

AGREEMENT

Between:

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
MAY 4 1994
RUTGERS UNIVERSITY

TOWNSHIP OF WEST WINDSOR

MERCER COUNTY, NEW JERSEY

and

THE TOWNSHIP

WHITE AND BLUE COLLAR WORKERS UNIT

AFFILIATED WITH LOCAL 1032

COMMUNICATION WORKERS OF AMERICA

* * * * *

January 1, 1994, through December 31, 1996

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ARTICLE I
RECOGNITION

- A. The Township hereby recognizes the Union as the exclusive bargaining agent for the following employees:

BLUE COLLAR

- (a) Equipment Operator III
- (b) Equipment Operator II
- (c) Equipment Operator I
- (d) Laborer/Truck Driver
- (e) Sewer Utilityman I
- (f) Sewer Utilityman II
- (g) Road Crew Chief
- (h) Custodian

WHITE COLLAR

- (a) Records Clerk
- (b) Senior Records Clerk
- (c) Receptionist/Typist
- (d) Clerk/Typist
- (e) Animal Control Officer
- (f) Secretary
- (g) Secretary II
- (h) Executive Secretary (Secretary III)
- (i) Deputy Court Clerk
- (j) Finance Clerk I
- (k) Finance Clerk II
- (l) Sanitary Inspector
- (m) Construction Control Person
- (n) Administrative Assistant
- (o) Payroll/Benefits Coordinator

OTHER

- (a) Dispatcher

- B. Excluded from the Bargaining Unit are the following:

1. Confidential employees
2. Managerial employees
3. Seasonal and temporary employees
4. Job classifications designated within other recognized and appropriate units

ARTICLE II

MANAGEMENT RIGHTS

- A. The Township 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 Constitution of the State of New Jersey and of the United States of America, including, but without limitation, the generality of the foregoing, the following rights:
1. To execute management and administrative control of the Township government and its properties and facilities, and the activities of its employees.
 2. To establish a schedule for regular hours of work for employees covered by this agreement (thirty-five [35] hours per week for the white-collar employees and forty [40] hours per week for dispatchers and the blue-collar employees). The schedule may be changed at the discretion of the Business Administrator or his/her designated representative.
 3. 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 within the Bargaining Unit.
 4. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
 5. To make rules of procedure and conduct, to use improved methods and equipment, to determine reasonable work schedules and shifts, to decide the number of employees needed for any particular time, and to be in charge of the quality and quantity of the work required.
 6. 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.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in 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 conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE II

MANAGEMENT RIGHTS (Continued)

- C. Nothing contained herein shall be construed 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 III

UNION RIGHTS AND REPRESENTATIVES

A. Access to Premises

1. Union officials and duly authorized representatives (shop stewards), whose names and identifications have been previously sent to and acknowledged by the Township, shall be admitted to the premises of the Township on 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. Union officials and representatives (shop stewards) 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 four 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. In departments with ten (10) employees or fewer, not more than one employee on duty may be released for collective bargaining.

C. The Union Shop 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 for the use of the Union in posting notices concerning Union business and activities. Further, duplicate notices may be posted by the Union at the Public Works Facility.

1. The posting of said notices shall be under the control of the Union representative.
2. The Union shall submit to the Business Administrator, at the time of posting, a copy of said notice.

ARTICLE III

UNION RIGHTS AND REPRESENTATIVES (Continued)

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 officials and representatives (shop stewards); such list shall be kept current.
- F. Leaves of absence shall be granted to no more than two (2) members of the Union to attend the National Convention of the CWA-AFL/CIO.
- G. The Union has the sole right and discretion to designate stewards and to specify their respective responsibilities and authority to act for the Union. The parties agree to accept three (3) shop stewards and afford to those stewards the privileges provided herein.
- H. The Township shall provide time off, with pay, to designated shop stewards and officers of the Union to attend training by the Union. Such time off shall not be granted unless written request is made to the Business Administrator no later than fourteen (14) days prior to the scheduled training seminar or conference. No more than two (2) persons may attend such seminar or conference at any given time, nor shall more than two employees from the Township be excused for attendance at such seminars or conferences for more than five (5) days total for each employee during the term of this agreement.

