against any employee by reason of his or her membership or non-membership in the Union or its affiliates. The Township further agrees that this Agreement shall be applied equally to all employees in the bargaining unit.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No employee shall be disciplined without just cause.

- D. Whenever any employee is required to appear before any supervisor, Township or any committee (or member thereof) concerning any matter, which could be disciplinary in nature, then he/she shall be given prior written notice of the reasons for such meeting(s) or interview(s) and shall be entitled to have a Representative(s) of the Union present to advise him/her and represent him/her during such meeting or interview.
- E. Any suspension of any employee pending charges shall be with pay or without pay in accordance with the Civil Service Commission Rules and Regulations.
- F. No employee shall be prevented from wearing pins or other identification of membership in the Union or its affiliates.
- G. Any criticism by a supervisor or Township Official of an employee regarding his /her performance /instructional methodology shall be made in confidence and not in the presence of co-workers, or members of the public.
- H. It is understood between the parties that all employees engaged in operating vehicles or other equipment shall be required to be in compliance with Township Rules and Regulations as well as State and Federal Laws.

Article Five
Union Rights and Privileges

- A. 1. The Township agrees to furnish or make available for inspection or copying, to the Union, all available public budgetary and financial data for the purpose of representing the membership in grievances, complaints and negotiations, upon sufficient notice.
2. The Township agrees to furnish or make available for inspection information that is neither privileged nor confidential that may be necessary for the Union to process any grievance or complaint.
3. The Township agrees to furnish or make available for inspection or copying records or documents intended to be used by or on behalf of employees in disciplinary proceedings. The Union shall make available documentation intended to be used by or on behalf of employees in disciplinary proceedings. Neither the Union, nor the employee shall have the right to view any records or documents of other employees without specific written authorization of that employee whose records are to be reviewed or which is not intended to be used in the proceedings against the employee.
- B. Whenever any representative of the Union or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss of pay.
- C. Representatives of the Union shall be permitted to transact official Union business on Township property at reasonable times, provided that this shall not interfere with or interrupt normal operations. Reasonable time is generally considered to be during morning, afternoon and meal breaks, as well as before and after the workday.
- D. The Union shall have in each building or work site the use of space on a bulletin board in lounges and dining rooms and other appropriate areas. The Union shall also be assigned adequate space on the bulletin board in the Township central office for Union notices.

- E. The Union shall have the right to use facilities when these facilities are not in use. Provided, however that the Township shall be notified in advance of the time and place of such meetings and that the Township Manager or Department Head shall issue prior written permission. The Union shall pay for any materials or supplies in connection with such use. The Union shall pay all reasonable costs of all materials and supplies incident to such use. Reasonable cost shall mean the actual cost to the Township or the fees set by Township resolution or ordinance for public use.
- F. The rights and privileges of the Union and its representatives as set forth in this Agreement shall be granted only to the Union as the exclusive representative of the employees and to no other organization.
- G. The Union majority representative or its representatives shall be granted five (5) days to attend Union business at seminars, workshops, etc.
- H. The Township will provide released time, up to the equivalent five (5) days with pay, to one (1) employee per year for the purpose of attending 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 no less than one-half days. 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 mutually convenient time, provided that the scheduling does not involve any violation of legal requirements with respect to the scheduling.
- I. Payroll Deduction of Union Dues:
1. The Township agrees to deduct the monthly Union Dues Contribution from those employees who authorize said dues deduction, in writing. The amount of the deduction shall be provided to the Township Treasurer. Any changes to the deduction amount shall be provided to the Treasurer at least thirty (30) days in advance of the change.
 2. The Township agrees, in accordance with the provisions of N.J.S.A. 34:13A-5.5, to deduct a Representation Fee in Lieu of Dues from the pay of those employees who choose not to become members of the Union. The amount of this deduction shall not exceed eighty-five percent (85%) of the regular dues contribution.

Article Six
Management Rights

The Township shall have the right to determine all matters concerning the management or administration of the Public Works Department, subject to the provisions of this Agreement.

Article Seven
Seniority

- A. Seniority is defined as an employee's length of continuous service in the Township of Willingboro beginning with the employee's most recent date of employment in the Department.
- B. If a question arises concerning the seniority of two or more employees who were hired on the same date, preference shall be given in alphabetical order, according to the employees' last names.
- C. The Township shall maintain an accurate, up-to-date seniority roster showing the seniority date, classification, and pay rate of each employee covered by this Agreement, and the Township shall furnish copies of same to the Union upon reasonable request.
- D. 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 preference.
- E. Whenever decisions are made between two or more employees regarding demotions (other than disciplinary), layoffs and recalls, the Township shall demote or layoff the employee with the least seniority first. Employees shall be re-employed in reverse order of the layoff.

