

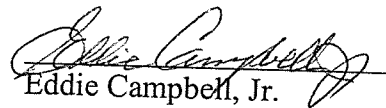
RESOLUTION NO. 2005 - 55

WHEREAS, the Willingboro Township Public Works Employees Association and the Township of Willingboro have concluded collective 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 8th day of March, 2005, that:

- A. The attached collective negotiation agreement is approved, covering the period January 1, 2004 through December 31, 2006 and for succeeding periods of 12 months unless either party shall notify the other in writing as per the Agreement.
- B. The Mayor and Clerk are hereby authorized and directed to execute the agreement on behalf of the Township, after the agreement has been formally signed by the appropriate officers of the Willingboro Township Public Works Employees Association.
- C. A copy of this resolution shall be submitted to the President of the Willingboro Township Public Works Employees Association for his information and attention.


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

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

Preface

This Agreement, is made and entered into this 8th day of March, 2005, by and between the Township of Willingboro, a body corporate and politic, hereafter referred to as the "Township"; and Willingboro Township Public Works Employees Association, hereafter referred to as the "Association"

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

Article I: Recognition

In order to promote harmonious relations between the Township and the Association, 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;

A. The Township recognizes the Association as the sole and exclusive collective negotiating representative for full-time Association Members employed by the Township and for such additional titles as the parties may later agree in writing to include. The Township shall notify the Association in writing prior to the creation of new titles, or the filling of existing positions, within the bargaining unit.

B. Unless otherwise indicated, the term "employee", when used in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as defined.

C. References to males shall include females, and references to females shall include males.

Article II Negotiation of Successor Agreement

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

B. Not later than September 2006, 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 Association 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, utilized 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 hereto 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 I of this Agreement with any organization other than the Association 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 III -Grievance Procedure

A. A "grievance" is a claim by an employee or the Association 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 Association, making the claim on behalf of the employees or group of employees or the Association on behalf of itself.

C. A "party in interest" is the person or persons making the claim and any person, including the Association 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 calendar days.

F. Level One: An employee with a grievance shall first discuss it with his/her immediate supervisor; either directly or through the Association's designated representative, with the objective of resolving the matter informally.

G. Level Two: If the aggrieved person is not satisfied with the decision required in Level One, or if no decision is rendered within seven (7) day period, an aggrieved person may verbally or in writing present the grievance to a Division Supervisor within 15 days of the meeting with the immediate supervisor of the occurrence of the event giving rise to the grievance or within 15 days of when the aggrieved person should reasonably have known of its occurrence. The Division Superintendent shall attempt to adjust the matter within seven (7) days by meeting with the aggrieved person and shall render a decision in writing, with copies to the Department Head and to the Association.

H. Level Three: If the aggrieved person is not satisfied with the decision required in Level Two, or if no decision is rendered within the seven (7) day period, the grievance shall be reduced to writing by the aggrieved person and presented to the Department Director within seven (7) days after the decision is rendered or after the expiration of the seven (7) day period, if no decision is rendered. 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 and attached thereto shall be a copy of the decision at the first level, if rendered and the second level, if rendered. The aggrieved person shall serve a copy of the written grievance upon the individual rendering a decision at the second level of this procedure and upon the Association. The Department Head, or the designated representative of the Department Head shall meet with the aggrieved person, the Association and the individual rendering the decision at the first and/or second level of this procedure. The decision of the Department Head shall be rendered, in writing, within seven (7) day after the grievance is presented to the Department Head with copies to the Township Manager and the Association.

I. Level Four: If the aggrieved person is not satisfied with the decision rendered in Level Three or if no decision is rendered within the seven (7) day period, it shall be presented to the Township Manager within seven (7) day after the decision is rendered or after the expiration of the seven (7) day period provided for in Level Three, if no decision is rendered. The written grievance shall include the information set forth in Level Three 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 Association. The Township Manager, or the designated representative of the Township Manager, shall meet with the aggrieved person and any representative of the Association designated by the Association in an attempt to adjust the matter within thirty (30) days, and shall render a decision in writing, with copies to the aggrieved person, the Department Head, and the Association

J. Level Five: In the event a grievance is not settled to the satisfaction of all parties at the conclusion of Level Four, the Association may, within seven (7) days after the decision of the Township Manager or within seven (7) days after the 30th day next following 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.A.C. 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.

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

L. Any grievant may represent himself/herself through Level Two of this procedure. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure, and no grievance shall be considered resolved without the approval of the Association.

M. 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 Association, or any other participant in the grievance procedure by reason of such participation.

N. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Township directly and the process of such grievance shall commence a Level Three.

O. All decisions rendered shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to the Association within the specified times.

P. 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 IV Employee Rights and Privileges

A. Pursuant to NJSA 34:13A-1 et seq. The Township agrees that every employee of the Township shall have the right to freely 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 their Association membership, shall have the right freely to organize, join and support the Association 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 Association or its affiliate. 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 Association 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 Department of Personnel Rules and Regulations.

F. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

G. Any criticism by a supervisor, or Township Official of an employee and his/her performance/instructional methodology shall be made in confidence and not in the presence of co-workers, or members of the public.

Article V Association Rights and Privileges

A. The Township agrees to furnish or make available for inspection or copying for a fee, to the Association, all available public budgetary and financial data for the purpose of representing the membership in grievances, complaints and negotiations.

The Township agrees to furnish or make available for inspection, information that is neither privileged nor confidential, that may be necessary for the Association to process any grievance or complaint.

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 Association shall make available documentation intended to be used by or on behalf of employees in disciplinary proceedings. Neither the Association, nor the employee shall have the right to review any record or documents of other employees without specific written authorization of the employees whose records are to be reviewed or which are not intended to be used in the proceedings against the employee.

B. Whenever any representative of the Association 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 Association shall be permitted to transact official Association 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 Association shall have in each building or work site the exclusive use of a bulletin board in lounges and dining rooms and other appropriate areas. The Association shall also be assigned adequate space on the bulletin board in the Township central office for Association notices.

E. The Association and its representatives shall have the right to use a Township building at all reasonable hours for meetings. 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.

F. The Association 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 Association shall pay for any materials or supplies in connection with such use. The Association 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

G. The Association shall have the right to use the interoffice mail system.

H. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees and to no other organizations

I. The Association's majority representative or its representatives shall be granted five (5) days to attend to Union business at seminars, workshops, etc.

Article VI - 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 VII Work Year

A. The work year for twelve (12) month employees shall be January to December 31st. Additionally the Work year shall consist of 2,080 hour (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 VIII 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 Association upon reasonable request.

D. Whenever, a decision must be made between two or more employees with respect to the scheduling of vacation time or any other matters involving issues of substantial employee advantage, the employee with the most seniority shall receive a 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 IX -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 decision making in accordance with applicable law.

Article X -Hours of Work and Overtime Pay

A. The workweek for members of this Unit shall be forty (40) hours inclusive of meals and breaks.

B. The Public Works Garage and Yard operating hours are generally from 7:00 a.m. to 3:30 p.m.

C. Lunch Periods and Breaks

1. Each employee shall be entitled to a half hour per day lunch period with pay.
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 will be paid at the rate of time and one-half the regular hourly rate for all hours worked in excess of eight (8) hours per day or forty (40) hours per week.

E. No overtime shall be worked except where authorized in advance by the Department Head or in accordance with procedures established by the Department Head. No employee shall be entitled to authorize his/her own overtime.

F. The Township shall provide to the Association, upon reasonable request, a list of employees showing overtime worked.

G. Overtime shall be paid currently, or at least no later than the second pay period after the overtime was performed in conformance with Applicable Rules as governed by FLSA.

H. All paid time off (such as vacation time, holidays and sick time) shall be considered time worked, for the purpose of computing overtime pay.

I. An employee who is called back to work after the regular workday has ended shall receive a least three (3) hours pay at the appropriate rate.

J. An employee required to work past his/her normal shift ending time shall be compensated for all time worked but shall receive a minimum of two (2) hours pay at time and one-half.

K. Changes in the work schedule shall require a two-week prior notice except in case of emergency or snow removal.

L. Snow Removal –

All hours beyond the employee's workday and 12:00 PM (midnight) shall be paid at 1 1/2 times. All hours between 12:01 AM and 6:00 AM shall be paid at two times the rate of pay.

Emergency –

All time prior to the employee's workday shall be paid at 1 1/2 times.

All hours beyond the employee's workday and 12:00 PM (midnight) shall be paid at 1 1/2 times. All time between 12:01 AM and 6:00 AM shall be paid at two times the rate of pay.

The Township shall afford each member the appropriate meal allowance and breaks or provide same through the Township at its own facilities.

M. All Sunday and Holidays work if required shall be paid at 1 1/2 times the rate of pay, except for those individuals normally scheduled to work weekends.

N. 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 XI Compensatory Time

A. Compensatory time may be accumulated in accordance with the Township's Personnel Policies, provided that the accumulation has been approved by the Department Head or his designee. 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 may choose to be credited with compensatory time in lieu of overtime pay. However employees may only accrue a maximum of 80 hours of compensatory time at any one-time. This option shall be exercised in January of each year.

C. Earned compensatory time may be utilized upon prior written request and approval of the Department Head or in accordance with procedures established by the Township. Compensatory time must be taken within six (6) months of its being earned or the Township will pay the employee for the unused compensatory time at the equivalent rate of pay that it was earned at. Maximum amount of compensatory time accrued within one year shall be 160 hours in accordance with Township Policy and the Fair Labor Standards Act. All time above this cap shall be paid at overtime rates (1 1/2). Unused compensatory time shall not be carried over into a subsequent year.

Article XII -Salary and Wages

All members of the Willingboro Township Public Works Association shall receive the following increases in their base salary:

Effective January 1, 2004 – 3.5% above the year 2003 base salary.
Effective January 1, 2005 – 3.65% above the year 2004 base salary.
Effective January 1, 2006 – 3.75% above the year 2005 base salary.

Article XIII Uniforms

All employees covered under this Agreement shall be provided with uniforms by the Township. Each full-time employee shall be provided with the following as appropriate and needed:

Long Pants	Tee Shirts
Long Sleeve Shirts	Shorts
Jackets/Coveralls	Rain Gear/Snow Gear

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 \$100.

The Township shall supply all foul weather and safety clothing necessary to perform the assignments of the Township.

Article XIV -Uniform Allowances

A. The Township will replace uniforms in case of irreparable damage.

Article XV –Training

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 Department Head. Any training and education program offered to any member of the unit shall also be made available to other members if appropriate, based on job title and duties.

Article XVI -Holidays

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	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

A. 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.

B. 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.

C. 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 1 ½ times the employee's regular rate of pay for all hours worked on the holiday.

Article XVII -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 day each full month of employment.

B. Beginning with the second year of employment through and including 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.

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 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.

G. For purposes of calculating total earned vacation leave, a day for a 40 hour per week employee shall be defined as consisting of 8 hours.

Article XVIII -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 a seriously 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 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 (132 hours). 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 one and one-quarter (1.25) sick days for each full 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 may be 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 (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 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.

All employees 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. 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 may be subject to the following action: required to provide a physician's certification of illness.

L. 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 in advance and the Township shall make the necessary arrangements for examination by the designated physician.

M. 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 is not covered by medical insurance.

N. For purposes of calculating total earned sick leave, a day for 40 hour per week Employee shall be defined as consisting of 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.

O. 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 at the option of the employee, either a cash payment of \$600.00 or personal days. If a cash payment is chosen, the payment shall be made within 60 days after the end of the calendar year for which the incentive was earned, or an additional four personal days or its hourly equivalent that shall vest in the member on the last day of scheduled work during the each year of this Agreement. If the member elects to receive days instead of the cash payment, then two of the days shall require 72 hours advance notice that the employee intends to use the days and the remaining two days may be used without the advance notice requirement. Personal days may be utilized as sick or vacation leave. Except, as set forth in this article the use of a personal day is not subject to any to other approval. If the member has not utilized the earned incentive leave at the end of the calendar year in which it was earned, the incentive may be converted to a cash payment.

Article XIX Accumulated Sick Leave

The employees who retire from Township service covered under this Agreement shall be entitled to accumulated sick leave as follows:

For members employed by the Township whose accumulated sick leave has a value of more than \$10,000 as of April 1, 1993:

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. The payment shall be made in a lump sum payment within thirty (30) days after the date of retirement.

If such a members shall, through the use of sick leave, reduce the value of the accumulated sick leave, as calculated above, to Ten Thousand (\$10,000.00) dollars or less, then the maximum paid shall not exceed Ten Thousand (\$10,000.00) dollars as provided herein.

For members employed by the Township whose accumulated sick leave has a value of less than \$10,000 as of April 1, 1993:

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 Ten (\$10,000.00) dollars The payment shall be made in a lump sum payment within thirty (30) days after the date of retirement.