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

ARTICLE IV

NONDISCRIMINATION

- A. The Township and the Union agree that there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, national origin, physical handicaps, political affiliation, Association membership or nonmembership, or legal Association activity permitted herein. The parties further agree not to interfere with the right of employees to become or not to become members of the Union.

- B. The Township and the Union agree that no one shall be subjected to harassment nor to abusive language, and that everyone shall be treated within the accepted standards of common decency, courtesy and respect. The Union recognizes its responsibility as exclusive collective negotiations agent and agrees to represent all employees in the Unit without discrimination.

ARTICLE V

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. 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 VI

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 calculated from date of hire based on a pro rata share of the hours worked.
- B. An employee shall be considered without seniority until becoming a regular employee, which shall occur upon the completion of the probationary period. The probationary period shall be six months.
- C. 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.
- D. Employees who are laid off due to lack of work and are recalled at a later date, subject to the provisions of Section "C," Paragraph "2" above, shall retain all seniority accumulated prior to the time that the layoff occurred.
- E. If an employee in a temporary position becomes permanent, his/her seniority and service time will be calculated from the original date of hire. Upon becoming permanent an employee will not be eligible for retroactive benefits.

ARTICLE VII

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 layoffs 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. Seniority rules shall apply only if two (2) employees have equal ability to perform the work required by the position. The Township will notify and meet with the union at the earliest possible time regarding potential lay-offs.
- 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.
- 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 s/he 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.

ARTICLE VIII

WAGES AND CLASSIFICATIONS

- A. The Classification for employees in the bargaining unit is shown in Appendix "A" are made a part of this agreement.
- B. Employees as defined in this agreement will receive a \$900.00 across the board increase for 1994 except dispatchers.
- C. Dispatchers for 1994 shall receive increases as follows:
 - \$20,000 to \$23,230
 - \$20,744 to \$24,240
 - \$21,875 to \$25,250
 - \$25,833 to \$28,280
 - \$27,012 to \$29,290
- D. Employees as defined in this agreement will receive 3% on January 1, 1995 and 2% on July 1, 1995.
- E. Employees as defined in this agreement will receive 4.9% on January 1, 1996.
- F. Employees shall be paid on the basis of 26 pay periods in 1994, 26 pay periods in 1995, and 26.2 pay periods in 1996.

ARTICLE IX

LONGEVITY

- A. The Township agrees to provide each full-time regular employee with a longevity payment as set forth below:

Each full-time regular employee shall be entitled to longevity based on his/her continuous service. Approved leaves of absence without pay in excess of 30 days except military leave, maternity leave and major illness leave shall be deducted from the employees total continuous services for purposes of determining longevity payments.

Employees who began employment in 1989 are eligible for longevity payments beginning in 1994; those who began employment in 1990 are eligible for longevity payments beginning in 1995; and those who began employment in 1991 are eligible for longevity payments beginning in 1996.

Upon completion of five (5) years of continuous and uninterrupted full-time service but fewer than ten (10) years of continuous and uninterrupted service. \$903

Upon completion of ten (10) years of continuous and uninterrupted full-time service but fewer than fifteen (15) years of continuous and uninterrupted service. \$1,354

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. \$1,806

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. \$2,257

Upon completion of twenty-five (25) years of continuous and uninterrupted full-time service. \$2,708

- B. All sums paid above shall be deemed earned weekly for purposes of proration upon the employee's termination.
- C. 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.
- D. The longevity payments will be issued the second pay in November.
- E. If allowed through PERS, it will be at the employee's option to take the annual longevity payment in one lump sum at the end of November or in bi-weekly payments throughout the calendar year.

ARTICLE X

OVERTIME

- A. Overtime work shall be kept to a minimum and must be authorized in advance by the department head.
- B. **White Collar Employees.** Full-time White Collar employees who are directed to work in excess of thirty-five (35) hours, shall be paid in either overtime at the rate of time and one-half their base rate or shall be granted compensatory time off, at time and one-half, up to a maximum of thirty-five (35) hours, at which time the employee shall be paid at the appropriate overtime rate. Prior to the thirty-five (35) hours, the employee shall have the option to be paid, if money is budgeted, or to accumulate compensatory time.

The hourly rate shall be determined by dividing the employee's annual base salary by 1820 in 1994, 1820 in 1995, and 1834 in 1996.

