

A G R E E M E N T

B E T W E E N

T O W N S H I P O F W E S T W I N D S O R

and

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January 1, 2009 through December 31, 2010

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## RECOGNITION

The following titles are included in the bargaining unit:

### Unit A

- Superintendent of Public Works
- Manager of Parks and Recreation
- Construction Code Official
- Manager of Senior and Social Services
- Court Administrator
- Township Engineer
- Maintenance Manager
- Tax Collector
- Manager of Land Use
- Manager of Environmental Health Services
- Manager of Emergency Services

### Unit B

- Assistant Manager of Recreation
- Technical Assistant to the Construction Official (TACO)
- Building Sub-Code Official
- Plumbing Sub-Code Official
- Electrical Sub-Code Official
- Assistant Superintendent of Public Works
- Public Works Office Manager
- Assistant Manager of Senior and Social Services
- Principal Assistant Assessor
- Technical Assistant to the Land Use Manager
- Assistant Manager of Engineering
- Fire Sub-Code Official
- Assistant Township Engineer

## PREAMBLE

This Agreement, entered into this 8<sup>th</sup> day of June, 2009, by and between WEST WINDSOR TOWNSHIP, in the County of Mercer, hereinafter called the "Township" or the "Employer," and AFSCME, WEST WINDSOR SUPERVISORY EMPLOYEES LOCAL 3242, a duly appointed representative, hereinafter called the "Union," represents the complete and final understanding on all bargainable issues between the Employer and the Union.

ARTICLE I  
MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States, including, but without limiting the generality of the following rights:

1. The executive management and administrative control of the Township, its properties, facilities and activities of its employees during normal hours of work.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine reasonable work schedules and shifts, as well as duties, 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.

3. To make such reasonable rules and regulations as it may, from time-to-time, deem best for the purposes of maintaining order, safety and/or the effective operation of the Township. Copies of such rules and regulations shall be provided to the Union at least two (2) weeks in advance of implementation.

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

5. To suspend, demote or take any other appropriate disciplinary actions against any employee for good and just cause according to law.

6. The Employer reserves the right to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Departments involved.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, and practices in the furtherance

therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms hereof in conformance with the Constitutions and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to restrict or deny the Township its powers, rights, authority, duties and responsibilities under national, state, county or local laws or ordinances.

D. All of the terms and conditions of employment, not specifically set forth herein and not specifically covered by existing statutes, are hereby reserved by the Township as its management rights.

ARTICLE II  
MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting on its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Employer. The Union agrees that such action would constitute a material breach of the Agreement.

B. In the event of a strike, slow-down, walk-out or job action, it is agreed that participation in any or all such activity by any Union member shall entitle the Employer to take appropriate disciplinary action.

C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the Employer and that the Union will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by Union members.



ARTICLE III  
GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed to limit the right of any employee with a grievance to discuss the matter informally with any appropriate member of the Department. Nothing contained herein shall prohibit the parties from raising a timeliness argument under this Article.

C. With regard to employee, the term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or violation of this Agreement. With regard to the Employer, the term "grievance" as used herein means a complaint or controversy of the negotiable terms and conditions of this Agreement.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The Union shall institute written action under the provisions hereof within five (5) working days after the event giving rise to the grievance has occurred or the grievant knew or reasonably should have known and an earnest effort shall be made to settle the differences between the aggrieved employee and the Department Head for the purpose of resolving the matter informally. Failure to act in writing within the five (5) working days shall constitute an abandonment of the grievance. The written grievance at this step shall contain the relevant facts and a summary of any preceding oral discussion, the applicable section of this contract violated, and the remedy requested by the grievant. The immediate supervisor or his designated representative will answer the grievance in writing within five (5) working days of receipt of the written grievance.

Step Two: If the Union wishes to appeal the decision of the Department Head, such appeal shall be presented in writing to the Business Administrator within five (5) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Business Administrator shall respond, in writing, to the grievance within thirty (30) calendar days of the submission.

Step Three: Arbitration shall be the sole method to resolve a grievance concerning the interpretation, application or violation of any provisions of this agreement, amendment, or supplement. If the arbitrable grievance is not settled through Steps I or II, either party may proceed to arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission under the provision of Chapter 123, Laws of 1974. A request for arbitration shall be made no later than twenty (20) working days following the determination of the Business Administrator. Failure to act within twenty (20) working days shall be deemed to constitute an abandonment of the grievance unless the aggrieved party and the Business Administrator shall mutually agree upon a longer period of time within which to assert such a demand.

A. An arbitration hearing shall not be scheduled sooner than thirty (30) days after the final decision of the Business Administrator.

B. The decision of the arbitrator shall be final and binding on all parties.

C. The costs for the services of the arbitrator shall be borne equally between the Township and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

D. The parties will direct the arbitrator to decide, as a preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute.

E. The arbitrator shall be bound by the provisions of the Agreement and Constitution and laws of the State of New Jersey and be restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add to, modify, or detract from in any way the provisions of this Agreement or any amendment or supplement thereof.

F. Only one (1) issue at a time may be submitted to a single arbitrator.

G. Upon prior notice and authorization of the Department Head, the designated Union representative shall be permitted, as a member of the Grievance Committee, to confer with employees and the Employer on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided that the conduct of the business does not diminish the effectiveness of the Employer or require the recall of off-duty employees.

H. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for proceeding with the grievance at any step in the grievance procedure.

ARTICLE IV  
SALARIES AND LONGEVITY

A. Salary

Effective January 1, 2009 – 3.00%

Effective January 1, 2010 – 3.00%

There will be no retroactivity for those who leave Township employment except for those who retire within the meaning of PERS.

B. Range and Re-classification

The following range and/or re-classification adjustments will be made effective January 1, 2006:

Assistant Superintendent of Public Works – Change from Job Class B to Job Class C

Superintendent of Public Works – Change from Job Class C to Job Class D

Supervisor of Administrative Services – Change from Job Class A to Job Class B and change title to Technical Assistant to the Construction Official (TACO)

Manager of Environmental Health Services – Change from Job Class C to Job Class D

Tax Collector – Change from Job Class D to Job Class E

C. Salary Adjustment

Upon recommendation by a Department Head and approval of the Business Administrator, a non- promotional salary increase may be granted based on performance or other reasonable basis as determined by the Business Administrator and subject to funding availability through the annual budget approval process.