B. Retirement shall include early retirement or disability retirement under the applicable Rules established by the Department of Personnel 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 XX -Jury Leave

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.

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 XXI -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 XXII -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, or daughter-in-law, brother-in-law and sister-in-law, or a person residing with and dependent upon the employee from the day of death up to the equivalent of one workweek.

B. Uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree, or significant other of the employee, the day of burial.

C. Employees who need additional time beyond that provided in above may receive up to an additional work week 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 XXIII Longevity Payments

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:

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

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 Dollars

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

Article XXIV Worker's Compensation Supplemental Pay

An employee who is receiving workers' compensation shall continue to be paid his/her regular salary by the Township so 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 XXV –Insurance

A. Group Health Insurance

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.

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 for the first year of employment. If an employee chooses expanded coverage or a plan which is more expensive, the employee will be responsible for the excess cost.

3) Effective January 1, 2002 the Township portion of the cost for members shall be limited to 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) 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.

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 for the first year of employment. If an employee chooses expanded coverage, the employee will be responsible for the excess cost.

3) Effective January 1, 2002, the Township shall pay the full cost to provide dental insurance coverage, including family coverage.

C. Effective January 1, 2003, an employee who retires from the Township after completing 25 years of full-time service with the Township shall be eligible to receive an annual payment for health insurance benefits including dental benefits in an amount not to exceed Three Thousand Five Hundred Dollars (\$3,500.00). Such employees may continue their coverage through the

Township's health benefit plans or obtain coverage through another health benefit plan. If another benefit plan is selected by the employee, the Township will make a direct payment to the health care plan not to exceed Three Thousand Five Hundred Dollars (\$3,500.00) annually. This payment shall be made up until the inclusion in Medicare.

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 Association. In the event that the Association 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. Insurance Buy-back

The Township agrees to make a payment to any employee who elects to waive their rights to certain insurance coverage provided by the Township and who provides the Township with proof of alternative insurance coverage. The payment will be on a calendar year basis and will be paid with the first [1ST] pay in January, and will be paid to those employees who have filed a waiver of coverage with the Township's Treasurer for the coming year. The waiver must be filed at least one [1] month in advance of the effective date of the waiver. The amount of the payment shall not exceed Two Thousand [\$2,000] dollars or fifty [50%] percent [whichever is less] of the premium for the waived Hospitalization Medical/ Surgical-Major Medical insurance coverage; and Sixty [\$60] dollars per year for a waiver of the Dental coverage. Effective January 1, 2005 the payment shall not exceed \$3,000 or fifty [50%] percent [whichever is less] of the premium for the waived Hospitalization Medical/ Surgical-Major Medical insurance coverage. Effective January 1, 2005, whenever fifty (50) percent or more of the Public Works Association membership elects to receive the insurance buy-back the payment amount during the affected coverage year shall not exceed \$3,500 or fifty [50%] percent [whichever is less] of the premium for the waived Hospitalization Medical/ Surgical-Major Medical insurance coverage. If an employee elects to re-join the Township's group coverage, the employee shall make application to do so during the established enrollment period, and the employee shall pay to the Township the pro-rata portion of any unearned portion of the waiver payment previously paid to the employee.

Article XXVI -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.

C. The Association shall be immediately copied with any major or minor disciplinary actions given to employees covered by this Agreement.

Article XXVII -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 Dollars (\$50.00) for a wristwatch or One Hundred Twenty Five Dollars (\$125.00) for prescription lenses.

Article XXVIII -Association Rights

A. 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 Association conventions and meetings or for the conduct of Association business. The allowed time may be divided among more than one employee in units of no less than one-half days.

B. Whenever meetings, negotiations or hearings are to be scheduled which involve the presence of Association 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.

Article XXIX Payroll Deduction of Association Dues

A. The Township agrees to deduct dues of members of the Association from the wages due to those employees in accordance with an authorization signed by each individual employee and provided to the Township Treasurer. Thereafter, any changes in the dues, fee and assessments payable by employees to the Association shall be provided, in writing, to the Township by the President of the Association, which shall set forth the amount of the dues, fees and/or assessments to be deducted. The Township shall be under no obligation with respect to any change in the amount of the dues to be deducted until the first payroll occurring fifteen (15) days after the written notification is provided to the Township Treasurer.

B. Representation Fee in Lieu of Dues: The Township agrees, in accordance with the provisions of law, to deduct from the wages due to non-member employees included within the bargaining unit, a representation fee in lieu of dues for services rendered by the Association, in an amount equivalent to eight-five percent (85%) of the regular membership dues, initiation fees and assessments charged by the Association to its own members. The Association shall provide the Township Treasurer, in writing, with the amount of the representation fee and any changes thereto.

Article XXX -Educational Payments

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.


Article XXXI -Term of Agreement

This Agreement shall be in full force and effect from January 1, 2004 through December 31, 2006, and for the succeeding period 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.

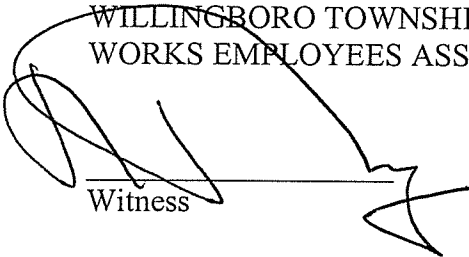
IN WITNESS WHEREOF, the Township and the Association have caused this Agreement to be executed by their proper officials.

ATTEST:
TOWNSHIP OF WILLINGBORO


Marie Annesee
Township Clerk


Eddie Campbell, Jr.
Mayor

ATTEST:
WILLINGBORO TOWNSHIP .PUBLIC
WORKS EMPLOYEES ASSOCIATION.


Witness


DONALD GEORGE
Association President

RESOLUTION NO. 2005 – 56

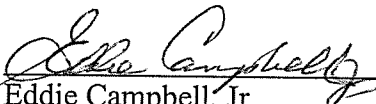
A RESOLUTION AUTHORIZING REFUNDS FOR OVER-PAYMENTS OF TAXES

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due to Overpayment, Senior Citizen Deduction and 100% Exempt; and


WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 22nd day of March, 2005, that refunds be made as per the attached schedule; and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Finance Director for her information, attention and compliance.


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilwoman Jennings	✓			
Councilman Stephenson	✓			
Deputy Mayor Ramsey	✓			
Mayor Campbell	✓			

VOGEL, HAROLD & NOBU 19 NEPTUNE LANE WILLINGBORO, N.J. 08046 BLOCK 1009 LOT 6 19 NEPTUNE LANE 100% EXEMPT	\$672.66
RICHARD & CORAZON MERREN 17 PARSON LANE WILLINGBORO, N.J. 08046 BLOCK 325 LOT 26 17 PARSON LANE 100% EXEMPT	587.64
AUDREY GARNETT 15 EAGEN LANE WILLINGBORO, N.J. 08046 BLOCK 830 LOT 5 15 EAGEN LANE SENIOR CITIZEN DEDUCTION	250.00
FINANCIAL TITLE CO. 3850 ROYAL AVENUE SIMI VALLEY, CA 93063 BLOCK 415 LOT 22 151 CLUB HOUSE DRIVE OVERPAYMENT TAXES	2606.69
CARTER, BERNARD JR & THI 9 MARBORO LANE WILLINGBORO, N.J. 08046 BLOCK 521 LOT 26 9 MARBORO LANE 100% EXEMPT	548.20
SECURITY FIRST TITLE PARTNERS OF BURLINGTON LP 2301 E. EVESHAM RD, STE. 206 VOORHEES, NEW JERSEY 08043 BLOCK 721 LOT 20 50 GRAMERCY LANE OVERPAYMENT TAXES	940.45

FIRST AMERICAN REAL ESTATE 95 METHODIST HILL DRIVE SUITE 100 ATTN: NJ TEAM ROCHESTER, NY 14623 BLOCK 1016 LOT 4 206 NORTHAMPTON DRIVE 100% EXEMPT	525.81
COUNTRYWIDE TAX SERVICE MS-SV-24 PO BOX 10211 VAN NUYS, CA 91499 BLOCK 824 LOT 20 5 EDGEWATER LANE OVERPAYMENT TAXES	262.22
KATHLEEN SOMERS 65 PENNANT LANE WILLINGBORO, N.J. 08046 BLOCK 314 LOT 25 65 PENNANT LANE OVERPAYMENT TAXES	761.04
WELLS FARGO 1 HOME CAMPUS MAC X2502-011 DES MOINES, IA 50328-0001 BLOCK 529 LOT 21 67 MELLVILLE LANE 100% EXEMPT	583.50
GOLDSTEIN & BESCHEL 25 EAST SALEM ST. SUITE 427 HACKENSACK, N.J. 07601 BLOCK 302 LOT 19 35 PENSDALE LANE OVERPAYMENT TAXES	972.13
NEW VISION TITLE AGENCY 2515 HIGHWAY 516 OLD BRIDGE, N.J. 08857 BLOCK 204 LOT 32 35 BROOKLAWN DRIVE OVERPAYMENT TAXES	917.82

LSI TAX SERVICE \$928.43
3100 NEW YORK DRIVE SUITE 100
ATTN: JENNIFER GODINEZ-CENTRAL REFUND
PASADENA, CA 91107
BLOCK 125
LOT 18
65 SEDGWICK LANE
OVERPAYMENT TAXES

WELLS FARGO
1 HOME CAMPUS MAX X2502-011
DES MOINES, IA 50328-0001
BLOCK 805
LOT 100 596.66
140 EAST RIVER DRIVE
BLOCK 334
LOT 15 380.75
137 PENNYPACKER DRIVE
OVERPAYMENT TAXES

ADVANCED TITLE AGENCY 938.27
1415 HOOPER AVENUE SUITE 305
TOMS RIVER, N.J. 08753
BLOCK 219
LOT 1
38 BARTLETT LANE
OVERPAYMENT TAXES

WELLS FARGO 1228.50
1 HOME CAMPUS MACX2502-011
DES MOINES, IA 50328-0001
BLOCK 1101
LOT 54
46 THORNHILL LANE
100% EXEMPT

FARMER'S & MECHANICS BANK 2506.41
3 SUNSET ROAD
BURLINGTON, N.J. 08016
BLOCK 3
LOT 4.02
4406 ROUTE 130
OVERPAYMENT TAXES

FIRST AMERICAN 828.53
95 METHODIST HILL DRIVE
SUITE 100 NJ TEAM
ROCHESTER, NEW YORK 14623
BLOCK 529
LOT 17
55 MELVILLE LANE
100% EXEMPT

LSI TAX SERVICE
3100 NEW YORK DRIVE SUITE 100
PASADENA, CA. 91107
BLOCK 634
LOT 4
22 HELM TURN
OVERPAYMENT TAXES

1758.38

WELLS FARGO
1 HOME CAMPUS MAC X2502-011
DES MOINES, IA 50328-0001
BLOCK 1123
LOT 19
19 TIBER LANE
OVERPAYMENT TAXES

1442.14

✓

RESOLUTION NO. 2005 - 57


**A RESOLUTION FOR THE TOWNSHIP COUNCIL
PROVIDING FOR AN EMERGENCY TEMPORARY
APPROPRIATIONS FOR 2005**

WHEREAS, Willingboro Township Council, on the 1st day of January, 2005 did adopt a temporary budget appropriation resolution as provided by Revised Statute 40A:4-19; and

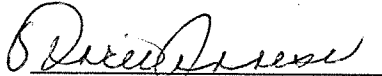
WHEREAS, under the provisions of 40A:4-20, Willingboro Township Council may, by Resolution adopted by a 2/3 vote of the full membership therefore, make an Emergency Temporary Appropriation for any purpose for which appropriations may lawfully be made for the period between the beginning of the current fiscal year and the date of the adoption of the budget for said year; and

WHEREAS, it has been determined that additional monies will be necessary and these additional monies were not contained within the temporary budget appropriation adopted on January 1, 2005;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 22nd day of March, 2005, with no less than 2/3 of the full membership present, that an Emergency Temporary Appropriation as provided by 40A:4-20 to be made as follows.