- C. **Dispatchers.** In the case of dispatchers, the normal working week shall consist of the present total of an average of forty (40) hours per week in a four (4) week cycle throughout the year.

In the event of a scheduled dispatcher calling off-duty and the manpower requirements dictate that someone must work overtime, the dispatchers shall be given priority prior to utilizing other uniformed personnel in the dispatcher position.

A dispatcher who is authorized, directed or required to work longer than his regular tour of duty and receives approval for such overtime shall be paid at the rate of time and one-half his regular pay. In computing such overtime, payments shall be made on the following basis:

- (a) Up to the first 15 minutes --- no pay
- (b) 16 through 30 minutes --- 30 minutes pay
- (c) 31 through 60 minutes --- 1 hour pay
- (d) Thereafter, overtime shall be paid on the basis of 30 minute increments for all authorized time worked beyond the regular tour of duty.

The hourly rate is to be determined by dividing the employee's annual base salary by 2080 in 1994, 2080 in 1995, and 2096 in 1995.

ARTICLE X

OVERTIME (Continued)

- D. Blue Collar Employees. Blue Collar employees shall work a 40 hour work week. A Blue Collar employee who is authorized, directed, or required to work longer than his/her regularly scheduled work week and receives approval for overtime, shall have the option to be paid at the rate of time and one-half his/her normal pay, or be granted compensatory time off at the appropriate rate to a maximum of 40 hours at which time the employee shall be paid at the appropriate overtime rate.

In addition, all overtime from midnight Friday to midnight Sunday shall be paid at the double time rate.

In determining such overtime, payment shall be made on the following basis:

- (a) Up to the first 15 minutes --- no pay
- (b) 16 through 30 minutes --- 30 minutes pay
- (c) 31 through 60 minutes --- 1 hour pay
- (d) Thereafter, overtime shall be paid on the basis of 30 minute increments for all authorized time worked in addition to the regularly scheduled work day.
- (e) All time worked in addition to one full consecutive overtime shift (that is - after 16 consecutive hours) shall be paid at double time, based on the employee's hourly rate.

The hourly rate is to be determined by dividing the employee's annual base salary by 2080 in 1994, 2080 in 1995, and 2096 in 1996.

- E. For the purposes of overtime the Animal Control Office shall follow Section D above.
- F. Holidays. If an employee is called in to work overtime on a holiday, he/she shall be paid for each holiday plus double his/her base rate.
- G. Call-In. "Call-In" time shall be defined as unscheduled time worked after an employee has been released from his regularly scheduled work day that does not tie into a succeeding work day. Full time employees who are called in to work by their supervisor and/or designee, shall be guaranteed a minimum of four hours pay at the appropriate overtime rate.

ARTICLE X

OVERTIME (Continued)

When a Call-In occurs prior to a regular work shift but not more than 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.
-
- I. Anticipated overtime shall be scheduled and distributed on a rotational basis by position within the unit without discrimination, provided it does not impair operations. Employees within the unit, who are qualified and capable of performing the work, shall be called upon to perform such overtime work. The Township shall give the employee as much advance notice as possible relative to the scheduling of overtime work. An employee who refuses overtime with a reasonable excuse will not be disciplined. Any employee who refuses overtime without a reasonable excuse shall not be offered additional overtime opportunities until all other employees in the unit shall have been offered the same opportunities without regard to seniority. A list showing the rotational order and the overtime status of each employee shall be prominently posted on a bulletin board in the work area.
 - J. Unanticipated (emergency) overtime shall be distributed on a rotational basis (as outlined in Paragraph "H") whenever possible, recognizing that time is critical in responding to emergencies.
 - K. The granting of compensatory time off will not be unreasonably withheld.