D. Longevity

1. Employees hired prior to July 27, 1997 as well as the present Manager of Parks & Recreation will receive the following longevity program:

- a. Each full-time regular employee shall be entitled to longevity based on his/her continuous service with the Township. Approved leaves of absence without pay in excess of 30 days except military leave, maternity/paternity leave and major illness leave shall be deducted from the employee's total continuous service for purposes of determining longevity payments.
  1. Upon completion of five (5) years of continuous and uninterrupted full-time service, but fewer than ten (10) years of continuous and uninterrupted service. \$1,011
  2. Upon completion of ten (10) years of continuous and uninterrupted full-time service, but fewer than fifteen (15) years of continuous and uninterrupted service. \$1,516
  3. Upon completion of fifteen (15) years of continuous and uninterrupted full-time service, but fewer than twenty (20) years of continuous and uninterrupted full-time service. \$2,021
  4. Upon completion of twenty (20) years of continuous and uninterrupted full-time service but fewer than twenty-five (25) years of continuous and uninterrupted full-time service. \$2,526
  5. Upon completion of twenty-five (25) years of continuous and uninterrupted full-time service. \$3,032
- b. Eligibility for longevity payments is calculated from the date the employee begins his/her regular employment. Part-time employees who become full-time will receive longevity payments calculated on their seniority.
- c. Longevity shall be added to the employee's base rate for purposes of overtime compensation and pension and shall, therefore, be included in the employee's regular paychecks. However, salary increases will not be calculated on top of the longevity figure.

## ARTICLE V

### OVERTIME

A. Overtime shall be paid for all work performed in excess of the scheduled workweek at the rate of one and one-half (1-1/2) times the computed hourly rate for all employees except Division Heads. Hours of work shall be as defined under the Fair Labor Standards Act. Full-time employees shall not be paid overtime until said employees shall have worked the hours specified above.

1. Overtime shall only be paid for time worked. The time between the end of the workday and the start of the overtime assignment will not be considered time worked.

2. For those currently receiving overtime as specified in Paragraph "A" time and one-half will be paid for work on weekends instead of double time when implemented for other blue and white-collar employees. If a blue collar employee works sixteen (16) consecutive hours prior to their regular shift, the employee will go to double time during said shift. If in the judgement of the employee and supervisor, the employee is asked to discontinue overtime for the purpose of rest, the employee will be paid regular time for all or part of the regular shift that cannot be worked. However, if an employee fails to return to work after said time off then the employee shall be liable for the time off.

B. Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance in writing by the Business Administrator or designated representative. The reasons for granting overtime shall be noted on the time sheet and certified by the Department Head.

C. Overtime shall be computed and payment made on the following basis:

1. Fifteen (15) minutes or less - No pay.
2. Sixteen (16) through thirty (30) minutes - half (1/2) hour pay.
3. Thirty-one (31) through sixty (60) minutes - one (1) hour pay.
4. Sign in sheets shall be used to determine actual time worked.

D. Working hours and daily schedules of employees will be arranged to fit Township needs. There is no guarantee of overtime hours. Employees will be required to work overtime and during non-scheduled periods when the necessities of the Township demand such work. In administering the requirement to work overtime, the Township will make a reasonable effort to excuse employees who have personal commitments. This will not reduce the employee's obligation to work overtime when assigned.

E. Compensatory time in the form of hours away from duty may be provided for eligible personnel who work overtime. The Department Head will authorize in advance all overtime to be worked and the use of compensatory time in lieu of overtime payment, for employees within the department who are eligible for compensatory time. Compensatory time for hours worked shall be approved at the appropriate hourly rate for every hour worked and must be taken within two (2) weeks of being earned unless otherwise approved in writing by the department head.

F. Call-In time, for those eligible for overtime, excluding those in A. 1. a. and b. above shall be defined as unscheduled time worked after an employee has been released from their regularly scheduled workday that does not tie into a succeeding workday. Full-time employees who are called in to work by their supervisor and/or designee shall be guaranteed a minimum of four (4) hours pay at the appropriate overtime rate. When a call in occurs prior to the regular work shift but not more than four (4) hours prior to that regular work shift, the following shall apply:

- (a) Employees who are called in up to two hours prior to their normal work shift, shall be paid at the rate of double time for the actual time worked.
- (b) Employees who are called in to work in excess of two hours prior to the beginning of their regularly scheduled work day shall be guaranteed a four (4) hour minimum at the appropriate overtime rate.

G. Division Heads, as part of their job responsibilities, may need to work additional hours over and above their standard work week. Division Heads may work alternate hours as approved by their Department Head to accommodate attending required meeting and after normal work hour events.



ARTICLE VI  
VACATIONS

A. Each regular employee shall be entitled to vacation leave based on his/her years of continuous or negotiated service. Approved leaves of absence without pay in excess of 30 days, except Military Leave, Maternity/Paternity Leave and Major Illness Leave and Family Leave shall be deducted from the employee's total continuous service for purposes of determining the earned service credit for vacation leave. Vacations with pay shall be granted to employees as follows:

During the first calendar year*	½ day per month
Beginning one year through five years	13 working days
Beginning six years through eight years	16 working days
Beginning nine years through fourteen years	18 working days
Beginning fifteen through twenty-one years	21 working days
Beginning Twenty-two years	22 working days
Beginning Twenty-three years	23 working days
Beginning Twenty-four years	24 working days
Beginning Twenty-five years and over	25 working days

\*Employees are not permitted to take vacation the first 6 months of employment

B. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately proceeding the employee's vacation period.

C. An employee's vacation entitlement is allocated administered and accounted for on a calendar year basis. He/she may be permitted to take his/her vacation based on the new entitlement at any time during the calendar year regardless of anniversary date.

D. If an employee should terminate employment he/she shall be entitled to pro-rated time. If the employee exceeds the pro-rated share, he/she shall reimburse the Township. Said payment shall be deducted from the employee's final pay. Should sufficient funds not be available, the employee shall reimburse the Township for the difference to make up for the use of unearned

days. If an employee terminates his/her employment prior to using his/her vacation entitlement, he/she shall be paid for vacation earned but not used.

E. Employees shall not carry over more than ten (10) accumulated vacation days into the next calendar year.

F. Vacation leave shall be prorated after the 40<sup>th</sup> day of Major Illness leave. An employee on unpaid leave shall have vacation leave for the year pro-rated for the duration of the leave. An Employee on paid Workers Compensation or Major Illness Leave may be permitted to carry over more than ten (10) accumulated vacation days while on approved leave.

G. If an official holiday, recognized by the Township, occurs during an employee's vacation, he/she shall be entitled to an additional day off in lieu of the holiday.

H. Scheduling of vacation must be approved by the appropriate supervisor with consideration given to work load and scheduling requirements. Five (5) days notice is required to take vacation leave, except in case of emergency.

I. If, at any time, vacation leave is denied, a written explanation shall be given to the affected employee within three (3) days of receipt of the employee's vacation request, unless there is an emergency. The granting of vacation leave will not be unreasonably withheld.

J. Part-time employees must work at least twenty (20) hours per week to be eligible for prorated vacation leave.

## ARTICLE VII

### SICK LEAVE

#### A. Policy

Sick leave shall be granted to employees when they are unable to perform their work by reason of personal illness, accident, or exposure to contagious disease. Of the sick-leave days granted by the Township, up to three (3) days may be used for family illness (that is illness in the immediate family (spouse, child, parent, or parent-in-law) when the employee's assistance is directly required) and up to two (2) days may be used for medical appointments unless otherwise approved by the Business Administrator.