Article Eight

Job Posting

- A. All vacancies or all newly created positions, except for appointments by the Township Council, will be posted on a designated bulletin board for ten (10) days. The posting shall include the classification, salary, job description, any required qualifications, the shift assignment, current scheduled days off, and the procedure to be followed by employees interested in applying for the position.
- B. The Township will post a notice within five (5) days after filling the vacancy or newly created position with the name of the individual selected.
- C. The Township encourages existing employees to seek advancement and to apply for job openings for which they are qualified. The Township reserves the right to make all employment decisions and to exercise all managerial decisions made in accordance with applicable law.

Article Nine

Work Year

- A. The work year for twelve (12) month employees shall be January 1st to December 31st. Additionally the work year shall consist of 2,080 hours (forty (40) hours per week for fifty-two (52) weeks.
- B. Any employee wishing to resign his position shall give the Township a minimum of two (2) weeks notice. All accrued benefits (vacation) owed up to the time of resignation shall be paid by the Township. In the event a member has over utilized Vacation or Sick Time this amount shall be deducted from the member's last payroll check.

Article Ten
Hours of Work

- A. The workweek for members of this Unit shall be forty (40) hours.
- B. The operating hours are generally from 6:00 a.m. to 3:00 p.m. or as needed.
- C. Lunch Periods and Breaks
 - 1. Each employee shall be entitled to a half hour lunch period.
 - 2. Employees shall also be entitled to two (2) fifteen (15) minute paid breaks during the working day with one usually scheduled in the morning and one usually scheduled in the afternoon.
- D. Overtime shall be worked in accordance with procedures established by the Department Director.
- E. All paid time off (such as vacation time, holidays and sick time) shall be considered time worked, for the purpose of computing overtime pay.
- F. The Township reserves the right to make changes in the work schedule. A two week prior notice will be required, except in cases of emergencies or snow removal.

Article Eleven
Snow Removal

- A. All hours beyond the employee's workday through midnight shall be paid at time and one-half.
- B. All hours between 12:01 a.m. and 6:00 a.m. shall be paid at two times the rate of pay.
- C. The Township shall afford each member the appropriate meals and breaks.

Article Twelve
Emergency/Call-Outs

Effective January 1, 2011 each member shall have the sum of Three Thousand Five Hundred (\$3,500) added to the members applicable annual base pay. It is understood and agreed that each member covered under this agreement will rotate being on call for after normal working hours emergencies. The member will carry a cell phone that the Township will furnish and maintain. Exceptions are snow removal operations.

Article Thirteen
Compensatory Time

- A. Compensatory time may be accumulated in accordance with the Township's Personnel Policies, provided that the Township Manager has approved the accumulation. In the event that the accrual of compensatory time is not approved, the employee will be paid for the time actually worked at the contractual rate earned.

- B. Employees who choose compensatory time may utilize it with a written request and approval by the Department Director in accordance with procedures established by the Township. Compensatory time must be taken within three (3) months of its being earned or the Township will pay the employee for the unused compensatory time at the equivalent rate of pay. Maximum amount of compensatory time earned within one (1) year shall be one hundred sixty (160) hours in accordance with Township Policy and the Fair Labor Standards Act. All time above this cap shall be paid at the equivalent rate of pay. Unused compensatory time can be carried over into a subsequent year, but paid at rate earned.

Article Fourteen
Salary and Wages

A. It is understood and agreed that all members covered under this agreement shall receive the following base salary increases;

2010	3.5%
2011	0.0%
2012	2.0%
2013	2.0%

B. If the Township settles a contract with the WPWA bargaining unit for a higher percentage salary increase, the WPWSA Local 1210 shall receive the higher percentage increase.

C. 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.

D. 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 2080 for forty (40) hour per week employees.

E. It is understood and agreed that if a member is placed in a higher position in an acting capacity, the member shall receive an annual base salary that is Three Thousand Five Hundred Dollars (\$3,500) greater than the members previous base salary, effective immediately.

- F. As of January 1, 2011 all newly hired and/or promotional appointments under this agreement shall start at an annual base salary of Sixty Four Thousand Five Hundred (\$64,500) with a two percent (2%) increment for each year after. If the new member is appointed to their position before June 30th then the member is entitled salary increases as set forth in Article 14, A. If a member is appointed after July 1st then the member must complete that calendar year before receiving an increase as set forth in Article 14, A.