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilwoman Jennings	✓			
Councilman Stephenson	✓			
Deputy Mayor Ramsey	✓			
Mayor Campbell	✓			

TEMPORARY BUDGET 2005		
Account #	Account Name	15-Mar Amount
4-01-20-100-101-010	TOWN MANAGER SALARY & WAGES:	66,049
4-01-20-100-101-020	TOWN MANAGER OTHER EXPENSES:	4,888
4-01-20-100-102-020	Purchasing and Tech.OTHER EXPENSES:	27,250
4-01-20-100-103-020	ADVISORY COMM OTHER EXPENSES:	13,854
4-01-20-105-000-020	HUMAN RESOURCE OTHER EXPENSES:	11,325
4-01-20-110-110-010	TOWN COUNCIL SALARY & WAGES:	12,625
4-01-20-110-110-020	TOWN COUNCIL OTHER EXPENSES:	4,465
4-01-20-120-000-010	TOWNSHIP CLERK SALARY & WAGES:	35,369
4-01-20-120-000-020	TOWNSHIP CLERK OTHER EXPENSES:	6,925
4-01-20-130-000-010	FINANCE ADMIN SW	89,007
4-01-20-130-000-020	FINANCE ADMIN OTHER EXPENSES:	26,700
4-01-20-135-000-020	AUDIT SERVICES OTHER EXPENSES:	18,125
4-01-20-145-000-010	TAX COLLECTION SALARY & WAGES:	53,202
4-01-20-145-000-020	TAX COLLECTION OTHER EXPENSES:	3,558
4-01-20-150-000-010	TAX ASSESSMENT SALARY & WAGES:	29,493
4-01-20-150-000-020	TAX ASSESSMENT OTHER EXPENSES:	3,025
4-01-20-155-000-010	TWP ATTORNEY SALARY & WAGES:	16,430
4-01-20-155-000-020	TWP ATTORNEY OTHER EXPENSES:	70,275
4-01-20-165-000-020	ENGINEER COSTS OTHER EXPENSES:	5,000
4-01-21-180-000-010	PLANNING BOARD SALARY & WAGES:	225
4-01-21-180-000-020	PLANNING BOARD OTHER EXPENSES:	1,413
4-01-21-190-000-020	ZONING BOARD OTHER EXPENSES:	938
4-01-22-195-195-010	CONST OFFICIAL SALARY & WAGES:	43,541
4-01-22-195-195-020	CONST OFFICIAL OTHER EXPENSES:	1,575
4-01-22-195-196-010	HOUSING INSPEC SALARY & WAGES:	94,011
4-01-22-195-196-020	HOUSING INSPEC OTHER EXPENSES:	38,950
4-01-22-195-199-010	UNIFORM FIRE SW	11,784
4-01-23-210-000-001	Insurance Buyback	
4-01-23-210-001-020	LIABILITY INSURANCE	350,000
4-01-23-220-000-020	EMPLOYEE GROUP OTHER EXPENSES:	458,250
4-01-23-225-000-175	Unemployment Insurance	
4-01-25-240-240-010	ADMINISTRATION SALARY & WAGES:	59,415
4-01-25-240-240-020	ADMINISTRATION OTHER EXPENSES:	10,443
4-01-25-240-241-010	PATROL SALARY & WAGES:	993,500
4-01-25-240-241-020	PATROL OTHER EXPENSES:	7,670
4-01-25-240-243-010	SPECIAL OFFICE SALARY & WAGES:	21,625
4-01-25-240-243-020	SPECIAL OFFICE OTHER EXPENSES:	625
4-01-25-240-244-010	DETECTIVES SALARY & WAGES:	232,363
4-01-25-240-244-020	DETECTIVES OTHER EXPENSES:	4,350
4-01-25-240-245-010	CRIME PREVENT SALARY & WAGES:	28,583
4-01-25-240-245-020	CRIME PREVENT OTHER EXPENSES:	1,973
4-01-25-240-246-010	PROPERTY ID SALARY & WAGES:	10,237
4-01-25-240-246-020	PROPERTY ID OTHER EXPENSES:	110
4-01-25-240-247-010	STAFF SERVICES SALARY & WAGES:	84,816
4-01-25-240-247-020	STAFF SERVICES OTHER EXPENSES:	82,471
4-01-25-240-249-010	TRAFFIC GUARDS SALARY & WAGES:	135,216
4-01-25-240-249-020	TRAFFIC GUARDS OTHER EXPENSES:	675
4-01-25-252-000-020	EMERGENCY MGMT OTHER EXPENSE:	4,688

4-01-25-260-000-001	Emergency Squad - Contribution	11,250
4-01-25-265-000-010	FIRE DEPT SALARY & WAGES:	172,262
4-01-25-265-000-020	FIRE DEPT OTHER EXPENSES:	106,625
4-01-25-275-000-010	PROSECUTOR SALARY & WAGES:	8,191
4-01-26-290-290-010	PW ADMIN SALARY & WAGES:	21,082
4-01-26-290-290-020	PW ADMIN OTHER EXPENSES:	225
4-01-26-290-291-010	STREETS & ROAD SALARY & WAGES:	323,388
4-01-26-290-291-020	STREETS & ROAD OTHER EXPENSES:	75,013
4-01-26-290-292-010	SNOW REMOVAL SALARY & WAGES:	6,250
4-01-26-290-292-020	SNOW REMOVAL OTHER EXPENSES:	16,000
4-01-26-300-000-020	TRAFFIC SIGNAL OTHER EXPENSES:	2,600
4-01-26-305-000-010	RECYCLING SALARY & WAGES:	11,331
4-01-26-305-000-020	RECYCLING OTHER EXPENSES:	488
4-01-26-305-001-001	Garbage & Trash - Contractual	200,000
4-01-26-310-000-010	BUILDING & GRD SALARY & WAGES:	34,409
4-01-26-310-000-020	BUILDING & GRD OTHER EXPENSES:	75,563
4-01-27-330-000-010	PUBLIC HEALTH SALARY & WAGES:	18,750
4-01-27-340-000-010	ANIMAL CONTROL SALARY & WAGES:	31,366
4-01-27-340-000-020	ANIMAL CONTROL OTHER EXPENSES:	3,100
4-01-27-345-000-010	PUBLIC ASSIST SALARY & WAGES:	19,808
4-01-27-345-000-020	PUBLIC ASSIST OTHER EXPENSES:	1,450
4-01-27-350-000-010	OFF. ON AGING SALARY & WAGES:	23,280
4-01-27-350-000-020	OFF ON AGING OTHER EXPENSES:	2,908
4-01-28-370-000-010	RECR SERV&PROG SALARY & WAGES:	162,891
4-01-28-370-000-020	RECR SERV&PROG OTHER EXPENSES:	74,175
4-01-28-420-000-020	PUBLIC EVENTS OTHER EXPENSES:	21,750
4-01-29-390-000-010	LIBRARY SALARY & WAGES:	11,822
4-01-29-390-000-020	LIBRARY OTHER EXPENSES:	321,250
4-01-30-415-000-001	Accumulated Leave Compensation	
4-01-31-430-000-020	ELECTRICITY OTHER EXPENSES:	47,500
4-01-31-435-000-020	STREET LIGHT OTHER EXPENSES:	103,750
4-01-31-440-000-020	TELEPHONE OTHER EXPENSES:	32,000
4-01-31-445-000-020	WATER OTHER EXPENSES:	2,250
4-01-31-446-000-020	NATURAL GAS OTHER EXPENSES:	43,750
4-01-31-450-000-020	TELECOMMUNICAT OTHER EXPENSES:	14,250
4-01-31-460-000-020	GASOLINE OTHER EXPENSES:	27,500
4-01-32-465-000-020	LANDFILL/WASTE OTHER EXPENSES:	257,469
4-01-36-472-000-020	SOCIAL SECURIT OTHER EXPENSES:	224,524
4-01-36-475-000-020	PFRS/PERS	3,800
4-01-43-490-000-010	MUN.COURT SALARY & WAGES:	44,367
4-01-43-490-000-020	MUN.COURT OTHER EXPENSES:	4,805
4-01-43-495-000-010	PUBLIC DEFENDE SALARY & WAGES:	3,500
4-01-43-495-000-020	PUBLIC DEFENDE OTHER EXPENSES:	750
4-01-44-901-000-001	Capital Improvement Fund	
TOTAL		5,744,443

RESOLUTION NO. 2005 - 58


RESOLUTION FOR DEFERRAL OF SCHOOL TAXES

WHEREAS, regulations provide for the deferral of not more than 50% of the annual levy when school taxes are raised for a school year and have not been requisitioned by the school district; and


WHEREAS, the Division of Local Government Services requires that a resolution be adopted by a majority of the governing body in the year subsequent to the deferral, authorizing a decrease in the amount of the deferral; and

WHEREAS, it is the desire of the Township Council of the Township of Willingboro, County of Burlington to increase the amount of the local school deferred taxes by \$772.00.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 22nd day of March, 2005, that the amount of deferred local school taxes be decreased to \$10,714,206.50.


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilwoman Jennings	✓			
Councilman Stephenson	✓			
Deputy Mayor Ramsey	✓			
Mayor Campbell	✓			

RESOLUTION NO. 2004 - 43

2004

RESOLUTION FOR DEFERRAL OF SCHOOL TAXES

WHEREAS, regulations provide for the deferral of not more than 50% of the annual levy when school taxes are raised for a school year and have not been requisitioned by the school district; and

WHEREAS, the Division of Local Government Services requires that a resolution be adopted by a majority of the governing body in the year subsequent to the deferral, authorizing a decrease in the amount of the deferral; and

WHEREAS, it is the desire of the Township Council of the Township of Willingboro, County of Burlington to ^{increase}~~decrease~~ the amount of the local school deferred taxes by ~~\$1,251,616.00~~ [#] 772,00

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 17th day of March, 2004, that the amount of deferred local school taxes be decreased to \$10,713,434.50.

10,714,206.50

Eddie Campbell, Jr.
Mayor

3/17/05
Done
Need amount for 2005.
A. Books, Jr.


RESOLUTION NO. 2005 – 59

AUTHORIZING FOR AERIAL LARVAL MOSQUITO CONTROL


WHEREAS, the Board of Chosen Freeholders, Office of Mosquito Control, annually operates aircraft and applies mosquito larvicide over Willingboro Township, primarily confined to low-lying, swampy areas, wooded sites and along or around streams and other bodies of water.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 22nd day of March, 2005, that the Mayor is hereby authorized to sign the attached Authorization for Aerial Larval Mosquito Control.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be provided to the Burlington County Board of Chosen Freeholders, Office of Mosquito Control for their information and attention.


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilwoman Jennings	✓			
Councilman Stephenson	✓			
Deputy Mayor Ramsey	✓			
Mayor Campbell	✓			

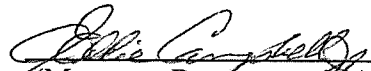
AUTHORIZATION FOR
AERIAL LARVAL MOSQUITO CONTROL

On behalf of the Willingboro Township, I hereby authorize the **Burlington County Highway Department – Division of Mosquito Control** to perform aerial applications of larvicides for mosquito control over Willingboro Township, during 2005. Areas to be treated contain larval populations of mosquitoes that are considered to be a nuisance, a health hazard or both.

It is my understanding that all insecticides and aircraft to be used are those approved for aerial application by both State and Federal governments. I also understand that larvicide applications will be made by helicopter by licensed commercial applicator(s) contracted by the Division of Mosquito Control.

Prior to performing aerial applications over Willingboro Township, the Burlington County Highway Department – Division of Mosquito Control will notify Burlington County Central Communications.

This authorization is in accordance with Federal Aviation Administration regulations and must be renewed annually.


(Mayor or Representative)

3/22/05
Date

MC-MAASL005



Board of Chosen Freeholders
Of The County of Burlington
MOUNT HOLLY, NEW JERSEY

08060



OFFICE OF:
MOSQUITO CONTROL
A DIVISION OF THE HIGHWAY DEPARTMENT
P.O. Box 6000
Mount Holly, New Jersey 08060

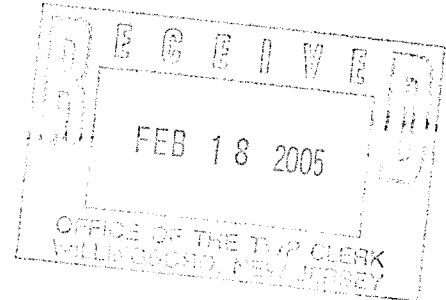
FIELD OFFICE:
755 Eayrestown Road
Lumberton, New Jersey
PHONE: (609) 265-5064
FAX: (609) 265-5561

Date: February 18, 2005

To: All Townships, Cities & Borough Mayors

From: Dominic S. Chappine, Jr., General Supervisor
Burlington County Highway Department
Division of Mosquito Control

Re: Municipal Agreement Forms/Authorization to Conduct
Aerial Larval Mosquito Control Activities



In order for the Division of Mosquito Control to operate aircraft and apply mosquito larvicide over your municipality during 2005, it will be necessary that you, or another designated representative, sign and date the enclosed authorization. This is in accordance with FAA regulations and is requested on an annual basis. Please forward a copy of any official Resolution adopted pursuant to this request.

Our aerial larviciding operation is primarily confined to low-lying, swampy areas, wooded sites, and along or around streams and other bodies of water. However, many of these areas are adjacent to or in close proximity to housing developments, shopping centers, etc. As a consequence, you may receive an occasional inquiry or complaint about low-flying aircraft during or following an aerial larvicide operation. We notify Burlington County Central Communications in advance of all planned flights.