1. The Township may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

#### B. Amount of Leave

Each full-time and part-time employee who is eligible for sick leave shall receive twelve (12) days per calendar year earned on a monthly basis. No sick leave shall be taken during the first three (3) months of employment. Part-time employees must work at least twenty (20) hours per week to be eligible for prorated sick time.

#### C. Reporting

1. Employees shall notify their Department Head or designee as early as possible, but not later than one (1) hour prior to the start of the shift.

2. The employee reporting sick leave shall notify the supervisor of:

- a. the nature of the illness;
- b. the telephone numbers where the employee may be contacted during sick leave;
- c. the expected duration of sick leave, if known.

3. The Department Head or designee shall record this information on the appropriate sick leave form.

4. Failure to notify the Department Head or designee may be cause for denial of the use of sick leave for the absence and constitutes cause for disciplinary action.

D. General

1. Habitual absenteeism may be cause for discipline up to and including discharge.

2. During protracted periods of illness or disability of an employee, the Administrator may require interim reports on the condition of the patient from the attending physician and/or a Township medical physician.

3. The Administrator reserves the right, in such cases where there is a difference of professional opinion between the Township physician and personal physician, to require the employee to submit to an examination by a third doctor to be paid by Township.

4. When under medical care, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

a. No employee shall be allowed to work who endangers the health and well being of other employees and, if the employee's condition warrants, the employee may be directed to the Township physician for an opinion as to fitness for duty.

b. Sick leave with pay shall not be allowed under the following conditions:

i. When in the opinion of the Township medical physician, the employee is ill or disabled because of self-imposed causes or actions (i.e. drugs or alcohol)

ii. When the employee does not report to the Township physician, as directed.

5. An employee who engages in outside employment while on sick leave without the permission of the Department Head shall be subject to disciplinary action up to and including discharge.

6. Whenever the Township is paying for medical reports pursuant to this Article, the employee agrees to submit to his/her insurance company for reimbursement, partial or total, and such monies shall be turned over to the Township.

E. Sick Leave Confinement Restriction

1. If an employee is absent for reasons that entitle the employee to sick leave or the employee is on Workers' Compensation leave because of an injury sustained during his employment, the employee shall remain at his place of confinement during the period in which he is scheduled for work on the day(s) in question, with the following exceptions:

- a. To report for medical attention to a doctor's office or hospital.
- b. To engage in the exercise of his right to vote or to attend religious services.
- c. If an emergency necessitates his absence.
- d. A visit to the pharmacy.
- e. A supervisor may visit an employee on sick leave or Workers'

Compensation leave at his residence or place of confinement. Such visits shall be recorded on the sick leave form.

f. A supervisor may telephone the employee who has reported on sick leave or who is on Workers' Compensation leave at his place of confinement during the scheduled workday(s).

F. Sick Leave Incentive Plan

An employee who has in excess of five (5) days unused annual sick time, may elect to sell the excess days back to the Township at fifty percent (50%) of the value of the days or accumulate the time on the books.

G.. Retirement

With twenty-five (25) years of service in the PERS system of which twenty (20) years service must be with the Township, employees will be reimbursed up to fifty percent (50%) of the value of their sick time up to a maximum of six (6) months time. Employees hired after January 1, 2002 will be capped at a maximum of \$10,000.

H. 1. Major Illness Leave shall be provided to regular full-time employees who have worked for the Township for more than three (3) years and have accumulated at least forty (40) benefit days. This Major Illness Leave is for a non-work related major illness or injury occurring to the employee. The leave shall be available for a period of up to one (1) year in certain circumstances, shall provide for full pay to the employee, and assure that his/her job or a similar position shall be available upon his/her return. The employee is eligible to continue this provision unpaid for an additional one (1) year.

2. If an employee sustains major illness/injury while working for any other employer, he or she shall not be eligible for this leave.

3. In the event the employee does not have enough accumulated sick leave to cover the forty (40) work days to qualify for major illness/injury provision, he may use vacation and/or personal days to qualify (if he or she has unused benefit days in these categories). If the employee does not have accumulated sick, vacation, personal days or compensatory time to cover the forty (40) days, he/she will not be paid for the uncovered days until the forty (40) days are completed.

4. The Township shall continue to provide all medical benefits in effect throughout the major illness/injury leave.

5. If an employee fails to return to work after major illness/injury leave for any reason other than the specified illness/injury, or should the employee fail to return to work after being certified by the Township physician of being capable of performing his/her regular duties or other suitable duties for which the employee was physically qualified; i.e., light duty, he/she shall reimburse the Township for the cost of benefits and any other associated costs such as the Township

physician costs, etc. The employee shall be eligible for termination at the discretion of the Township.

6. Long-term disability options may also be available to employees of the Township under the pension plan where the employee meets the stated qualifications.

7. The Department Director shall notify the Business Administrator as soon as possible when an employee has a major injury/illness.

8. The employee shall submit, to his/her Supervisor or Department Director, a certificate of diagnosis from his/her physician, stating diagnosis, the required medical treatment, and the anticipated date of return to work.

9. The Township reserves the right to require a certificate from the Township physician confirming the nature and treatment of the illness or injury which prevents the employee from performing his normal duties or other duties for which the employee is physically qualified. All costs for the Township physician shall be borne by the Township.

10. The Business Administrator shall relay the above information to the Payroll/Benefits Office indicating that disability status has been approved specifying the date the disability is effective. The employee is responsible for the first forty (40) working days (to be covered by benefit days) prior to the paid disability leave.

11. The Township may also require an employee who has been absent due to a major illness/injury, as a condition of his/her return to duty, to be examined, at the expense of the Township, by a physician designated by the Business Administrator.

12. When the employee returns to work, the Supervisor shall advise the Payroll/Benefits office of the date of the employee's return.

I. Sick leave shall be prorated after the 40<sup>th</sup> day of Major Illness Leave.

J. Employees may not engage in outside employment or volunteer activities during normal working hours without the written approval of the Department Head while on sick leave.

ARTICLE VIII  
BEREAVEMENT LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event shall said leave exceed five (5) consecutive calendar days. In the case of death of current spouse and/or child, such leave shall not exceed fifteen (15) consecutive calendar days at the discretion of Business Administrator. Additionally, the employee shall be granted one day leave which can be used in 1/2 day increments to be used within nine (9) months of the death to attend to personal business with written documentation of such necessity.

B. The "immediate family" shall include only spouse, child, step-child, grandparent, brother, sister, parents, step-parents, current father-in-law or current mother-in-law or other relative residing in an employee's household.