ARTICLE XI

MILITARY LEAVE

- A. A regular employee, who is summoned to active duty with the military in time of war or emergency, shall be granted a leave of absence without pay for the period of service and three (3) months thereafter. In case of service-connected illness or wound preventing the return to work, such leave shall be extended until three (3) months after recovery, but not beyond two (2) years after the date of discharge.
1. A regular employee, who enlists in a military reserve component or who is required to perform an initial period of active duty training pursuant to the 1955 Reserve Forces Act (Reserve Enlistment Program), shall be granted a leave of absence without pay for the training period, which is not considered military leave.
 2. A regular employee, who is a member of the National Guard or other U.S. military reserve component and who is required to undergo annual field training or other active training duty, shall be granted a leave of absence for such period, which shall be in addition to regular vacation leave. During such leave of absence, the Township shall pay the employee the difference between the salary he/she would have made with the Township and the amount he/she actually made during active training duty.
 3. Regular employees, who are members of the National Guard, must be given time-off with pay to attend required drills, which is in addition to vacation, sick and administrative leaves. However, the Township may, following discussion with the employee, adjust an employee's work schedule to enable that employee to attend drills and fulfill all employment responsibilities without the need for additional time off.

ARTICLE XII

JURY DUTY AND WITNESS 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. Any employee called for jury duty shall be required to return to work when not actively serving on a jury, or when released prior to 2:00 P.M.
- 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 without 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.

ARTICLE XIII

VACATIONS

- A. Each regular employee shall be entitled to vacation leave based on his/her years of continuous service. Approved leaves of absence without pay in excess of 30 days, except Military Leave, Maternity Leave and Major Illness 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 first twelve months	6 working days
Beginning one year through five years	12 working days
Beginning six years through eight years	15 working days
Beginning nine years through fourteen years	17 working days
Beginning fifteen years or more	20 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 preceding the employee's vacation period.
- C. If an employee's vacation entitlement period changes during a calendar year, 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 prior to his/her anniversary date and after taking his/her full entitlement, he/she shall reimburse the Township for vacation taken and not earned. 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.

ARTICLE XIII

VACATIONS (Continued)

- E. All vacation time, except five (5) days, must be used within the calendar year in which it is earned. An amount up to and including five (5) days may be carried over to the following year. Under special circumstances additional time may be granted, if requested and approved by the Business Administrator. Said request shall be made in writing and be subject to the approval of the employee's supervisor and the Business Administrator. No request shall be granted by the Business Administrator unless said request is received by the Business Administrator's Office on or before December 1 of the year during which vacation time was accumulated. Decisions on requested carry over of vacation days in excess of five (5) days shall be made by the Business Administrator within three (3) working days.
- F. 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.
- G. Scheduling of vacation must be approved by the appropriate supervisor with consideration given to work load and scheduling requirements.
- H. Although vacation leave is allocated and available on a calendar year basis. However, all calculations of vacation at time of employee resignation, termination, or retirement shall be based on the employee's anniversary date.
- I. Regular part-time employees shall be eligible for vacation in accordance with the ratio of the number of hours in their regular work week divided by the number of hours in their department's work week applied to the above allotments.
- J. If, at any time, vacation leave is denied, a written explanation shall be given to the affected employee within five (5) days of such denial. The granting of vacation leave will not be unreasonably withheld.

ARTICLE XIV

HOLIDAYS

- A. The following holidays, with pay, are recognized by the Township for regular employees, except dispatchers:

<u>Holidays</u>	<u>1994</u>	<u>1995</u>	<u>1996</u>
New Year's Day	-----	Jan 2	Jan 1
Martin Luther King's Birthday	January 17	Jan 16	Jan 15
Washington's Birthday	February 21	Feb 20	Feb 19
Good Friday	April 1	Apr 14	Apr 5
Memorial Day	May 30	May 29	May 27
Independence Day	July 4	July 4	July 4
Labor Day	September 5	Sept 4	Sept 2
Columbus Day	October 10	Oct 9	Oct 14
Veteran's Day	November 11	Nov 10*	Nov 11
Thanksgiving Day	November 24	Nov 23	Nov 28
Day after Thanksgiving Day	November 25	Nov 24	Nov 29
In Lieu of Christmas Day	December 23	----	----
Day Before Christmas	-----	-----	Dec 24
Christmas Day	-----	Dec 25	Dec 25
Day After Christmas (In lieu of "Day before Christmas")	December 26	Dec 26	----
New Year's Eve (In lieu of New Year's Day 1994)	December 30	----	----

- B. When a recognized holiday falls on a Saturday, it shall be observed on the preceding Friday. When a recognized holiday falls on a Sunday, it shall be observed on the following Monday.
- C. In order to qualify for holiday pay, employees must be paid for their scheduled workday immediately preceding the holiday and the scheduled workday immediately following the holiday.
- D. Whenever a holiday falls during the time an employee is on paid sick leave, that 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 day.
- E. Regular part-time employees shall receive the above holidays in proportion to the number of hours in their normal work day.