You should also be aware that the Division contracts for its aerial spraying services. A Bell Jet Ranger 206B turbine helicopter or equivalent is specified. This is one of the most safe and reliable aircraft available for this type of service. Our 2005 contract will run from April 1st through November 18th. Generally, no flights are conducted on Sunday or holidays with the exception of public health emergencies. Operations are conducted in daylight hours only.

Regarding frequency of treatments, mosquito-breeding sites vary tremendously. Some municipalities have only a few areas we need to tend to, while others may contain up to a dozen. Aerial larvicide activities will vary accordingly. Our normal procedure is to inspect these areas on a weekly basis and larvicide one or two days later that same week, if warranted. Individual breeding sites may require several larvicide applications during the season. Weather, especially rainfall, is a key factor.

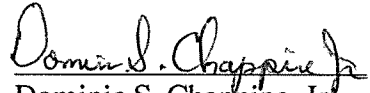
Municipal Agreement Form/2

Our aerial larviciding program is a key part of Burlington County's overall mosquito control operation. It is crucial that we be permitted to conduct this program in all municipalities, so that we can attempt to keep other mosquito populations as low as possible, and thus reduce the risk of this disease affecting the human population.

If you have any questions regarding our aerial larviciding program, or the enclosed municipal agreement form please feel free to call me at (609) 264-5064.

Thank you for your cooperation and assistance.

Sincerely,



Dominic S. Chappine, Jr.

Dominic S. Chappine, Jr.
General Supervisor, Mosquito Control

DSC: mjr

cc: Paul Wnek, Supervisor of Roads & Bridges
Frank Somes, Asst. Supt. M.E. Roads
Bcc: Dave Wyche, PIO Assist



TOWNSHIP OF WILLINGBORO

**MUNICIPAL COMPLEX ONE SALEM ROAD
WILLINGBORO, NEW JERSEY 08046
(609) 877-2200 FAX (609) 835-0782**

March 23, 2005

Mr. Dominic S. Chappine, Jr.
Office of Mosquito Control
Division of the Highway Department
P.O. Box 6000
Mt. Holly, New Jersey 08060

Dear Mr. Chappine:

Attached is a certified copy of Resolution No. 2005 – 59 which was adopted by Willingboro Township Council on March 22nd. Also attached is the signed Authorization for Aerial Larval Mosquito Control.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
Att.

5

RESOLUTION NO. 2005 - 60
A RESOLUTION PROVIDING FOR A MEETING NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12.

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and


WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:


- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.
- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 3/22, 2005, that an Executive Session closed to the public shall be held on 3/22, 2005, at 7:20 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon determination of the Township Council that the public interest will no longer be served by such confidentiality.


Eddie Campbell, Jr., Mayor

ATTEST:


Marie Annese, RMC
Township Clerk

RESOLUTION NO. 2005 - 61
A RESOLUTION TO CANCEL TAXES

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate the existence of taxes for 2003 and 2004:

Year	Block/Lot	Assessed To	Amount
2003	617 / 21	Osagie, Christopher	\$592.05
2004	617 / 21	Osagie, Christopher	\$622.95


WHEREAS, the above property was acquired by Willingboro Utility Authority during the year 2002 and;

WHEREAS, property owned by the Willingboro Utility Authority is tax exempt and;


WHEREAS, N.J.S.A. 54:4-99 and 100 allows for the governing body of a municipality to cancel taxes that are illegal assessments.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5th day of April, 2005, that the Tax Collector is hereby authorized and directed to cancel the same pursuant to R.S. 54:4-99 and 100.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Tax Collector for her information and attention and compliance.


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilwoman Jennings	✓			
Councilman Stephenson	✓			
Deputy Mayor Ramsey	✓			
Mayor Campbell	✓			

TOWNSHIP OF WILLINGBORO
ONE SALEM ROAD
WILLINGBORO, NEW JERSEY 08046

INTEROFFICE MEMORANDUM

TO: Joanne Diggs, Collector FROM: William R Tatum, Assessor *[Signature]*
COMPANY: Township of Willingboro DATE: 2/23/05
RE: Block 617 Lot 21

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:

Please be advised that the Willingboro Township MUA owns the above referenced property. The Superior Court Judgment is found in Docket 3746-01. Please cancel any taxes owned and remove from the delinquency list. *2004 [Signature]*

2003 - Lien

RESOLUTION NO. 2005 – 62

AUTHORIZING RELEASE OF PERFORMANCE BOND AND WAIVER OF MAINTENANCE BOND REQUIREMENT – LOURDES MEDICAL CENTER

WHEREAS, Willingboro Township Council, by Resolution No. 2001 – 69, dated May 22, 2001 approved the release of the Performance Bond of Lourdes Medical Center of Burlington County (Rancocas Hospital) and;

WHEREAS, the release of said Performance Bond was contingent upon the applicant posting a Maintenance Bond in the amount of 15% or \$18,412.00 to be held for two years; and

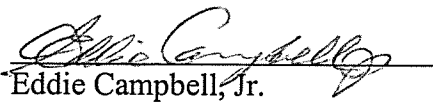
WHEREAS, the required Maintenance Bond was never posted by the applicant; and

WHEREAS, Lourdes Medical Center (Rancocas Hospital) is again requesting the release of the original Performance Bond; and


WHEREAS, it is the recommendation of Remington and Vernick, Township Engineer, that said Performance Bond be released and said Maintenance Bond requirement be waived, based on a letter dated May 8, 2001 from former Township Engineer stating the improvements were inspected and deemed acceptable as well as a cursory inspection by Remington and Vernick which noted no apparent defects.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5th day of April, 2005, that the Township Council release the Performance Bond and waive the requirement for posting the Maintenance Bond.

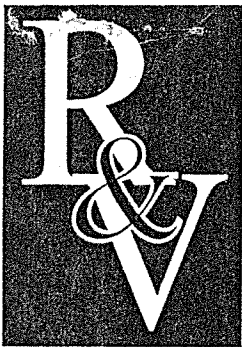
BE IT FURTHER RESOLVED, that copies of this resolution be provided to the Finance Director, the Auditor, the applicant and the Planning Board for their information and attention.


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilwoman Jennings	✓			
Councilman Stephenson	✓			
Deputy Mayor Ramsey	✓			
Mayor Campbell	✓			



Remington & Vernick Engineers
 Remington, Vernick & Vena Engineers
 Remington, Vernick & Beach Engineers
 Remington, Vernick & Arango Engineers
 Remington, Vernick & Walberg Engineers

EDWARD VERNICK, P.E., C.M.E., President
 CRAIG F. REMINGTON, P.L.S., P.P., Vice President

EXECUTIVE VICE PRESIDENTS
 Michael D. Vena, P.E., P.P., C.M.E.
 Edward J. Walberg, P.E., P.P., C.M.E.
 Thomas F. Beach, P.E., C.M.E.
 Richard G. Arango, P.E., C.M.E.

March 22, 2005

Ms. Denise Rose, Township Manager
 Township of Willingboro
 Municipal Complex
 1 Salem Road
 Willingboro, NJ 08046

**Re: Township of Willingboro
 Lourdes Medical Center of Burlington County (Rancocas Hospital)
 Performance Bond Release & Maintenance Bond Waiver**

Dear Ms. Rose:

Our office has reviewed the attached correspondence Lourdes Medical Center of Burlington County's (also known as Our Lady of Lourdes/Rancocas Hospital) insurance carrier requesting a Performance Bond release. Specifically, with regards to the hospitals building expansion and operating room renovations which occurred several years ago.

The Township Clerk's office provided our office with a copy of Township Council Resolution No.2001-69 dated May 22, 2001. The resolution indicates that a Performance Guarantee release was approved by Council contingent upon the applicant posting a Maintenance Bond in the amount of 15% or \$18,412.00 for two (2) years. However, the applicant never posted a Maintenance Bond. Our office contacted the applicant's attorney to determine why the conditions of the Resolution 2001-69 were not complied with, regarding the submission of the maintenance bond, and based on our discussions there appeared to be miscommunication between the former Township Engineer, Carl Turner, and representatives of the hospital.

Township records indicate that the Performance Bond has been posted and held for the project for approximately five (5) years. The improvements were inspected and deemed acceptable by copy of a letter dated May 8, 2001 by Carl Turner, a copy of which is attached. Additionally, representatives of our office conducted a cursory review of the site improvement made, and found no apparent defects.

Accordingly, we recommend that a Resolution be prepared for the next available Council Meeting Agenda, releasing the Performance Guarantee and waiving the Maintenance Bond contingent upon the applicant paying all outstanding bills.

OFFICE OF THE TWP CLERK
 WILLINGBORO, NEW JERSEY
 MAR 29 2005

**DIRECTOR OF OPERATIONS
 CORPORATE SECRETARY**
 Bradley A. Blubaugh, B.A., M.P.A.

SENIOR ASSOCIATES
 John J. Cantwell, P.E., P.P., C.M.E.
 Alan Dittlenhofer, P.E., P.P., C.M.E.
 Frank J. Seney, Jr., P.E., P.P., C.M.E.
 Terence Vogt, P.E., P.P., C.M.E.
 Dennis K. Yoder, P.E., P.P., C.M.E.

**Remington & Vernick
 Engineers**
 232 Kings Highway East
 Haddonfield, NJ 08033
 (856) 795-9595
 (856) 795-1882 (fax)

**Remington, Vernick
 & Vena Engineers**
 9 Allen Street
 Tom's River, NJ 08753
 (732) 286-9220
 (732) 505-8416 (fax)

3 Jocama Boulevard, Suite 2
 Old Bridge, NJ 08857
 (732) 955-8000
 (732) 591-2815 (fax)

**Remington, Vernick
 & Walberg Engineers**
 845 North Main Street
 Pleasantville, NJ 08232
 (609) 645-7110
 (609) 645-7076 (fax)

4907 New Jersey Avenue
 Wildwood City, NJ 08260
 (609) 522-5150
 (609) 522-5313 (fax)

**Remington, Vernick
 & Beach Engineers**
 922 Fayette Street
 Conshohocken, PA 19428
 (610) 940-1050
 (610) 940-1161 (fax)

University Office Plaza
 Commonwealth Building
 260 Chapman Road, Ste. 104F
 Newark, DE 19702
 (302) 266-0212
 (302) 266-6208 (fax)

**Remington, Vernick
 & Arango Engineers**
 18 East Broad Street
 Burlington City, NJ 08016
 (609) 387-7053
 (609) 387-5320 (fax)

www.rve.com

Established in 1901

Ms. Denise Rose, Township Manager
Township of Willingboro
March 22, 2005
Page 2 of 2

This recommendation is based upon the file information that was available to our office. If there are any objections to this recommendation, please contact my office as soon as possible.

If you have any questions, please feel free to call.

Sincerely,
REMINGTON & VERNICK ENGINEERS, INC.



K. Wendell Bibbs, P.E., C.M.E.
Senior Associate

KWB/SP
Enclosures

cc: Mayor & Council c/o Marie Annese, Township Clerk
Sarah Wooding, Planning Board Secretary
Michael Armstrong, Township Solicitor
Michael Brennan, Brennan & Bernardin, Hospital Counsel
Richard Arango
George LaPorte
Syreeta M. Paul
Bradley A. Blubaugh

RESOLUTION NO. 2005 - 63


**AUTHORIZING RELEASE OF PERFORMANCE BOND AND WAIVER OF
MAINTENANCE BOND AND RELEASE OF ESCROW BALANCE
US RESTAURANTS (Burger King, Levitt Pkway)**

WHEREAS, there has been a request from US Restaurants (Burger King), Planning Board applicant, regarding the release of their Performance Guarantee, waiver for Maintenance Bond and release of escrow balance; and


WHEREAS, it has been determined by the Township Engineer in accordance with his letter dated March 22, 2005 that the applicant has complied with the requirements granting site plan approval.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5th day of April, 2005, that in accordance with the attached recommendation of the Township Engineer, that the Performance Guarantee be released, the requirement for a Maintenance Guarantee be waived and any remaining escrow balance be released.

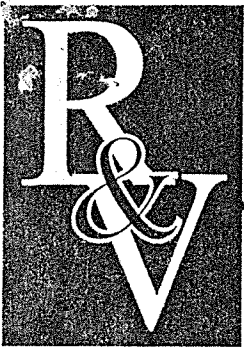
BE IT FURTHER RESOLVED, that copies of this resolution be provided to the Finance Director and to the Planning Board for their information and attention.