C. In the case of the death of an employee's aunt, uncle, cousin, nephew, niece, brother-in-law, or sister-in-law, the employee shall be granted leave for the day of the funeral only.

D. In the case of the death of two (2) relatives, as set forth in Paragraph "A" above, within forty-eight (48) hours of each other, the employee shall be entitled to a maximum of six (6) days leave between the date of the first death and the date of the second burial.

E. In the case of the death of a relative or in-law as set forth in Paragraph "B" or "C" above, who resides outside of the State of New Jersey, an employee may be granted up to three (3) additional days leave subject to the Township's approval.

F. Reasonable verification of the event may be required by the Township.



ARTICLE IX  
INSURANCE AND RETIREMENT

A. The Employer has the right to change insurance carriers or institute a self-insurance program so long as a similar level of benefits is provided.

B. The Employer agrees to provide medical insurance benefits provided in 2002.

C. For all new full-time employees, health benefits are available the first of the month after thirty (30) days of employment pursuant to Horizon Blue Cross Blue Shield of New Jersey. The Township shall provide to each employee covered by the bargaining unit, as outlined in "G" below, the following coverage:

1. Hospital/Medical – Surgical/Major Medical (PACE).

-or-

2. Preferred Provider Organization (PPO)

-or-

3. Horizon HMO, a Health Maintenance Organization (HMO)

The Township will provide new employees as of January 1, 1997 benefits through the HMO or PPO at the Township's discretion.

All current employees will have the option to continue or switch plans. However, they may switch from PACE to PPO or HMO and back only once in accordance with Horizon Blue Cross Blue Shield of New Jersey regulations.

The Township shall notify the Union in a timely manner if a current insurance carrier is to be replaced by a new carrier. The new Carrier must provide coverage that is substantially equal to or better than the coverage that was provided by the replaced carrier. The Township shall be liable for lost benefits to any employee if a change or cancellation of health insurance coverage results in reduction of benefits.

D. Prescription Drug Plan.

The Township shall provide to each employee covered by the bargaining unit, the following prescription drug plan coverage.

The Township shall provide a \$10.00 generic/\$15.00 brand name prescription drug co-pay plan. This plan shall provide coverage for the cost of drugs and contraceptives which, according to federal law, may be dispensed only upon prescription written by a physician, dentist or other professional who is licensed to write prescriptions.

E. Dental Plan.

The Township shall provide to each employee covered by the bargaining unit, the following dental coverage.

-Preventive and Diagnostic	100%
-Remaining Basic-Inlays, crowns, periodontics, oral surgery	70/30%
-Prosthodontics Benefits (\$1,000 maximum/patient/year)	50/50%
-Orthodontic (including Adult)	\$1,250 maximum/case

F. Prescription Eye Program:

The Township will reimburse each employee for eye examinations and/or corrective lenses purchased for him/herself and or his/her immediate family. Such reimbursements shall be made up to a maximum of four hundred fifty dollars (\$450.00) per year. Bills or notice must be submitted to the Township for reimbursement within thirty (30) days of the end of the calendar year in which they were incurred.

G. All Full-Time Employees

Employees hired prior to January 1, 1991, benefits shall be paid in full by the Township for the employee and his/her legal dependents. Employees hired prior to January

1, 1991 and then transferred to a part-time position at a later date have the option to continue to have paid benefits.

Employees hired January 1, 1991 or thereafter:

The Township shall provide Health and Prescription coverage only for the employee effective the first of the month after thirty (30) days of employment. Additional coverage for family members is optional and at the expense of the employee. After completion of one year of employment, the Township shall extend health, prescription, and dental coverage to the employee and family. If the anniversary is 90 days or more after a January or July open enrollment date, coverage will begin on the next open enrollment period. At the completion of the fourth year, the employees as defined in this section of the agreement shall receive the vision care as provided in Section F.

H. Regular Part-Time Employees:

Employees hired prior to January 1, 1991: The Township shall pay for the benefits as the employee is currently enrolled. Employees hired January 1, 1991 or thereafter: The employee shall not be covered in the Township's health benefits plan.

I. Health Coverage Opt-Out

Employees may opt out of the Township health coverage if the employee or employee's spouse has other health coverage. In lieu of receiving this coverage, employees will receive \$3,000 (if eligible for family plan) and \$1,500 (if eligible for single or parent/child plan) payable the first paycheck in December each year prorated for the number of months the employee is not covered under the Township health plan. If the employee's substitute coverage lapses (i.e. retirement, termination) the Township agrees to cover the employee at its own expense until the employee can rejoin the Township plan.

J. Retirement

A. Employees with twenty-five (25) years of service in the Public Employees' Retirement System, and twenty (20) years of eligibility for health insurance benefits with West Windsor Township, shall be provided paid medical, dental, prescription drug and prescription eye benefits for the employee and spouse.

K.     Liability Insurance

The Township shall provide employees with liability insurance related to actions brought against the employee in the course of their duties.

## ARTICLE X

### HOLIDAYS

A.	<u>Number of Holiday</u>	<u>2009</u>	<u>2010</u>
	New Year's Day	1-Jan	1-Jan
	Martin Luther King	19-Jan	18-Jan
	President's Day	16-Feb	15-Feb
	Good Friday	10-Apr	2-Apr
	Memorial Day	25-May	31-May
	Independence Day	3-Jul	5-Jul
	Labor Day	7-Sep	6-Sep
	Columbus Day	12-Oct	11-Oct
	Veteran's Day	11-Nov	11-Nov
	Thanksgiving Day	26-Nov	25-Nov
	Day after Thanksgiving Day	27-Nov	26-Nov
	In lieu of Christmas Day	-----	-----
	Day before Christmas	24-Dec	24-Dec
	Christmas Day	25-Dec	-----
	Day after Christmas Day	-----	27-Dec
	TOTAL	13	13

B. Any employee who is on an unpaid leave of absence (i.e., injury leave, Workers' Compensation) shall not be eligible for paid holidays, which fall during the employee's leave of absence.

C. Whenever a holiday falls during the time an employee is on paid sick leave, the day shall not be considered as sick leave. If a holiday should fall within an employee's vacation period, that employee shall not be charged for a vacation.

D. In order to qualify for holiday pay, employees must work their scheduled workday immediately preceding the holiday and the scheduled workday immediately following the holiday.

E. Part-time employees must work at least twenty (20) hours per week to be eligible for prorated holidays.

## ARTICLE XI

### FAMILY MEDICAL LEAVE

A. Pursuant to the Family and Medical Leave Act of 1993 (the “FMLA”), employees who have worked for the Township for at least twelve (12) months and have worked at least 1,250 hours over the previous 12 months, are eligible for unpaid, job-protected leave of up to twelve (12) weeks in a 12-month period for family and medical reasons. An unpaid leave may be taken for the following purposes:

1. The birth of an employee’s child and the care of the child. This provision is applicable to both mothers and fathers;
2. The placement of a child with the employee for adoption or foster care;
3. The care of the employee’s spouse, child or parent, who has a serious health condition;
4. A serious health condition that renders the employee unable to perform his or her job.