ARTICLE XIV

HOLIDAYS (Continued)

- F. It is recognized by the parties hereto that, by reason of the nature of the business of the Police Department, dispatchers are not able to be excused from working on holidays as are other Township employees. All holidays off shall be discussed with the dispatchers and scheduled by the Police Chief. The scheduling of such holidays shall not occur fewer than seven (7) working days prior to such scheduled day(s) off.

- G. The holiday year shall be the twelve (12) month period commencing January 1 and ending December 31, and all holiday days shall be scheduled within the calendar year in which they occur. In the event that the Chief of Police shall fail to schedule a holiday day by November 30 or shall fail to provide for the taking of such holiday within the calendar year, the dispatcher shall then, in that event, be entitled to compensation for such "holiday day" on a straight-time basis in addition to regular compensation for any such days.

- H.* It is understood that the police dispatcher shall have the option of being paid for seven (7) holiday days in lieu of compensatory days off. The remaining days must be taken as compensatory days off subject to the provisions of paragraph "E" above.

*Pertains to Police Dispatcher only.

ARTICLE XV

PERSONAL DAYS

1. Employees covered under this Agreement shall be permitted two (2) days of personal business leave annually with the approval of the Department Head. Such leave shall be non-cumulative.
Examples of Personal Days:
 - a. Religious ceremony involving child or grandchild.
 - b. Marriage of a member of the employee's immediate household.
 - c. Graduation of a child, spouse or self.
 - d. House closing.
 - e. Religious holiday.
 - f. Birth of a child to spouse or to a child of an employee.
 - g. Comprehensive examination for a degree.
 - h. Visitation of a college to which an employee or child of the employee is contemplating attending.
 - i. Emergency, such as fire, flood, robbery at home.
 - j. Other for which a specific reason must be given and subject to sole discretion of the Department Head. Such discretion shall not be unreasonably withheld.
2. A personal business day application shall, except in cases of emergency, be made at least five (5) working days prior to the personal day to be taken.
3. The employee making his application for personal business leave must indicate the reason for which the day is being taken.
4. The application form shall contain a specific acknowledgment by the employee that personal leave may not be taken for the purposes of recreation.
5. Personal days shall not be taken on a day immediately prior to or on the day immediately after a holiday, sick or vacation day, except in cases of emergency.

ARTICLE XV

PERSONAL DAYS (Continued)

6. Only employees with one (1) or more years of service shall be eligible for personal leave days.
7. For the purposes of clear record-keeping, one day is credited during each six (6) month period of the calendar year. If an employee terminates employment voluntarily or involuntarily prior to July 1 and has already taken two personal days, one day shall be paid back to the Township.

ARTICLE XVI

SICK LEAVE

A. 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 when the employee's assistance is directly required), and up to two (2) days may be used for medical appointments.

B. Number of days, accumulation:

In the first calendar year of employment sick leave must be earned before it may be taken.

Employees shall be granted up to ten (10) days of sick leave per year.

- One sick leave day shall be granted following each 36 days worked.
- Beginning January 1 of the employee's second calendar year of employment said employee shall be credited with ten (10) sick-leave days plus any unused days carried over from prior years.

Unused sick leave days may be accumulated in accordance with paragraph I of this article.

If an employee should terminate employment during the year, a calculation shall be made of sick days taken versus sick days granted. If the days taken are in excess of days earned, he/she shall have this proper amount of compensation deducted from his/her final pay. Should insufficient funds be available, the employee shall reimburse the Township for the difference to make up for the absence on the unearned days.

Part-time regular employees shall be entitled to sick leave as established on a prorated basis.

C. If an employee is absent for reasons that entitle him/her to sick 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 sick leave for that absence and may constitute cause for disciplinary action.