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilwoman Jennings	✓			
Councilman Stephenson	✓			
Deputy Mayor Ramsey	✓			
Mayor Campbell	✓			



Remington & Vernick Engineers
 Remington, Vernick & Vena Engineers
 Remington, Vernick & Beach Engineers
 Remington, Vernick & Arango Engineers
 Remington, Vernick & Walberg Engineers

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 (609) 387-5320 (fax)

www.rve.com

Established in 1901

March 22, 2005

Ms. Denise Rose, Township Manager
 Township of Willingboro
 Municipal Complex
 1 Salem Road
 Willingboro, NJ 08046

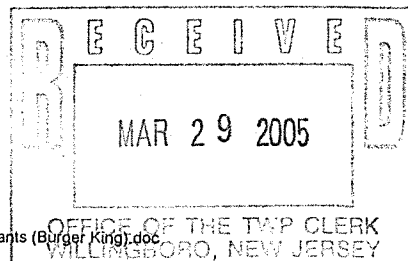
**Re: Township of Willingboro
 US Restaurants (Burger King)
 Performance Bond Release & Maintenance Bond Waiver**

Dear Ms. Rose:

Our office has reviewed the attached correspondence from US Restaurants (Burger King) insurance carrier indicating that they cannot reduce, cancel or terminate the applicant's bond without a Resolution from the Township stating such. Our office has reviewed Lord, Worrell & Richter's files regarding the project, and it appears all improvements for this site have been inspected and deemed acceptable by a copy of a letter signed and dated by Carl Turner on January 15, 2003.

However, should be noted that there was a traffic circulation concern raised by Carl Turner pertaining to the drive-thru that he requested to be addressed before releasing the Performance Bond. This issue was addressed with the installation of additional signs and in a letter addressed to Carl Turner on July 21, 2004 in which the applicant never received any response from his office. Representatives from our office performed a cursory review of the site improvement, and found the issue has been addressed by the installation of the traffic signs.

Mr. Henry White of US Restaurants, Inc. submitted a letter to our office dated December 10, 2004 requesting; a release of the Performance Bond, refund of all remaining escrow funds, and a waiver of the Maintenance Bond. Considering the restaurant opened on October of 2002 and the previous Township Engineer deemed all site work acceptable on January of 2003. We find these releases and waivers appropriate.



Township records indicate that the Performance Bond has been posted and held for the project for approximately three (3) years. Considering the above details, Our office recommends that a Resolution be prepared for the next available Township Council Meeting Agenda, releasing the Performance Guarantee, waiving the Maintenance Bond, and release of the remaining escrow balance. This recommendation is contingent upon the applicant paying all outstanding bills.

This recommendation is based upon information that was available to our office. If there are any objections to this recommendation, please contact my office as soon as possible.

If you have any questions regarding this issue, please feel free to call.

Sincerely,
REMINGTON & VERNICK ENGINEERS, INC.



K. Wendell Bibbs, P.E., C.M.E.
Senior Associate

KWB/SP/
Enclosures

cc: Mayor & Council c/o Marie Anese, Township Clerk
Sarah Wooding, Planning Board Secretary
Michael Armstrong, Township Solicitor
Richard Arango
George LaPorte
Syreeta M. Paul
Bradley A. Blubaugh

Resolution No. 2005 - 64

A Resolution Appointing a Township Clerk and Fixing the Compensation in Accordance with the Salary Ordinance of the Township of Willingboro

Whereas, the term of office of Marie Annese as Township Clerk expired on April 1, 2005; and

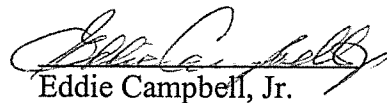
Whereas, the Township Council is required by N.J.S. 40A:9-133 to appoint a qualified person to a three year term as Township Clerk, and

Whereas, Marie Annese holds a certificate as a Registered Municipal Clerk; and has served as the Township Clerk for three years and is qualified for reappointment.


Now, Therefore, Be It Resolved, by the Township Council of the Township of Willingboro, assembled in public session this 5th day of April, 2005, that Marie Annese, RMC, be and hereby is reappointed as Township Clerk of the Township of Willingboro effective April 1, 2005 and for a term of three (3) years as provided by N.J.S. 40A:9-133, and

Be It Further Resolved that Marie Annese as Township Clerk shall be compensated in accordance with the Willingboro Township Salary Ordinance, and

Be It Further Resolved that copies of this Resolution shall be provided to Marie Annese, the Township Manager and the Chief Financial Officer for their information and attention.


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilwoman Jennings	✓			
Councilman Stephenson	✓			
Deputy Mayor Ramsey	✓			
Mayor Campbell	✓			

RESOLUTION NO. 2005 - 65
**A RESOLUTION PROVIDING FOR A MEETING NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12.**

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and

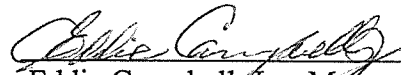
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

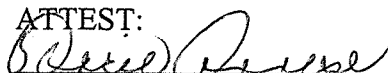
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.
- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 4/5, 2005, that an Executive Session closed to the public shall be held on 4/5, 2005, at 9:00 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon determination of the Township Council that the public interest will no longer be served by such confidentiality.


Eddie Campbell, Jr., Mayor

ATTEST:


Marie Annese, RMC
Township Clerk

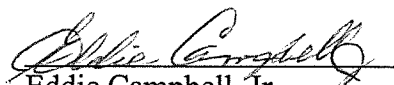
RESOLUTION NO. 2005 - 66

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO
AUTHORIZING A PROFESSIONAL SERVICE CONTRACT WITH
Kimberly Deal Phillips, Esq.**


WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-et seq.) requires that a resolution authorizing the award of a contract for professional services without competitive bids and the contract itself must be available for public inspection;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5th day of April, 2005, as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with: Kimberly Deal Phillips, Esq.. for
 - a. Legal Services as Assistant Township Solicitor/Library Board Solicitor
 - b. Contract/Agreement through December 31, 2005.
 - c. Salary in accordance with 2005 Salary Ordinance/Resolution.
2. The contract is awarded without competitive bidding as a professional service in accordance with N.J.S.A. 40A:11-5 (1)(a) of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.
3. A notice of this action shall be printed once in the Burlington County Times.


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilwoman Jennings	✓			
Councilman Stephenson	✓			
Deputy Mayor Ramsey	✓			
Mayor Campbell	✓			



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD
WILLINGBORO, NEW JERSEY 08046
(609) 877-2200 FAX (609) 835-0782

Res 2005-66

April 28, 2005

Kimberly Deal Phillips, Esq.
P. O. Box 734
Moorestown, New Jersey 08057

Dear Ms. Phillips:

Attached is a certified copy of Resolution No. 2005 – 66 adopted by Willingboro Township Council at their meeting of April 5th. Also attached are three copies of the Professional Service Contract which is to be signed.

It would be appreciated if you would return all three copies of the contract to this office. A fully executed copy will be sent out to you for your records.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

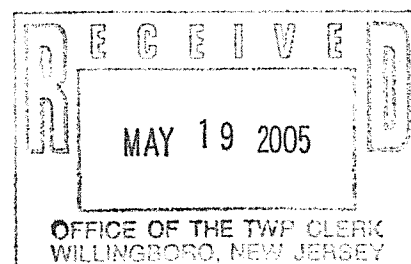
/ma
Att.

KIMBERLY DEAL PHILLIPS
ATTORNEY AT LAW
1 EVES DRIVE, SUITE 111
MARLTON, NJ 08053

PHONE: (856) 797-1171

FAX: (856) 797-1181

May 17, 2005



Ms. Marie Annese, RMC
Township Clerk
Township of Willingboro
Municipal Complex
One Salem Road
Willingboro, NJ 08046

RE: Resolution No. 2005
Contract for Professional Services Agreement

Dear Ms. Annese:

Thank you for the Contract for Professional Services Agreement received by this office recently. Enclosed are three signed copies of same.

For your records, kindly note my new address and telephone numbers as shown:

1 Eves Drive, Suite 111
Marlton, NJ 08053
856-797-1171
856-797-1181 (fax)

Please forward the fully executed contract and all future correspondence to that address. Thank you.

Very truly yours,

Kimberly Deal Phillips, Esquire

Encl.

PROFESSIONAL SERVICES AGREEMENT
Between the Township of Willingboro
and Kimberly Deal Phillips, Esq.

WHEREAS, the Township of Willingboro requires the services of an Attorney-at-Law to serve as **Assistant Township Solicitor/Library Board Solicitor**; and

WHEREAS, Ms. Phillips is an attorney at law admitted to practice in the State of New Jersey and is hereafter identified as the Attorney.

NOW, THEREFORE, IT IS AGREED by and between the Township of Willingboro and Kimberly Deal Phillips an Attorney-at-Law of the State of New Jersey as follows:

1. APPOINTMENT. Kimberly Deal Phillips is hereby appointed and retained as Assistant Township Solicitor/Library Board Solicitor.

2. TERM. The term of this appointment shall be effective through December 31, 2005 and/or until a successor is duly appointed and qualified.

3. SERVICE. During the term of this Agreement, the Attorney agrees to provide legal services to the Township of Willingboro as the Assistant Township Solicitor/Library Board Solicitor as set forth in the Revised General Ordinances of the Township of Willingboro.

4. COMPENSATION. During the term of this Agreement, the Attorney shall be compensated in accordance with the salary established in the 2005 Salary Ordinance/Resolution plus medical benefits.

5. EQUAL OPPORTUNITY.

A. In consideration of the execution of this Agreement, the Assistant Township Solicitor/Library Board Solicitor shall not discriminate against any employee or applicant for employment because of reach, religion, color, sex, marital status, or national origin. The Attorney shall comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. and all other applicable Federal and New Jersey statutes of a similar nature.

B. The attention of the Attorney is particularly drawn to the affirmative action provisions of the New Jersey Law Against Discrimination as set forth in N.J.S.A. 10:5-31 and the applicable regulations thereunder. The Attorney shall execute such additional documents as may be required of a person, partnership, or corporation doing business in the public sector within the State of New Jersey and shall comply with the rules and regulations relating thereto.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE REQUIRED IN CONTRACTS WITH A PUBLIC AGENCY IN THE STATE OF NEW JERSEY. In accordance with the requirements of P.L. 1975, C. 127, and of N.J.A.C. 17:27, during the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation . Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to employee minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance and EEO pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles, of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal Court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractor shall furnish such reports or other documents to the Div. of Contract Compliance and EEO as may be requested by the office from time to time in order to carry out the purpose of these regulations and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance and EEO for conducting compliance investigation pursuant to Subchapter 10 of the New Jersey Administrative Code (N.J.A.C. 17:27).

6. **New Jersey Law.** This Agreement shall be governed by and construed in accordance with the law of the State of New Jersey.

7. **Modification.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township and the Attorney.

8. **No Waiver.** No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

9. **Entire Agreement** This instrument contains the entire Agreement of the Parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

10. **Amendments.** The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

In Witness Whereof, this Agreement has been executed on this 5th day of April, 2005, for the purpose and the term specified herein. *This Agreement shall be made retroactive to January 1, 2005 as I have provided legal services and attended Library Board meetings since that date in good faith.*

Kimberly Deal Phillips
Kimberly Deal Phillips, Esq.

Ellie Campbell
Mayor

Daniel Jones
Clerk


RESOLUTION NO. 2005 - 67

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING A
PROFESSIONAL SERVICE CONTRACT WITH
PAULETTE BROWN, ESQ.**

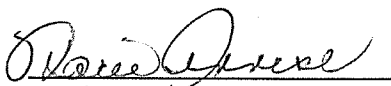
WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-et seq.) requires that a resolution authorizing the award of a contract for professional services without competitive bids and the contract itself must be available for public inspection;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 26th day of July, 2005, as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with: PAULETTE BROWN, ESQ. for
 - a. Workplace Seminars and Training for all employees over a twelve month period – not to exceed \$25,000.00, including all Library employees and Police employees
 - b. Legal services for internal employment disputes - \$650.00 each
 - c. Negotiations and participation in collective bargaining negotiations and agreements, meetings with PERC, mediations and ancillary services related to collective bargaining – annual fee of \$35,000.00, includes unresolved issues/arbitrations, negotiations, etc. carried over from 2004.
 - d. Annual Fee of \$3,200.00 to be available to Council, Manager – to respond to miscellaneous employment questions.
 - e. Completion of two harassment investigations - \$7,500.00 – final interviews and reports.
 - f. Total contract not to exceed \$75,000.00.
2. The contract is awarded without competitive bidding as a professional service in accordance with N.J.S.A. 40A:11-5 (1)(a) of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.
3. A notice of this action shall be printed once in the Burlington County Times.


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilwoman Jennings	✓			
Councilman Stephenson	✓			
Deputy Mayor Ramsey	✓			
Mayor Campbell	✓			

Certification Of Availability of Funds

This is to certify to the of the TOWNSHIP OF WILLINGBORO that funds for the following resolutions are available.