B. Under the FMLA, a child includes biological, adopted, and foster child, step-child, legal ward or a “child” of a person acting in the capacity of a parent. The term “parent” includes biological parents, as well as a person that acted in the capacity of a parent toward the employee. Siblings and in-laws are not covered by the Act.

C. A “serious health condition” means a mental or physical illness, injury or impairment which involves inpatient care at a medical care facility or continuing treatment by a health care provider. Additionally, an employee’s serious health condition means the employee is unable to perform the functions of his or her job.

D. It is not required that the leave be taken all at one time. Intermittent leave or reduced leave (less than the 12 weeks) can be taken if the employee or a covered relation has a serious health condition, provided intermittent or reduced leave is medically necessary. In addition, an employee with more than one qualifying event within a 12 month period is not entitled to a separate 12 week period of leave for each event.

E. The employee shall submit a written form entitled Application for Family Medical Leave to the Business Administrator. The Application for Family Medical Leave form provides the Township with, among other things, notice that leave will be taken, the amount of leave to be taken and the reason for the leave. In addition, if the leave involves an illness, the employee shall be required to submit a written form entitled Certification of Health Care Provider to the Business Administrator. The Certification of Health Care Provider form must be completed by a health care provider and shall include, among other things:

1. The date on which the serious health condition commenced;
2. The probable duration of the condition;
3. The appropriate medical facts within the knowledge of the health care provider regarding the condition;
4. Where applicable, a statement that the employee is needed to care for a covered relation and the amount of time needed to care for the person.

Intermittent or reduced leave medical certifications shall state:

1. The dates on which treatment is expected to be given and the duration of such treatment;
2. A statement of the medical necessity for the intermittent or reduced leave schedule, and the expected duration.

3. Where applicable, a statement that an intermittent or reduced leave schedule is necessary to care for a covered relation or will assist in the recovery and the expected duration and schedule of the leave.

F. The Township may require subsequent recertification on a reasonable basis. Failure to provide any certification is grounds for denial of the leave. If the Township has doubt as to the validity of the certification provided, the Township may require, at its expense, that the employee obtain a second opinion differs from the first, a third mutually agreeable health care provider shall be selected, whose opinion shall be binding.

G. The Application for Family Medical Leave form and the Certification of Health Care Provider form is available in the Office of the Business Administrator.

H. If the leave is foreseeable, the employee shall be required to provide at least 30 days notice prior to the leave beginning. If the leave needs to begin in less than 30 days, the employee must provide such notice as is practicable.

I. Employees may use accrued vacation, sick and personal leave time for leaves under the FMLA.

J. Upon return from leave, the Township will restore an employee to his or her position or to a position with equivalent pay, benefits, and other terms and conditions of employment; however, the Township cannot guarantee that an employee will be returned to his or her original job. The Township will determine whether a position is an "equivalent position."

K. Unless the Township grants an extension, an employee who fails to return to work upon the expiration of a family or medical leave will be subject to termination. Employees should direct their written request for an extension of leave to the Business Administrator as soon as they realize that they will not be able to return at the expiration of the leave.



L. Employees may also be eligible for leave under the New Jersey Family Leave Act (FLA). Employees who have worked for at least twelve months and for at least 1,000 hours during the twelve-month period immediately preceding the leave are entitled to twelve weeks of family leave in any twenty-four month period under the provisions of the New Jersey Family Leave Act. Employees may take leave because of:

1. The birth or adoption of a child; or
2. The serious health condition of a family member.

M. Any employee who wishes to apply for Family Leave must request such leave from his/her Department Head 30 days in advance of the birth or adoption of a child or 15 days in advance if caring for a seriously ill family member. This time requirement may be waived in emergency situations by the Business Administrator.

N. Leave under the Family Medical Leave Act and the New Jersey Family Leave Act will run concurrently, unless otherwise provided by law. For additional information, contact the Business Administrator.

O. Maternity Leave - For employees hired prior to January 1, 2002, after three (3) years of continuous employment with the Township, should an employee have an accumulation of vacation, sick and/or personal days, she shall be entitled to one (1) week paid leave per year of employment up to a maximum of seven (7) weeks, and this shall be matched by the Township. (Example: a total of 15 days shall entitle the employee to 6 weeks of paid maternity leave; her own accumulated 3 weeks of time and an additional 3 weeks paid by the Township). Through the entire maternity leave period (both paid and approved unpaid), the Township shall pay the employee's benefits.

Should the employee decide to leave the Township's employ prior to three (3) months after returning to work following the maternity leave period, or should the employee not return following maternity leave, the employee shall then reimburse the Township for the cost incurred by the Township for the benefits during the time the employee was on unpaid leave.

## ARTICLE XII

### OTHER/UNEXCUSED ABSENCES

Absence without notice and approval for three (3) consecutive working days in a calendar year, or failure to return when scheduled from any leave of absence shall be considered a resignation absent extenuating circumstances.

## ARTICLE XIII

### TUITION/LICENSES

A. The Township shall, subject to the conditions set forth below, reimburse full-time, regular employees for courses taken at undergraduate or graduate levels, accredited four-year colleges, accredited two-year junior colleges, extension divisions of accredited colleges, county community colleges and technical or business schools in subjects which are relevant to the employee's present position.

1. The employee must request approval from the Business Administrator, in advance of course registration. The Business Administrator and the employee's supervisor shall have the discretion to approve or disapprove for tuition reimbursement, all courses taken, based on the relevance to the employee's position and if within current budget allocations.

2. Upon completion of said course and submission of evidence of a passing grade and record of payment, the employee shall be reimbursed (75%) of the tuition, prescribed fees and books, with a cap of \$1,000 per employee each year.

3. Any employee who terminates his/her employment with the Township prior to the completion of eighteen (18) months of service to the Township after receipt of reimbursement as set forth above, shall reimburse the Township a pro-rata share of the tuition and fees paid based on the number of months of service (i.e., separates after 12 months; thereby has earned 12/18 of the reimbursement, and shall return 6/18 of the reimbursement).

4. An employee, who is dismissed for cause within the eighteen months, shall reimburse the Township one hundred percent (100%) of the reimbursement. Said reimbursement shall be deducted from his/her final pay. Should sufficient funds not be available, the employee shall then pay the necessary difference.

B. Any employee required to have training outside of the regular hours of work shall be compensated in either salary or compensatory time off in conjunction with other areas of the Contract.

C. An employee who attends an approved conference or training session away from the Municipal Building shall receive mileage reimbursement and normal meal expenses to a maximum of \$35 per day. In order to receive meal reimbursement, receipts must be submitted outlining actual costs incurred.