Article Fifteen

Uniforms

- A. The Township will replace uniforms in case of irreparable damage not caused by the employee.
- B. All employees covered under this Agreement shall be provided with uniforms by the Township. It is understood and agreed that uniforms shall consist of five pair of pants and five pullover shirts per year.
- C. Work Shoes - The Township shall provide reimbursement to each employee for a maximum of two pairs of work shoes per year. The maximum reimbursement per pair of shoes shall be One Hundred (\$100.00) Dollars.
- D. The Township shall supply all safety clothing and personal protective equipment necessary to perform all tasks assigned.

Article Sixteen

Holidays

- A. The following days shall be recognized as holidays and employees shall receive a day off with pay:

New Year's Day

Labor Day

Martin Luther King's Birthday

Columbus Day

President's Day

Veterans' Day

Good Friday
Memorial Day
Independence Day

Thanksgiving Day
Friday after Thanksgiving
Christmas Day

- B. 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.
- C. 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.
- D. If an employee covered by this Agreement works on any of the scheduled holidays set forth above, the employee shall receive holiday pay in addition to time and one half times the employee's regular rate of pay for all hours worked on the holiday.

Article Seventeen

Vacation Leave

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

- A. Each employee covered under this Agreement shall be entitled during the first year of employment to paid vacation leave at the rate of one and one-quarter (1.25) day for each completed month of employment.
- B. Beginning with the second year of employment through and including the seventh year of employment, fifteen (15) days per year.
- C. Beginning with the eighth year of employment through and including the twelfth year of employment, eighteen (18) days per year.

- D. Beginning with the thirteenth year of employment, twenty three (23) days per year.
- E. Earned vacation leave must be used during the year in which it is earned. Vacation leave cannot be carried over into the following year, except where authorized in writing by the Township Manager for exceptional circumstances. An employee may carry over vacation, which the employee was unable to use because of the demands of the Township, with the approval of the Township Manager.
- F. An employee who resigns or retires during the course of the year is entitled to a prorated portion of earned vacation leave. In the event that more time is taken than the prorated entitlement, the excess will be deducted from the final pay.
- G. For purposes of calculating total earned vacation leave, one (1) day for a forty (40) hour per week employee shall be defined as consisting of eight (8) hours.

Article Eighteen

Sick Leave

- A. Sick leave herein is defined to mean absence from duty of an employee because of personal illness or injury, exposure to contagious disease, care for a reasonable period of time of an ill member of the employee's immediate family, or death in the employee's immediate family, for a reasonable period of time.
- B. Each employee covered under this Agreement shall be entitled to paid sick leave at the rate of one and one-quarter (1.25) days of sick leave for each month of employment.
- C. Unused sick leave may be accumulated from year to year without limitation.
- D. Sick leave benefits shall be paid for workdays absent based upon the individual employee's regular straight time hourly rate.

- E. It is acknowledged that sick leave is intended to be used only for the purposes set forth.
- F. Sick leave is not to be used for personal business or as additional vacation days.
- G. A doctor's certificate maybe required at the Township's option as a condition for payment of sick leave consistent with applicable law and as follows:
 - 1. An employee is absent in excess of ten (10) days over eight (8) consecutive months, except with respect to a period of time during which an employee is hospitalized and provided that the Township shall give the employee a warning notice after the employee has incurred eight (8) days within the eight (8) consecutive month period;
 - 2. An employee is absent for five (5) consecutive days;
 - 3. An employee is absent on the last scheduled work day before or the first scheduled workday after a holiday.
 - 4. An employee must be notified at the time the employee calls out sick that the Township will require a doctor's certificate upon the employee's return to work consistent with the above.
- H. Abuse of sick leave shall be cause for disciplinary action.
- I. In the case of sick leave due to exposure to a contagious disease, a certificate from a medical doctor shall be required which shall certify that the employee may return to work without endangering the health of co-workers.
- J. The Township may require an employee who has been absent because of personal illness, as a condition of his/her return to work, to be examined at the expense of the Township by a physician designated by the Township. The purpose of the examination shall be to establish whether the employee is capable of performing the normal duties of his/her job without jeopardizing the health of the employee or the health of other employees.

- K. Whenever the Township shall require that a physician selected by the Township provide the medical certification, the employee shall be notified by the Township of the requirement in advance and the Township shall make the necessary arrangements for examination by the designated physician.
- L. 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.
- M. For purposes of calculating total earned sick leave, a day, for a forty (40) hour per week employee shall be defined as consisting of eight (8) hours. However, when an employee takes sick leave, the actual number of hours utilized shall be deducted from the employee's earned sick leave entitlement.