Resolution Date: 07/26/05

Resolution Number: 2005-67

Vendor: PAULETTE PAULETTE BROWN
C/O EDWARDS & ANGELL LLP
57 JOHN F KENNEDY WAY
SHORT HILLS, NJ 07078

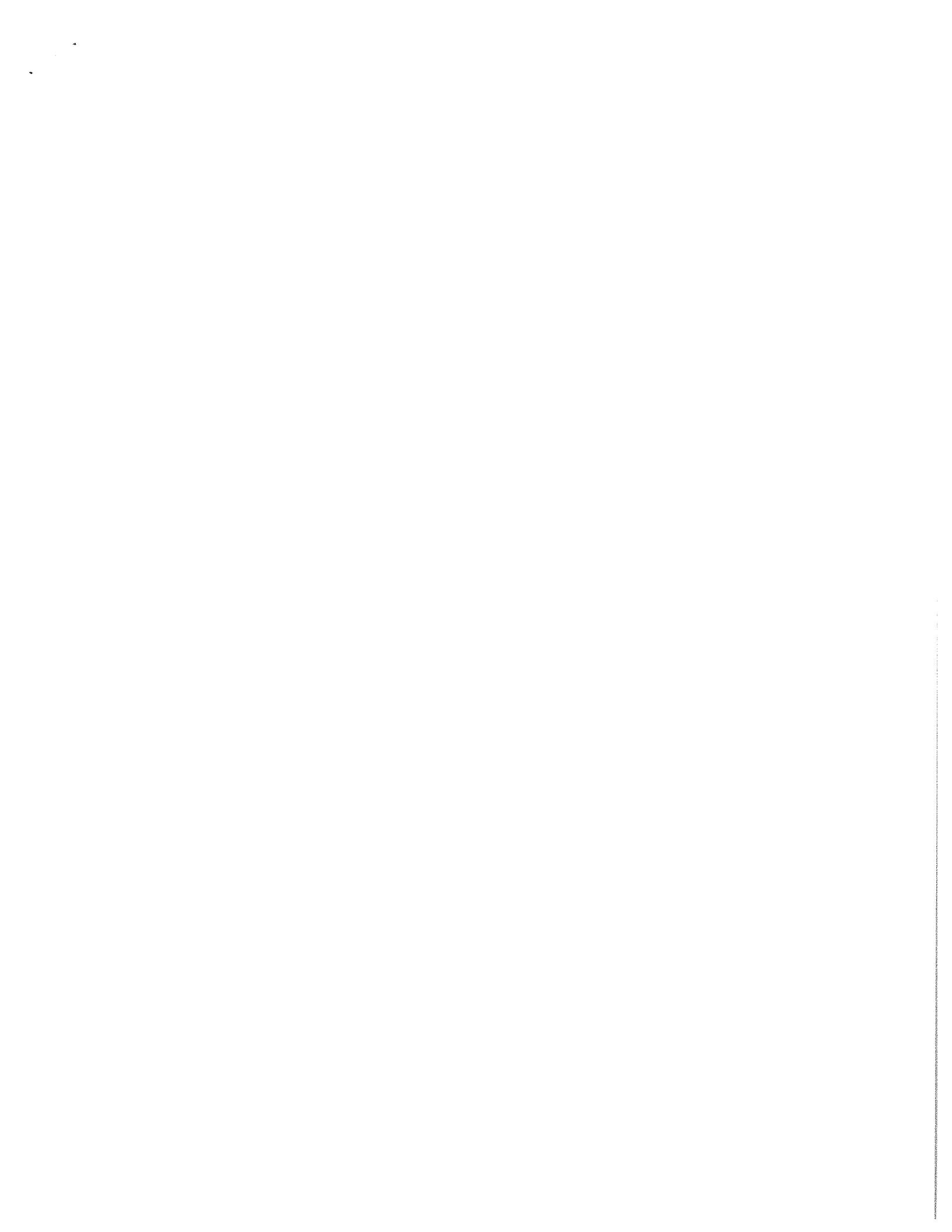
Contract: 05-00010 PAULETTE BROWN LEGAL

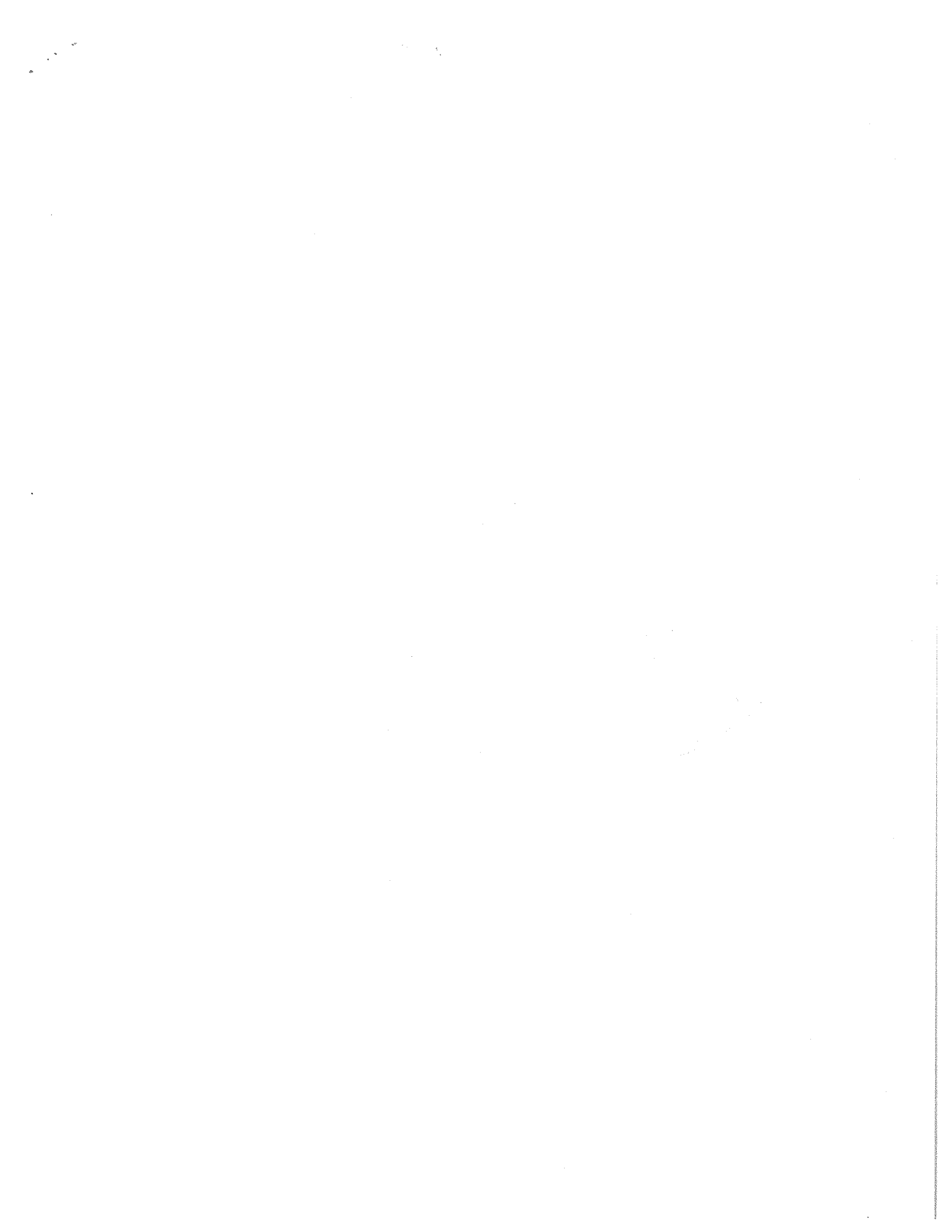
Account Number	Amount	Department
5-01-20-155-000-131	75,000.00	TOWNSHIP ATTORNEY (LEGAL DEPT)
Total	75,000.00	

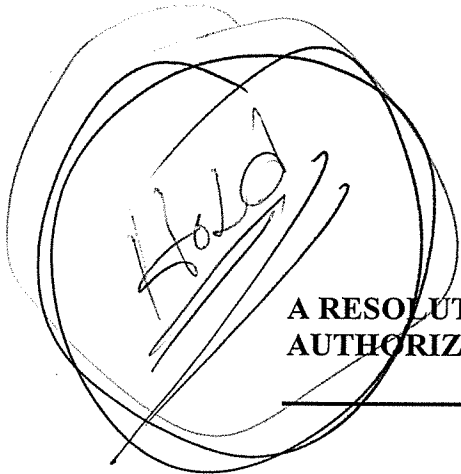
Only amounts for the 2005 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.



Chief Financial Officer







RESOLUTION NO. 2005 - 67

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO
AUTHORIZING A PROFESSIONAL SERVICE CONTRACT WITH
PAULETTE BROWN, ESQ.**

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-et seq.) requires that a resolution authorizing the award of a contract for professional services without competitive bids and the contract itself must be available for public inspection;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 12th day of April, 2005, as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with: PAULETTE BROWN, ESQ. for
 - a. Workplace Seminars and Training for all employees over a twelve month period – not to exceed \$10,000.00
 - b. Legal services for internal employment disputes - \$650.00 each
 - c. Negotiations and participation in collective bargaining negotiations and agreements – annual fee of \$12,000.00
 - d. Annual Fee of \$3,200.00 to be available to Council, Manager – to respond to miscellaneous employment questions.
 - e. Total contract not to exceed \$75,000.00.
2. The contract is awarded without competitive bidding as a professional service in accordance with N.J.S.A. 40A:11-5 (1)(a) of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.
3. A notice of this action shall be printed once in the Burlington County Times.

Eddie Campbell, Jr.
Mayor

Attest:

Marie Annese, RMC

RESOLUTION NO. 2005 – 68


**A RESOLUTION AUTHORIZING REFUNDS FOR OVER-
PAYMENTS OF TAXES**

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due to overpayments; and

WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;


NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 12th day of April, 2005, that refunds be made as per the attached schedule; and

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the Finance Director for her information, attention and compliance.



Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

TRAVIS RICHARDS 13 GARDEN ST. MT. HOLLY, N.J. 08060 BLOCK 403 LOT 28 29 WINDSOR LANE OVERPAYMENT TAXES	\$1544.17
WELLS FARGO REAL ESTATE TAX SERVICE 1 HOME CAMPUS, MAC X2502-011 DES MOINES, IA. 50328-0001 BLOCK 233 LOT 12 38 BAYBERRY LANE OVERPAYMENT TAXES	941.70
ANNIE JAMES 2 ROYAL COURT W'BORO, N.J. 08046 BLOCK 904 LOT 2 2 ROYAL COURT OVERPAYMENT TAXES	647.98
FIRST TITLE OF NJ PO BOX 5910 PARSIPPANY, N.J. 07054 BOLOCK 902 LOT 26 8 RICHMOND PLACE OVERPAYMENT TAXES	802.05
YVONNE KIEFER 129 GLENVIEW LANE W'BORO, N.J 08046 BLOCK 733 LOT 6 129 GLENVIEW LANE OVERPAYMENT TAXES	250.00
MACSTRAVIC, JAMES & ELSIN 75 EARNSHAW LANE W'BORO, N.J. 08046 BLOCK 821 LOT 50 75 EARNSHAW LANE OVERPAYMENT TAXES	576.44

RESOLUTION NO. 2005 - 69
A RESOLUTION PROVIDING FOR A MEETING NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12.

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and

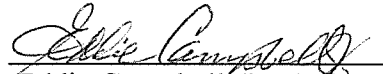
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

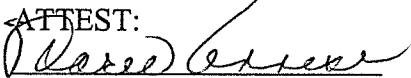
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.
- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 4/12, 2005, that an Executive Session closed to the public shall be held on 4/12, 2005, at 7:05 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon determination of the Township Council that the public interest will no longer be served by such confidentiality.


Eddie Campbell, Jr., Mayor

ATTEST:


Marie Annese, RMC
Township Clerk

RESOLUTION NO. 2005 – 70

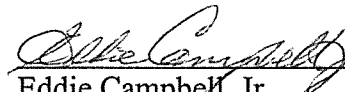
**A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO SIGN
A CONTRACT WITH THE INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS LOCAL 3091 (2004 – 2006)**

WHEREAS, the International Association of Fire Fighters and the Township of Willingboro have concluded labor negotiations; and

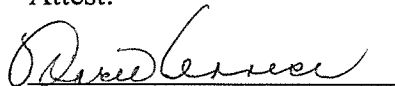
WHEREAS, it is appropriate to formally authorize the execution of the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 12th day of April, 2005, that:

- A. The attached collective negotiation agreement is approved, covering the period of January 1, 2004 through December 31, 2006.
- 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 International Association of Firefighters Local 3091.
- C. A copy of this resolution shall be submitted to the President of the International Association of Fire Fighters Local 3091 for information and attention.