D. Professional license fees which are required for performance of an employee's assigned duties as determined by the Business Administrator shall be paid by the Township.

## ARTICLE XIV

### JURY DUTY AND GOOD SAMARITAN LEAVE

#### A. Jury Duty

A regular employee shall be granted necessary time off with pay when summoned to perform jury duty as prescribed by applicable law. In no event shall an employee be excused from work for more days than those required for such duty. The employee shall notify the Township immediately of the requirement for this leave and subsequently furnish evidence that he/she performed the duty for which the leave was required. The employee shall be permitted to keep all remuneration received when said employee performs jury duty. If the employee is released prior to 2:00 p.m., the employee will be required to return to work. The Township will not be obligated to pay for jury duty that is volunteered for.

#### B. Witness Duty

When a regular employee is a party to litigation in a matter unrelated to his/her capacity as an employee of the Township, he/she shall be granted time off with pay if the appearance is during the scheduled work shift. The employee shall notify the Township immediately of the requirement for this leave, and subsequently furnish evidence that he/she performed the duty for which the leave was required.

#### C. Good Samaritan

If an employee is subpoenaed to court because of a Good Samaritan action they will not be required to use personal business days. All other court subpoenas other than those work related, will require the employee to use personal/vacation days.

## ARTICLE XV

### UNIFORMS

A. The Township shall provide safety equipment as defined by State and federal laws for all employees who work in the field.

B. For full-time Public Works employees:

1. The Township shall provide each with the following: ten (10) clean shirts and ten (10) clean pants, two (2) jackets for year-round use and two (2) winter coats with hoods.
2. Further, the Township agrees to provide Public Works employees with T-shirts to be worn during the summer months (minimum of one (1) dozen per employee).
3. The Township shall provide safety shoes, as needed, the style of which shall be chosen by the Township.
4. The Township agrees to continue furnishing foul-weather gear and other related protective clothing such as raincoats, rain hats, protective shoes, boots, and winter and summer coveralls, as needed.

C. For the Manager of Emergency Services:

1. The Township shall provide the employee with station uniform, dress uniform, and structural firefighting turnout gear as listed in the Emergency Services Policies and Procedures Manual I, Section 3.
2. All personal protective clothing, including station uniforms and turnout gear, shall be supplied and maintained in accordance with NJ PEOSH.
3. When any item of the station uniform or structural firefighting turnout gear is damaged or destroyed while on duty during the performance of any work related activity, firefighting or EMS duties, or any other portion of the employee's daily routine, the Township will replace the item.

4. The Manager of Emergency Services will devise a system whereby an employee may have his station uniform or turnout gear inspected to determine whether the equipment needs to be replaced or is no longer serviceable. Any item which needs to be replaced shall be replaced by the Township.
5. The theft or loss of any item of the station uniform or structural firefighting turnout gear will be investigated by the Director of Public Safety and/or his/her designee and if found not to be due to the fault of the employee, the equipment will be replaced by the Township.
6. The Township shall provide for laundry facilities which are available to the employees for the express purpose of washing and drying their uniforms while on or off duty, in accordance with NJ PEOSH.
7. The Director of Public Safety and/or his/her designee shall determine whether or not the uniform is in need of repair or replacement.

D. Boot allowances will be given in the amounts of \$120.00 to blue collar employees.

E. For every eligible employee for whom the Township purchases uniforms (as stated in items B and C above), the Township shall annually reimburse the employee \$275.00 per year, in a bill list prior to July 15, for cleaning costs. Reimbursement will be prorated during the first calendar year of employment.

F. Where the Township provides uniforms for certain employees, said employees shall be required to wear said uniforms.



ARTICLE XVI  
WORK-INCURRED INJURY

A. If an employee is incapacitated in the line of duty and is unable to work because of an injury, he/she shall be entitled to injury leave with full pay during the period in which he/she is unable to perform his/her duties, as certified by the Township's physician. Such payments shall be for up to one (1) year or until the employee is placed on disability leave or pension, whichever occurs first, and reduced by any payment received from Workers' Compensation.

B. An employee who is injured while working at a place of employment, other than the Township, shall forfeit his/her rights to Township injury or sick leave benefits.

C. If an employee is absent for reasons that entitle him/her to injury leave, his/her supervisor shall be notified within one (1) hour of the employee's starting time.

D. Failure to so notify his/her supervisor may result in the denial of the use of injury leave for that absence and constitute cause for disciplinary action.

E. The Township may require an employee who has been absent because of injury, as a condition of his/her return to duty, to be examined by a physician designated by the Business Administrator at the expense of the Township.

F. An employee must report his/her injury, when possible, within twenty-four (24) hours of the occurrence of such injury, in order to be eligible for benefits under this Article.

G. An employee may not return to work without a certification from the attending physician that he is capable of returning to work.

H. Employees are not permitted to engage in outside employment, during normal working hours, while on a work incurred injury leave without the written approval of the Department Head.

ARTICLE XVII  
MILITARY LEAVE

A. Any full-time employee who is a member of the National Guard, naval militia, Air National Guard or a Reserve component of any of the armed forces of the United States and is required to engage in field training shall be granted a military leave of absence with pay for the period of such training as authorized by law. This paid leave of absence shall be in addition to his vacation.

B. When an employee not on probation has been called to active duty or inducted into the military or naval forces of the United States, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and all employee benefits shall cease. Such employee may be reinstated without loss of privileges or seniority accrued to the last day worked, provided he reports for duty with the Employer within sixty (60) days following his honorable discharge from the military service and provided he has not voluntarily extended the length of his military service.

C. If the military service occurs during a time of war, reinstatement will be allowed up to three (3) months after the date of honorable discharge unless the employee is incapacitated at the time of discharge, in which case reinstatement will be allowed up to three (3) months following his recovery so long as the recovery occurs within two (2) years from the date of discharge.

ARTICLE XVIII  
LEAVE OF ABSENCE WITHOUT PAY

Any employee may request a leave of absence without pay, not to exceed six (6) months, by submitting in writing all facts bearing on the request to his supervisor, who will append his recommendations and forward the request to the Business Administrator. The Employer will consider each such case on its own merits, and a decision in one case shall not establish a precedent in another. Any request for an extension of time shall be at the Employer's discretion. Such leave of absence shall not be part of the term of employment. Holidays occurring within the period of an excused absence or leave of absence are part of the absence if the employee is not available for work. If the employee desires health insurance he/she shall pay the Employer 30 days in advance so as to coincide with the billings as established by the carriers for such benefit. The Township will assess a two percent (2.0%) administrative fee. Such decision shall be non-grievable.

ARTICLE XIX  
PERSONAL DAYS

1. Employees covered under this Agreement shall be permitted three (3) days of personal business leave annually with the approval of the Department Head; such approval shall not be unreasonably denied. Should approval be denied, the employee shall be given the reason for the denial in writing. Such leave shall be non-cumulative.