Article Nineteen
Sick Leave Incentive

Any employee covered under this Agreement, who shall utilize less than four (4) days or its hourly equivalent of sick leave in any year of this Agreement, shall receive five (5) personal days or its hourly equivalent that shall vest in the member on the last day of the calendar year for which it was earned. The five (5) days may be used without advanced notice. If the member has not utilized the earned incentive leave by the end of the calendar year in which it was given, the incentive may be carried over into the next calendar year and must be used by July 1st.

Article Twenty
Accumulated Sick Leave

All members who retire from Township service covered under this Agreement shall be entitled to their accumulated sick leave as follows.

- A. Payment will be made by the Township to the member or to the estate or the designated beneficiary of a deceased member for the first fifty (50) days of accumulated sick leave; or seventy (70%) percent of the total accumulation of sick leave, whichever is greater,

provided that the total shall not exceed fifteen thousand (\$15,000.00) dollars.

- B. Retirement shall include early retirement and/or disability retirement under the applicable Rules established by the Civil Service Commission or by the Division of Pensions.
- C. Payment made under this section shall not be considered as earnings or annual compensation for pension purposes.

Article Twenty-One

Jury Duty Leave

- A. A regular full-time employee who loses time from his/her job because of jury duty, as certified by the Clerk of the Court, shall be paid by the Township provided that the employee:
 - (a) has notified the Township immediately upon receipt of a summons for jury duty;
 - (b) the employee has not voluntarily sought jury service
 - (c) the employee is not attending jury duty during vacation and/or other time off from Township employment;
 - (d) the employee submits adequate proof of the time served on the jury duty.
- B. If on any given day an employee is attending jury duty and he/she is released by the Court prior to 11:00 a.m., that employee shall be required to return to work by 12:00 noon on that day in order to receive pay for that day.

Article Twenty-Two

Military Leave

The Township agrees to provide all employees with military leave as required by Federal and/or State Laws as well as New Jersey Family and Federal Leave Provisions.

Article Twenty-Three
Leave of Absence for Death in Family

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

- A. Father, mother, grandfather, grandmother, spouse, son, daughter, brother, sister, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, significant other of the employee or a person residing with and dependent upon the employee, from the day of death up to the equivalent of one work week.
- B. Uncle, aunt, nephew, niece, cousin of the first degree, brother-in-law, sister-in-law of the employee, the day of burial.
- C. Employees who need additional time beyond that provided above may receive up to one (1) additional workweek of bereavement leave by utilizing any combination of sick leave, vacation leave, and/or compensatory time subject to the approval of the Department Head.

Article Twenty-Four
Workers' Compensation Supplemental Pay

An employee who is receiving Workers' Compensation shall continue to be paid his/her regular salary by the Township as long as the employee transmits to the Township his/her weekly temporary disability benefits. No reimbursement shall be required as a result of any permanent disability benefits received by the employee. This protection shall continue in effect only while the member is receiving Workers' Compensation temporary disability benefits or for a period of two (2) years, whichever is less.

Article Twenty-Five
Insurance

A. **Group Health Insurance**

- 1. The Township portion of the cost for members Health Insurance shall be limited to One Hundred Percent 100% of the cost of its least expensive HMO optional plan for

individual, parent and child, husband and wife, and family coverage. If an employee chooses a plan, which is more expensive, the employee will be responsible for the excess cost.

B. Group Dental Insurance

1. The Township shall pay the full cost to provide dental insurance coverage, including family coverage.

C. A bargaining unit member who retires from the Township after completing 25 years of full-time service shall be eligible to receive an annual payment for health insurance benefits including dental benefits in an amount equal to fifty (50%) of the total cost up to and including the husband and wife plan. The member will be responsible for the remaining fifty percent (50%) of the total cost of the plan. A member who elects to utilize the family plan will be responsible for the difference between that plan and the husband and wife plan.

A member may drop his or her Township coverage and obtain coverage through another health benefit plan. In this case the Township will make a direct payment to the health care plan not to exceed the above noted amount annually. If a member drops his or her Township coverage he or she may return at any time to the Township's plan. In no case shall the Township's obligation extend beyond the age at which the member becomes Medicare eligible. If the spouse becomes Medicare eligible before the member, the member must defer to single coverage.