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilwoman Jennings	✓			
Councilman Stephenson	✓			
Deputy Mayor Ramsey	✓			
Mayor Campbell	✓			



COLLECTIVE BARGAINING AGREEMENT

Between the

**BURLINGTON COUNTY
PROFESSIONAL FIREFIGHTER'S ASSOCIATION
IAFF Local 3091**

and the

TOWNSHIP OF WILLINGBORO

for the period

JANUARY 1, 2004 - DECEMBER 31, 2006



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PREFACE

This Agreement, is made and entered into this day of April, 2005, by and between the Township of Willingboro, a body corporate and politic, hereafter referred to as the "Township"; and Burlington County Professional Firefighters Association, IAFF Local 3091, hereafter referred to as the "Local";

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

ARTICLE I: GENERAL-PURPOSE

In order to promote harmonious relations between the Township and the Local, in the best interests of the 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.

ARTICLE II: NON-DISCRIMINATION

The Township and the Local agree that all provisions of this Agreement shall be applied equally to all employees in compliance with applicable laws against discrimination. 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" shall mean those individuals included within the bargaining unit.

ARTICLE III: RECOGNITION OF BARGAINING UNIT

The Township recognizes the Local as the sole and exclusive collective negotiating representative for full-time sworn firefighters employed by the Township and for such additional titles as the parties may later agree in writing to include. The Township shall notify the Local in writing prior to the creation of new titles, or the filling of existing positions.

ARTICLE IV: 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, and the 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 Local with a copy of any proposed rules and regulations 30 days before the implementation of the rules and regulations and to allow the Local to submit comments on the rules and regulations within the 30 day period. Notwithstanding the above, pursuant to NJSA 34:13A-5.3, proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

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 lay off employees in the event of lack of work, or fore 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 as provided by law.

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 and the 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.

ARTICLE V: EMPLOYEE RIGHTS AND RESPONSIBILITIES

5.1: An employee shall be entitled to Local representation at each and every step of a disciplinary proceeding.

5.2: An employee who is charged in a disciplinary proceeding, and the Local, shall be entitled to receive copies of any records or documents which the Township intends to use in the disciplinary proceeding against the employee. The employee and/or the Local shall also provide the Employer with copies of any records or documents intended to be used by or on behalf of the employee in the disciplinary proceeding. The exchange of the records or documents shall take place sufficiently in advance of the disciplinary hearing to allow both side the opportunity for review and further preparation, if necessary.

5.3: No employee shall be required by the Employer and/or its agents to attend any meeting which the employee reasonably believes may result in disciplinary action unless the employee is afforded the opportunity for Local representation, if requested.

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

5.5: An employee shall have the right to review his/her personnel file upon reasonable request and to receive copies of any materials in his/her file. Nothing shall be placed in an employee's personnel file without the employee's knowledge. If any negative material is to be placed in an employee's personnel file, the employee shall be afforded the opportunity to submit a written rebuttal for placement in his/her file as well.

5.6: Employees' residency shall be governed by state law.

ARTICLE VI: SENIORITY

6.1: Seniority is defined as an employee's length of continuous service in the Willingboro Fire Department, beginning with the employee's most recent date of employment in the Department.

6.2: If a question arises concerning the seniority of two or more employees who were hired on the same date, preference shall be given in alphabetical order, according to the employees' last names.

6.3: 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 Local upon reasonable request.

6.4: Whenever a decision must be made between two or more employees with respect to the scheduling of vacation time or any other matters involving issues of substantial employee advantage, the employee with the most seniority shall receive a preference.

ARTICLE VII: JOB POSTING

7.1: 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.

7.2: The Township will post a notice within five (5) days after filling the vacancy or newly-created position with the name of the individual selected.

7.3: 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.

ARTICLE VIII: HOURS OF WORK AND OVERTIME PAY

8.1: Firefighters shall work eighty-eight (88) hours within a fourteen (14) day time period. The parties shall negotiate any changes in the work hours or work schedule.

8.2: Lunch Periods and Breaks.

8.2.1: Each employee shall be entitled to a one (1) hour per day lunch period with pay.

8.2.2: 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.

8.3: Overtime will be paid at the rate of time and one-half the regular hourly rate for all hours worked in excess of eighty-eight (88) hours in a pay period.

8.4: No overtime shall be worked except where authorized in advance by the Department Head. No employee shall be entitled to authorize his/her own overtime.

8.5: The Township shall provide to the Local, upon reasonable request, a list of employees showing overtime worked.

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

8.7: All paid time off (such as vacation time, holidays and sick time) shall be considered time worked, for the purpose of computing overtime pay.

8.8: An employee who is called back to work after the regular workday has ended shall receive at least two (2) hours pay at the appropriate rate effective January 1, 2004.

8.9: An employee required to work past his/her normal shift ending time shall be compensated for all time worked but shall receive a minimum of one (1) hours pay effective January 1, 2004.

8.10: Except as set forth in Section 8.1 above which provides for permanent changes in shift configuration, work schedules shall not be modified except in case of an emergency (i.e. blizzard, natural disaster, or similar event).

ARTICLE IX: COMPENSATORY TIME

9.1: Employees may choose to be credited with compensatory time in lieu of overtime pay. The choice may be exercised, however, only at the beginning of a calendar quarter and shall be effective for the duration of that quarter or until the employee requests a change at the beginning of another calendar quarter. However employees may only accrue a maximum of forty-four (44) hours of compensatory time per quarter.

9.2: Earned compensatory time may be utilized upon prior written request and approval of the Department Head or in accordance with procedures established by the Department Head. Compensatory time must be taken within 6 months of its being earned or the Township will pay the employee for the unused compensatory time at the rate at which it was earned.

ARTICLE X: SALARY

Beginning the first pay period of 2004, the annual salary rates in effect for those employed as Firefighters by the Township of Willingboro shall be as follows:

FIREFIGHTER – 2004 (EFFECTIVE JANUARY 1, 2004) @ 3.75%										
Grade	Increment	Pro-Pay	A-1	A	B	C	D	E	F	G
17	978	41,161	43,791	46,421	49,055	51,688	54,318	56,951	59,589	62,209

FIREFIGHTER – 2004 (EFFECTIVE JULY 1, 2004) @ .25%										
Grade	Increment	Pro-Pay	A-1	A	B	C	D	E	F	G
17	978	41,264	43,900	46,537	49,178	51,817	54,453	57,093	59,738	62,365

FIREFIGHTER – 2005 (EFFECTIVE JANUARY 1, 2005) @ 4.0%										
Grade	Increment	Pro-Pay	A-1	A	B	C	D	E	F	G
17	978	42,915	45,656	48,398	51,145	53,890	56,631	59,377	62,128	64,860

FIREFIGHTER – 2006 (EFFECTIVE JANUARY 1, 2006) @ 4.0 %										
Grade	Increment	Pro-Pay	A-1	A	B	C	D	E	F	G
17	978	44,632	47,482	50,334	53,191	56,046	58,896	61,752	64,613	67,454

10.1: It is the intention of this agreement to provide an increase in all the steps for firefighters covered by this agreement of 3.75 percent effective January 1, 2004; and .25 percent effective July 1, 2004; 4.0 percent effective January 1, 2005; 4.0 percent effective January 1, 2006.

10.2: Any retroactive salary adjustments provided by this Agreement shall be paid as soon as feasible after ratification and execution of this Agreement by the parties.

10.3: It is understood and agreed that the lettered steps in the salary schedules set forth above represent annual increments. Employees shall advance one step on the salary schedule each year.

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 2288 for 44 hour per week employees.

10.5: The wages of the members of the bargaining unit shall be paid every two weeks on Thursday.

ARTICLE XI: UNIFORMS

11.1 The Township shall provide all employees with uniforms and accessories as set forth in Appendix A of this agreement. The Township shall be responsible for the cost of all uniform changes and for the replacement of all uniforms and turnout gear damaged or contaminated in-the-line-of-duty unless due to the gross negligence of the employee. Components that are damaged or worn-out during the course of employment shall be replaced on an item-for-item basis.

ARTICLE XII: UNIFORM ALLOWANCES

12.1: The Township agrees to provide all employees covered under this Agreement with the sum of fifty dollars (\$50.00) per month to represent compensation for expenses incurred by the employees for the laundering, repair and/or dry cleaning of uniforms provided to the employee by the Township effective January 1, 2004.

12.2: The Township will replace uniforms as provided above or more frequently in case of irreparable damage.

12.3: The payments established in this section shall be paid in a lump sum during the month of January of each year.

ARTICLE XIII: TRAINING

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 Department Head. Any training and education program offered to any volunteer of the fire department shall also be made available to the employees. Training required in order to maintain certifications required for employment as a Firefighter shall be provided by the Township.

ARTICLE XIV: HOLIDAYS

14.1: The following days shall be recognized as holidays (as designated by the Township): New Year's Day, Martin Luther King's Birthday, Presidents' Day, Good Friday, Columbus Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

14.2: Effective January 1, 2005 members of the Local shall receive one hundred fifty (150) hours of holiday pay annually. Payment for these holidays shall be in one (1) payment during the first pay period in December of that year.

14.3: The Holidays listed in 14.1 above shall be considered work days now. Employees shall receive straight time for all hours worked in addition to holiday pay received as per article 14.2 effective January 1st, 2005.

ARTICLE XV: VACATION LEAVE

The employees covered under this Agreement shall be entitled to paid vacation in accordance with the following schedule effective January 1, 2004.

15.1: Each employee covered under this Agreement shall be entitled during the first year of employment to paid vacation leave at the rate of eleven and one half (11.5) hours per month for each full month of employment.

15.2: Beginning with the second year of employment through and including the seventh year of employment, eleven (11) days per year (138 hours).

15.3: Beginning with the eighth year of employment through and including the twelfth year of employment, thirteen (13) days per year (163 hours).

15.4: Beginning with the thirteenth year of employment and thereafter, seventeen (17) days per year (213 hours).

15.5: 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.

15.6: 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.

15.7: For purposes of calculating total earned vacation leave, one (1) day for an eighty-eight (88) hour per work period employee shall be defined as consisting of 12.5 hours. However, when an employee takes vacation leave, the actual number of hours utilized shall be deducted from the employee's earned vacation entitlement.

ARTICLE XVI: SICK LEAVE

16.1: 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 a seriously ill member of the employee's immediate family, or death in the employee's immediate family, for a reasonable period of time.

16.2: Each employee covered under this Agreement shall be entitled to paid sick leave at the rate of eleven and one half (11.5) hours 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. (138 hours/11 days). 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 eleven and one half (11.5) sick hours for each full month of employment.

16.3: Unused sick leave may be accumulated from year to year without limitation.

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

16.5: It is acknowledged that sick leave is intended to be used only for the purposes set forth in Section 16:1 above. Sick leave is not to be used for personal business or as additional vacation days.

16.6: 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 written notice that a doctor's note will be required for absences in excess of 10 days, 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. However, the 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.

16.7: Abuse of sick leave shall be cause for disciplinary action.

16.8: 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.

16.9: 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.

16.10: 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 may be subject to the following action:

- 1st occurrenceNo Action.
- 2nd occurrenceThe employee shall be required to provide a medical certification to verify the illness and shall receive a written warning.
- 3rd occurrenceThe employee shall be required to provide a medical certification to verify the illness and shall receive a second written warning.
- 4th occurrenceThe 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 occurrenceThe 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 five (5) days.
- 6th occurrenceThe 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, up to and including termination.

16.11: 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 in advance and the Township shall make the necessary arrangements for examination by the designated physician.

16.12: 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 is not covered by medical insurance.

16.13: For purposes of calculating total earned sick leave, one (1) day for an eighty-eight (88) hour per work period employee shall be defined as consisting of 12.5 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.

16.14: Any employee covered under this Agreement, who utilizes less than four (4) days or its hourly equivalent of sick leave in a year of this Agreement, shall receive, at the option of the employee, either [1] a cash payment in the amount of five hundred (\$500.00) dollars payable within sixty (60) days after the end of the calendar year for which the incentive was earned, or [2] an additional three (3) personal days (or its hourly equivalent) which shall vest in the employee on the last day of scheduled work during each year of this Agreement. If the employee elects to receive the days instead of cash payment, then two (2) of the days shall require seventy-two (72) hours advance notice that the employee intends to use the days and the remaining day may be used without the advance notice requirement. Any employee who utilizes less than three (3) days or its hourly equivalent of sick leave shall be eligible to receive an additional personal day for a total of four (4) personal days (or its hourly equivalent). This day shall require twenty-four (24) hours advance notice that the employee intends to use the day. In addition, not more than two [2] paid firefighters shall utilize a personal day on any single shift. Except as set forth in this paragraph, the use of a personal day is not subject to any other approval.