2. A personal business day application shall, except in cases of emergency, be made at least two (2) working days prior to the personal day to be taken.

3. The application form shall contain a specific acknowledgement by the employee that personal leave may not be taken for the purposes of recreation.

4. Personal days shall not be taken on a day immediately prior to or on the day immediately after a sick day, except in cases of emergency.

5. Only employees with one (1) or more years of service shall be eligible for personal leave days.

6. For the purposes of clear record-keeping, one day is credited during each four (4) month period of the calendar year. If an employee terminates employment voluntarily or involuntarily prior to May 1 or September 1 and has already taken two or more personal days, the unearned day/days shall be paid back to the Township.

7. Part-time employees must work at least twenty (20) hours per week to be eligible for prorated personal leave.

ARTICLE XX  
DISCRIMINATION AND COERCION

A. The Employer and the Union agree that there shall be no discrimination against any employee because of age, race, creed, color, religion, marital status, sex, national origin or political affiliation.

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

ARTICLE XXI  
INTRODUCTORY PERIOD

All employees hired during the term of this Agreement shall serve an introductory period of nine (9) months from the date of hire. During this introductory period, the Employer reserves the right to terminate an introductory employee for any reason. An employee, if demoted, shall not have recourse through the grievance procedure set forth in this Agreement. The introductory period may be extended at the discretion of the Department Head with approval of the Business Administrator for a period of forty-five (45) days.

ARTICLE XXII  
INCLEMENT WEATHER

A. When an employee cannot get to work because of weather conditions, the absence may be compensated if there is a sufficient compensatory time balance, or if none, a charge may be made against vacation or personal day balances if requested by the employee. Such absence shall alternately be without pay.

B. When weather conditions are such as to cause the Mayor or Business Administrator to declare the Municipal Building closed, employees whose services are not essential to the condition causing such declaration shall not be penalized for their inability to get to work nor shall they be required to charge their time off to any of the categories identified in paragraph "A" above.

C. Public Works employees are considered to be essential for the purposes of this article. Should the building be closed for an entire day, said essential employees will be paid overtime for hours worked in accordance with Article V.



## ARTICLE XXIII

### LAYOFF AND RECALL

A. Layoff means the non-disciplinary separation of a full-time or part-time employee from his/her position for reasons of economy or efficiency. The employer agrees that employee layoff shall be Township-wide on the basis of seniority within function to be laid off beginning with temporary employees, and then, with least senior permanent employees. In all cases, the Township shall provide thirty (30) calendar days written notice to employees who are to be laid off. The Township will notify and meet with the union at least thirty (30) days prior to potential layoffs occurring.

B. Permanent employees in the appropriate title or with the necessary qualifications, skills and abilities for the position available shall be recalled to work in the reverse order in which they were laid off by the Township. Notice of recall shall be made in writing to the employee's home address of record. The employee must provide the Township with any address change while waiting for recall. Recall list shall exist for one (1) year.

C. The Township shall not hire new employees while there are employees on the recall list able to perform the duties of the vacant position, unless such employees on recall refuse to accept such employment. An employee recalled to a different position may refuse such position and remain eligible for recall. An employee recalled to a different position may take the position and remain eligible for recall to the position from which he/she was laid off. The recalled employee must report for reinstatement within fourteen (14) days after notice. If he/she does not so report, he/she shall have forfeited his/her recall right. Seniority rules shall apply only if two (2) employees have equal ability to perform the work required at the position.

## ARTICLE XXIV

### SENIORITY

A. Seniority is defined as an employee's continuous length of service with the employer beginning with his/her latest date of hire as a full-time, regular employee. Previous part-time regular employees who have gone full-time will have their seniority and benefits pro-rated and calculated from date of hire base on a pro rata share of the hours worked.

B. An employee shall lose his/her seniority only if:

1. He/she voluntarily leaves the employ of the Township due to a resignation in good standing.

2. He/she is laid off for lack of work and subsequently fails to report to the Township for work within fourteen (14) days after receiving written recall from the Township by certified mail. Upon receipt of such notice, employee shall make known his/her intention within seven (7) days.

3. He/she is discharged for just and sufficient cause.

C. Employees who are laid off due to lack of work and are recalled at a later date, subject to the provisions of Section "B", Paragraph "2" above, shall retain all seniority accumulated prior to the time that the layoff occurred.

D. If an employee in a temporary position becomes regular, his/her seniority and service time will be calculated from the original date of hire. Upon becoming regular, an employee will not be eligible for retroactive benefits.

E. An employee shall be considered without seniority until becoming a regular employee, which shall occur upon the completion of the introductory period. The introductory period shall be nine (9) months.

## ARTICLE XXV

### ACCESS TO PERSONNEL FILES

A. Upon written request and with reasonable notice an employee shall be permitted to review and examine his/her personnel file in the presence of an appropriate representative of the Township. Requests from the employee for copies of documents in the file shall be honored.

B. If any material, derogatory or adverse to the employee is placed in his/her personnel file, a copy of such material shall be sent to the employee. No document of anonymous origin against an employee shall be eligible for the personnel file. An employee may file a written response of reasonable length to any derogatory or adverse memoranda or documents intended for inclusion in the personnel file within 7 days of receipt of such document. Copies of any written documents, relating to discipline or the work performance of any employee, which are to be used by the Township in any disciplinary proceedings, grievance hearings, or final evaluation report, shall be given to the employee upon request.

ARTICLE XXVI  
UNION RIGHTS AND REPRESENTATIVES

A. Access to Premises

1. Duly authorized Union Officials, whose names and identifications have been previously sent to the Township, shall be admitted to the premises of the Township for Union business. Requests for such visits shall be by mutual consent and with a minimum of one week advance notice made to the Township and shall include the purpose of the visit, proposed time and date and specific work areas involved. Permission for such visits shall not be unreasonably withheld.

2. Duly authorized Union Officials and representatives shall have the right to consult with employees in the Unit before the work shift starts, during lunch or breaks, or after the work shift. The Township shall designate appropriate facilities for such meetings.

B. A maximum of three members of the Union may comprise the negotiating team and shall be allowed to attend negotiation sessions, without loss of pay, when such sessions are scheduled during regular working hours.

C. Duly authorized Union Officials and/or Stewards shall have the right to take action while on duty if an emergency situation arises concerning Union business. He/she shall request permission from his/her immediate supervisor to leave his/her post before any action is taken and such permission shall not be unreasonably withheld.

D. The Township shall provide space on the existing bulletin board located outside the lunch room in the Township Municipal Building, Municipal Police/Court building and Public Works Building for the use of the Union in posting notices concerning Union business and activities. Further, duplicate notices may be posted by the Union at other locations in all offices of the Township.

1. The posting of said notices shall be under the control of the Union President or his/her duly authorized representative.