D. The Township reserves the right to change insurance plans or carriers or to self-insure directly or through a joint insurance fund so long as substantially equivalent benefits are provided. Prior to any change in plans or carriers, the Township shall notify the President of the Union. In the event that the Union decides to grieve the matter, the grievance shall be filed directly with the Township Manager within fifteen (15) calendar days of the notification and the matter will proceed directly to expedited arbitration. Pending conclusion of the arbitration, no change of plans or carriers will be made.

- E. 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, consistent with Township policies and Chapter 2, P.L. 2010 on Local Unit Health Benefits Program. The payment will be on a calendar year basis and will be paid with the first (1st) pay in February, and will be paid to those employees who have filed a waiver of coverage with the Township's Director of Finance for the coming year. The waiver must be filed at least one (1) month in advance of the effective date of the waiver. The amount of the payment shall not exceed Five Thousand (\$5,000.00) dollars or Twenty (25%) percent (whichever is less) of the premium for the waived Hospitalization Medical/Surgical-Major Medical insurance coverage; and Sixty (\$60.00) dollars per year for a waiver of the Dental coverage. If an employee elects to rejoin the Township's group coverage, the employee shall make application to do so during the established enrollment period, and the employee shall pay to the Township the pro-rata portion of any unearned portion of the waiver payment previously paid to the employee.

Article Twenty-Six
Disciplinary Proceedings

- A. Any major disciplinary action imposed shall be in accordance with applicable statutes and regulations.
- B. Employees may be subject to minor disciplinary action for just cause. All minor disciplinary actions may be grieved and arbitrated in accordance with the terms of this Agreement, prior to the initiation of the disciplinary action.
- C. The Union shall be immediately copied with any major or minor disciplinary actions given to employees covered by this Agreement.

Article Twenty-Seven

Replacement of Lost or Damaged Personal Property

The Township agrees to compensate an employee for non-negligent damage to, or loss of, prescription lenses or a wristwatch damaged or lost in connection with the performance of duty, provided notice of the damage or loss shall be given to the immediate supervisor during or immediately following the end of the shift in which the damage or loss occurred. The liability of the Township shall be only for the actual cost thereof, provided that it shall not exceed the sum of Fifty (\$50.00) Dollars for a wristwatch or One Hundred Twenty Five (\$125.00) Dollars for prescription lenses.

Article Twenty-Eight

Educational Payments and Training

- A. It is the policy of the Township to encourage employees to engage in educational programs in order that services rendered to the Township will be more efficient and effective. Employees are encouraged to continue their formal education through participation in off-duty and non-working hours educational programs that lead to certification or a degree. The Township may reimburse employees for educational expenses incurred by such participation for job related courses with prior approval of the Township Manager, provided funds have been budgeted for such reimbursement and the courses are taken at an accredited technical school, college or university. Approvals for such reimbursement are on a first come, first approved basis. The total number of courses approved for reimbursement is limited to the amount provided in the Township's annual budget. Tuition, fees and expenses may be reimbursed in whole or in part while the employee is in a paid status with the Township.
- B. The Township recognizes the value of training and education programs for employees and will provide employees with the opportunity for job related training and education at the expense of the Township, within the limits of budgetary allocations approved by the Township Council. Any training and education program and expenditures shall be subject to review and approval by the Township Manager.

C. Effective January 1st 2011 it is understood and agreed that the Township will make the following certification payments added to the member's applicable base salaries;

Certified Public Works Manager	\$1,000.00
Certified Engineering Inspector	\$1,500.00
Certified Recycling Professional	\$1,000.00
Certified Fleet Maintenance	\$1,500.00
Licensed Building Inspector	\$1,500.00

Article Twenty-Nine

Term of Agreement

This Agreement shall be in full force and effective from January 1, 2010 through December 31, 2013, except where otherwise noted, and for the succeeding period of Twelve (12) months unless either party shall notify the other in writing ninety (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 until the negotiations have been completed and a new Agreement takes effect.

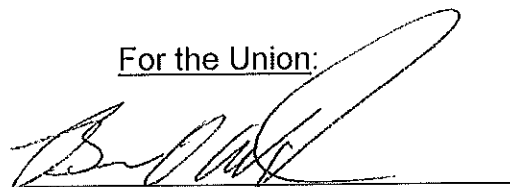
Endorsements

For the Township:

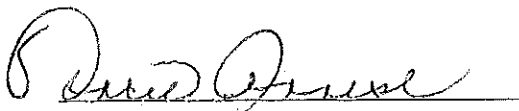


Mayor

For the Union:



President



Township Clerk

12/8/10

Date