ARTICLE XVII: ACCUMULATED SICK LEAVE

17.1: An employee who retires, or the designated beneficiary or estate of any employee who dies while actively employed by the Township, will receive payment for unused and accumulated sick leave up to a maximum of fifty (50) days of accumulated sick leave, or seventy percent (70%) of the total accumulation of sick leave, at the employee's current rate of pay, whichever is greater, provided that the total payment shall not exceed ten thousand dollars. (\$10,000.00). Payment shall be made in a lump sum within 30 days of the date of retirement or death.

17.2: Retirement shall include early retirement or disability retirement under the applicable Rules established by the Department of Personnel or by the Division of Pensions.

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

ARTICLE XVIII: MILITARY LEAVE

The Township agrees to provide all employees with military leave as required by Federal and/or State Laws.

ARTICLE XIX: JURY LEAVE

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 Board 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.

If on any given day an employee is attending jury duty and he/she is released by the Court prior to 11:00 AM, 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 XX: LEAVE OF ABSENCE FOR DEATH IN FAMILY

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

20.1: Father, mother, grandfather, grandmother, spouse, son, daughter, brother, sister, grandchild, father-in-law, mother-in-law, son-in-law, or daughter-in-law, or a person residing with and dependent upon the employee, from the day of death up to the equivalent of one work week.

20.2: Uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree, or significant other of the employee, the day of burial.

20.3: Employees who need additional time beyond that provided in Sections 20.1 and 20.2 may receive up to an additional work week 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 XXI: FAMILY LEAVE

21.1: Employees shall be entitled to the benefits of the state and federal Family and Medical Leave Acts.

ARTICLE XXII: LONGEVITY PAYMENTS

Any employee covered under this Agreement who was hired prior to November 1, 1993 and who has completed the following number of years of full-time employment with the Township will be entitled to the following additional compensation in addition to the employee's base pay, beginning with the next pay period following the date of completion of the applicable number of years of service, which shall be payable in equal bi-weekly installments:

- Completion of 8 years through 11 yearsFive Hundred Dollars (\$500.00)
- Completion of 12 years through 15 yearsOne Thousand Dollars (\$1,000.00)
- Completion of 16 years through 19 yearsOne Thousand Five Hundred Dollars (\$1,500.00)
- Completion of 20 yearsTwo Thousand Dollars (\$2,000.00)

ARTICLE XXIII: WORKER'S COMPENSATION SUPPLEMENTAL PAY

An employee who is receiving workers' compensation shall continue to be paid his/her regular salary by the Township so 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 XXIV: INSURANCE

24.1: The Township shall provide paid health insurance coverage including a prescription benefit for its employees and their dependents. The Township's responsibility for the cost for such employee health insurance shall be limited to one hundred (100%) percent of the cost of its least expensive health maintenance organization optional plan (including a prescription benefit) for individual, parent and child, husband and wife,

and family coverage (the level shall be appropriate to the employee's health care needs) effective upon the signing of this agreement. If an employee chooses a plan that is more expensive, the employee will be responsible for the additional cost.

24.2: The Township shall provide group dental plan coverage for its employees and their dependents which plan shall provide individual, parent and child, husband and wife, and family coverage, as appropriate; the cost to be borne solely by the Township effective upon the signing of this agreement. The percentage of coverage available for eligible Plan Participants shall be one hundred (100%) percent.

24.3: An employee who retires from the Township after completing 25 years full-time of service with the Township shall be eligible to receive an annual payment for health insurance benefits including dental benefits in an amount not to exceed Three Thousand Five Hundred (\$3,500.00) Dollars. Such employees may continue their coverage through the Township's health benefit plans or obtain coverage through another health benefit plan. If another benefit plan is selected by the employee, the Township will make a direct payment to the health care plan not to exceed Three Thousand Five Hundred (\$3,500.00) Dollars annually. If an employee drops his/her Township coverage, he/she may not return at any time to the Township's plan. If an employee drops health care that is subsidized by the Township, the Township's obligation shall cease. In no case shall the Township's obligation extend beyond the age when the employee becomes Medicare eligible.

24.4: 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 Local. In the event that the Local 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.

ARTICLE XXV: INSURANCE BUY-BACK

The Township agrees to make a payment to any employee who elects to waive his/her right to certain insurance coverage provided by the Township. The payment will be on an insurance year basis and will be paid within

one month of the start of the insurance year to those employees who have filed a waiver with the Township Manager for the coming year. The waiver must be filed at least one month prior to the effective date of the waiver. The employee must provide proof of equivalent insurance coverage from another plan that will be in effect for the period waived. The amount of payment shall not exceed Two Thousand (\$2,000.00) Dollars or fifty (50%) percent (which ever is less) of the premium for the waived medical insurance coverage, or \$60 for waived dental insurance. An employee who waives his/her coverage under this section shall not be eligible for re-enrollment until the next open enrollment period.

ARTICLE XXVI: DISCIPLINARY PROCEEDINGS

26.1: Any major disciplinary action imposed shall be in accordance with applicable statutes and regulations.

26.2: 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.

26.3: The Local shall be immediately copied with any major or minor disciplinary actions given to employees covered by this Agreement.

ARTICLE XXVII: GRIEVANCE PROCEDURE

27.1: A grievance, as used in this Agreement, is defined as an alleged breach, misinterpretation or misapplication of the terms of this Agreement. Matters within the sole jurisdiction of the NJ Department of Personnel, including but not limited to major discipline, layoffs, and/or the classification of an employee are not subject to the grievance procedure.

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

27.3: A day for purposes of this Article is defined as a weekday, which shall exclude Saturday, Sunday, and official Township holidays.

27.4: An aggrieved person or the Local must first verbally present the grievance to his/her immediate supervisor within fifteen (15) days of the occurrence of the event giving rise to the grievance or within fifteen (15) days of when the aggrieved person should reasonably have known of its occurrence. The immediate supervisor shall attempt to resolve the matter within seven (7) days by meeting with the aggrieved person(s) and/or the Local and shall render a decision in writing with copies to the Director and to the President of Local 3091.

27.5: If the aggrieved person or the Local is not satisfied with the decision rendered by the immediate supervisor, or if no decision is rendered within the seven (7) day period, the grievance shall be reduced to writing by the aggrieved person and presented to the Department Head within seven (7) days after the supervisor's decision was rendered, or after the expiration of the seven (7) day period if no decision was rendered. 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 and attached thereto shall be a copy of the decision at the first level, if rendered. The aggrieved persons shall serve a copy of the written grievance upon the individual rendering a decision at the first level of this procedure and upon the President of the Local. The Department Head shall meet with the aggrieved person(s), the President of the Local and the individual rendering the decision at the first level of this procedure. The decision of the Department Head shall be rendered, in writing, within seven (7) days after the grievance is presented to the Department Head, with copies to the Township Manager and the President of Local 3091.

27.6: If the aggrieved person or the Local is not satisfied with the decision rendered by the Department Head, or if no decision is rendered within the seven (7) day period, the written grievance shall be presented to the Township Manager within seven (7) days after the decision was rendered by the Department Head or after the expiration of the seven (7) day period provided for in Section 27.5, if no decision is rendered. The written grievance shall include the information set forth in Section 27.5 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 the Local. The Township Manager, or the designated representative of the Township Manager, shall meet with the aggrieved person(s) and any representation of the Local designated by the Local in

an effort to resolve the matter within thirty (30) days, and shall render a decision in writing, with copies to the aggrieved person, the Department Head, and the President of Local 3091.

27.7: In the event the grievance is still not resolved to the satisfaction of the Local, the Local may, within seven (7) days after the decision of the Township Manager, or within seven (7) days after the thirtieth (30th) day next following 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 selected pursuant to the rules and regulations of the NJ Public Employment Relations Commission. 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.

27.8: If a grievance is not appealed within the time limits set forth above, the grievance shall be deemed to have been resolved.

ARTICLE XXVIII: 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 fifty (\$150.00) dollars for prescription lenses.

ARTICLE XXIX: LOCAL VISITATION & BUSINESS

29.1: A properly designated representative of Burlington County Professional Firefighter's Association, Local 3091, when arriving on the Township's premises, shall first report his/her presence to the Township Manager or the Deputy Township Manager. The Local Representative shall be provided with a reasonable time for the

visitation, provided that such does not interfere with the operations of the Township or unreasonably impair that ability of the Township employees to complete their job assignments on a timely basis.

29.2: Official Union representatives shall be given leave of absence from duty with pay to attend State and national conventions of the IAFF as set forth in Article 40A:14-177 of the New Jersey Statutes. Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention, provided that such leave shall be for no more than seven (7) days. A certificate of attendance to a convention shall, upon request be submitted by the representative so attending.

29.3: Whenever meetings, negotiations or hearings are to be scheduled which involve the presence of Local 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 with respect to the scheduling.

29.4: Members of the Willingboro Fire Department elected to the position of Shop Steward or an Executive Board level position shall be allowed to conduct Union business while on duty so long as those duties do not interfere with the normal operations of the department. With that, members elected to the position of Shop Steward or an Executive Board level position will also be allowed to attend monthly business meetings of the Burlington County Professional Fire Fighters Association while on duty, provided that their attendance does not affect minimum staffing levels in the fire station. It is also understood that Shop Steward or an Executive board member can only attend one (1) meeting per month and the employee will remain responsible for all of his/her regular duty assignments.

ARTICLE XXX: PAYROLL DEDUCTION OF LOCAL DUES

30.1: The Township agrees to deduct dues of members of the Local from the wages due to those employees in accordance with an authorization signed by each individual employee and provided to the Township Treasurer. Thereafter, any changes in the dues, fee and assessments payable by employees to the Local shall be provided, in writing, to the Township by the President of the Local which shall set forth the amount of the dues, fees and/or assessments to be deducted. The Township shall be under no obligation with respect to any change in the

amount of the dues to be deducted until the first payroll occurring fifteen (15) days after the written notification is provided to the Township Treasurer.

30.2: Representation Fee in Lieu of Dues: The Township agrees, in accordance with the provisions of law, to deduct from the wages due to non-member employees included within the bargaining unit, a representation fee in lieu of dues for services rendered by the Local, in an amount equivalent to eighty-five (85%) percent of the regular membership dues, initiation fees and assessments charged by the Local to its own members. The Local shall provide the Township Treasurer, in writing, with the amount of the representation fee and any changes thereto.

ARTICLE XXXI: EDUCATIONAL PAYMENTS

31.1: 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.


ARTICLE XXXIII: TERM OF AGREEMENT

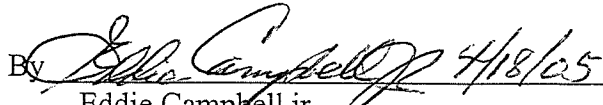
This Agreement shall be in full force and effect from January 1, 2004 through December 31, 2006, and for succeeding periods of twelve (12) months unless either party shall notify the other in writing 90 days prior to the expiration of this Agreement of its desire to negotiate a new contract.

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

ATTEST:


TOWNSHIP OF WILLINGBORO

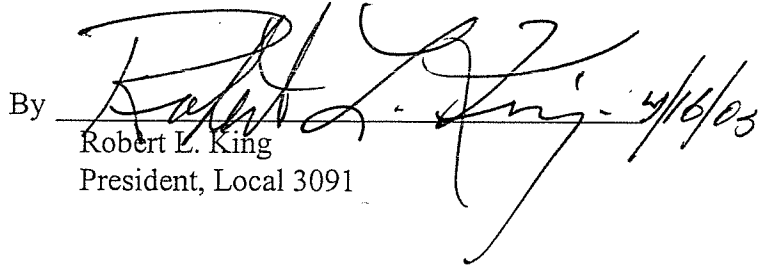
 4/18/05
Marie Annese
Township Clerk

By  4/18/05
Eddie Campbell jr.
Mayor

ATTEST:

BURLINGTON COUNTY PROFESSIONAL
FIREFIGHTERS ASSOCIATION, IAFF Local 3091

 4/16/05
Marc Friddell
Shop Steward, Willingboro Firefighters

By  4/16/05
Robert L. King
President, Local 3091

APPENDIX A: UNIFORM ALLOWANCE

- (5) – Long sleeve Nomex uniform shirts (Using current replacement schedule)
- (5) – Short sleeve Nomex uniform shirts (Using current replacement schedule)
- (5) – Nomex uniform pants (Using current replacement schedule)
- (2) – Job shirts
- (5) – T- shirts
- (1) – Badge
- (1) – Winter coat
- (1) – Flash light (upon request)
- (1) – Duty belt (upon request)
- (1) – Pair Boots (safety uniform shoe)
- (1) – Belt
- (1) - Complete Class A uniform
- (1) – Complete set of NFPA approved Turn-Out Gear
- (3) – Polo Staff Shirts