2. The Union shall submit to the Business Administrator, at the time of posting, a copy of said notice.

3. The Business Administrator shall have the right to remove said notice if the same is of a derogatory nature.

E. The Union agrees to furnish the Township with a written list of Union officers; such list shall be kept current.

F. The Union has the sole right and discretion to designate stewards and to specify their respective responsibilities and authority to act for the Union.

G. The Township shall provide time off, with pay, to designated Union officials to investigate grievances and to represent members in all disciplinary or grievance matters.

H. The Township shall provide time off, with pay, to designated Union officials and officers of the Union, as recommended by the President of the Union, to attend formal Union training and/or conferences. Such time off shall not be granted unless a written request is made to the Business Administrator no later than fourteen (14) days prior to the scheduled training seminar or conference. A total of ten (10) days, with pay, shall be permitted for such activity each year.

I. All expenses for attendance at such conferences or seminars shall be borne by the employee.

## ARTICLE XXVII

### EMPLOYMENT OF NON-BARGAINING UNIT PERSONNEL

The Township reserves the right to engage non-bargaining unit personnel.. If during the term of this Agreement, the Township contracts out work normally performed by employees covered by this Agreement, and such action results in layoff or job displacement, employees affected shall be given every opportunity available to continue employment within their job classification or any other position available for which they are qualified as determined by management prior to layoff or similar action. An employee thus affected shall be protected by the provisions of this Agreement.

The Township shall meet and confer with the Union at least thirty (30) days prior to subcontracting any work currently performed by the bargaining unit or any new additional work that could be reasonably expected to be performed by the bargaining unit based on the duties of current bargaining unit assignments. In the case of an emergency, the above notice requirement shall not apply; however the Township shall notify the Union as soon as possible. Such notice and meeting shall take place each time the Township desires to contract or subcontract the work as provided in the paragraph above, even if the same subcontractor is used.

ARTICLE XXVIII  
SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXIX  
DEDUCTIONS FROM SALARY

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues from the Union. Such deductions shall be made in compliance with Chapter 123, Public Law of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Township treasurer during the month following the filing of such card with the Township. Any employee in the bargaining unit on the effective date of this Agreement who does not join the union within thirty (30) days thereafter or any new employee who does not join within ninety (90) days of initial employment within the unit, and any employee previously employed within the Unit who does not join within ten (10) days of re-entry of employment into the Unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in the amount equal to eighty-five percent (85%) of the regular union dues, fees and assessments as certified by the Union to the Township.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each employee or an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction. The Union will supply the Township with the address to forward dues to.

D. The Union will provide the necessary "check-off authorization" forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Business Administrator.



E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Business Administrator. The filing of a notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

F. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards as furnished by the Association to the Township, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

ARTICLE XXX  
OUTSIDE EMPLOYMENT

A. Employees will not be permitted to engage in outside employment which conflicts with their responsibility to the Township. Employees will be permitted to engage in outside employment if it does not constitute a conflict of interest and is work that would not be performed during an employee's normal hours of work with the Township. However, the employee recognizes that his primary employment responsibility is to the Township and he will therefore be available immediately following normal hours of work, upon reasonable notice by the Township, if he is called back to perform service on an emergency basis at hours other than during normal hours of work. Employees will advise the Department Head of the location, nature, and times of such outside employment, which is conducted on a continuing basis, so that the Department Head may recall them back to work in the event of an emergency.

B. Employees shall be obligated to comply with Township Ethics guidelines.

## ARTICLE XXXI

### MILEAGE

A. Whenever an individual employee uses his/her privately owned vehicle, the Township shall reimburse the employee for sanctioned use at thirty-four and one-half cents for each mile so used. The requirement to utilize a privately owned vehicle shall not be imposed. Authorization for such use is predicated on the individual's possession of basic automobile insurance and a current registration as specified in the N.J. Motor Vehicle Registration. Employees who do not hold a valid and current driver's license shall not drive.

B. The Township reserves the right to request and receive the employee's driver's license number and to verify that the employee is not on any revoked list.

C. A car allowance of \$250.00 per month shall be paid to bargaining unit employees listed below whom regularly use their vehicles for municipal business for whom a municipal vehicle is not provided. Currently the following titles received the vehicle allowance.

1. Construction Code Official
2. Building Sub-Code Official
3. Plumbing Sub-Code Official
4. Electrical Sub-Code Official
5. Township Engineer
6. Manager of Land Use
7. Manager of Parks and Recreation
8. Assistant Manager of Recreation
9. Assistant Manager of Engineering

The following titles are currently provided municipal vehicles.

1. Manager of Emergency Services
2. Superintendent Public Works
3. Assistant Superintendent Public Works
4. Manager of Environmental Health Services

D. Employees who are given municipal vehicles may not take the vehicle home without the express written permission of the Business Administrator.

ARTICLE XXXII  
HEALTH AND SAFETY

Should a health and safety issue be identified, the Business Administrator or his/her designated representative shall meet with representatives of the union within forty-eight (48) hours of being informed of the issue.

ARTICLE XXXIII  
OUT OF TITLE WORK

After ninety (90) days in the higher position, management will sit down with the union to discuss compensation.

ARTICLE XXXIV  
FULLY-BARGAINED AGREEMENT

A. The Township and the Union agree that this Agreement is the complete agreement between them and that no other understandings or agreements and no past practices shall be binding on the Township or the Union during the term of this Agreement unless agreed to in writing between the Township and the Union subsequent to the date of execution of this Agreement.

B. The parties acknowledge this to be their complete agreement on all bargainable issues, which were or could have been the subject of negotiations, and thereby waive any right to further negotiations. However, any proposed new regulations or modifications of existing regulations governing the negotiable terms and conditions of employment (such as a Policy and Procedures Manual) shall be presented to the Union and negotiated.

C. It is the intent of the parties that the provisions of this Agreement, except where noted in this Agreement, shall supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties; shall govern their entire relationship; and shall be the sole source of all rights or claims which may be asserted. The Union, for the life of this Agreement, hereby waives any right to request to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

D. This Agreement is separate and distinct from and independent of all other agreements entered into between the Union and other employer organizations, irrespective of any similarity between this Agreement and any such other agreements. No act or thing done by the parties to such other agreements, or notices given under the provisions thereof, shall change or modify this Agreement or in any manner affect the contractual relationship of the parties hereto.

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

ARTICLE XXXV

DURATION

This Agreement shall be in full force and effect as of January 1, 2009 and remain in effect to and including December 31, 2010 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days nor later than one hundred twenty (120) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at West Windsor, New Jersey, on this 8<sup>th</sup> day of June, 2009.

AFSCME LOCAL 3242

BY: Kenneth E. Jacobs  
Kenneth E. Jacobs, President

WEST WINDSOR TOWNSHIP

BY: Shing-Fu Hsueh  
Shing-Fu Hsueh, Mayor

BY: Sharon Young  
Sharon Young, Clerk