ARTICLE XVI

SICK LEAVE (Continued)

- E. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall submit, if required by Department Head/Business Administrator, acceptable medical evidence substantiating the illness.
 - 1. An employee, who has been absent on sick leave for periods totalling ten (10) days in one calendar year consisting of periods of fewer than five (5) consecutive working days, may be required to submit acceptable medical evidence for any additional sick leave in that year. In the case of a chronic or recurring illness requiring recurring absences of one (1) day or less, only one (1) certificate shall be necessary for a period of six (6) months.
 - 2. 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.

- G. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

- H. The Township may require an employee who has been absent because of personal illness, 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. Such examination shall establish whether the employee is capable of performing his/her regular duties and that his/her return shall not jeopardize the health or safety of other employees.

- I. An employee who has in excess of five (5) days unused annual sick time, and has a bank of thirty (30) days sick time (in accordance with the major illness provision), may elect to sell the excess days back to the Township at forty percent (40%) of the value of the day or accumulate the time on the books.

ARTICLE XVI

SICK LEAVE (Continued)

Major Illness or Major Injury Leave

- J. Upon the completion of three (3) years seniority with the Township, each full-time regular employee shall be entitled to up to one (1) year of sick leave with full pay for a non-work related major illness or injury. The employee is eligible to continue this provision unpaid for an additional one (1) year. The illness or injury shall be certified by the Township Physician as one which would prevent the employee from performing his/her regular duties (or other suitable duties for which the employee was physically qualified), and because of which the employee must be absent beyond forty (40) consecutive work days. (Said forty [40] days shall be applied against the accumulated sick leave in Section "B.")

Should a holiday fall within the forty (40) day period, said holiday will be applied toward the 40 day period.

Exempt from inclusion in this article are injuries/illnesses sustained while working for any other employer.

If the employee does not have enough accumulated sick days to cover the forty (40) accumulated work days for a major illness or injury, he/she may use vacation, personal days, or comp time.

All medical benefits provided by the Township would continue to be in effect throughout the major illness/major injury leave or subsequent approved unpaid extension.

If an employee fails to return to work with the Township after major illness/injury leave, for any reason other than the specified illness/injury, he/she shall reimburse the Township for the cost of benefits and any other associated costs such as Township physician costs, etc.

ARTICLE XVII

INJURY LEAVE - WORKERS COMPENSATION

- 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 Worker's 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.
- G. 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.

ARTICLE XVIII

BEREAVEMENT LEAVE (Paid)

- A. In the case of the death of a parent, step-parent, grandparent, spouse, child, stepchild, brother, sister, current mother-in-law or current father-in-law of an employee, or other relative residing in an employee's household, said employee shall be granted up to a maximum of five (5) days bereavement leave. Additionally, the employee shall be granted one day leave which can be used in ½ day increments to be used within nine months of the death to attend to personal business.
- B. 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.
- C. 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.
- D. In the case of the death of a relative or in-law as set forth in Paragraph "A" or "B" 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.

ARTICLE XIX

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. Public works employees and dispatchers 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 given an alternate day off.

ARTICLE XX

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.

ARTICLE XXI

LEAVE OF ABSENCE WITHOUT PAY

All employees covered by this agreement may be granted a leave of absence without pay for a maximum period of one (1) year by the Township upon written application setting forth the reason. Further leave, in exceptional situations, may be granted by the Township where it is in the public interest.

An employee on a leave of absence may pay for the benefits as allowed by the carriers. Said payment shall be made thirty (30) days in advance so as to coincide with the billing period as established by the carriers. In accordance with COBRA regulations, the Township assesses a two percent (2%) administrative fee.

EXAMPLE: If carriers are paid monthly, then the payment from the employee shall be made thirty (30) days in advance. If carriers are paid quarterly, then the equivalent quarterly payment must be received thirty (30) days in advance. This practice would hold true for all billing and payment schedules.

ARTICLE XXII

LATE FOR WORK

When an employee is late for a scheduled work assignment, he/she shall endeavor to contact his/her supervisor in advance, if possible. Unexcused lateness shall be treated in the following manner:

- A. Any unexcused lateness up to fifteen (15) minutes shall be docked for one-quarter (1/4) hour.
- B. Any unexcused lateness up to half (1/2) an hour shall be docked for half (1/2) an hour.
- C. Any unexcused lateness between half (1/2) an hour and one (1) hour shall be docked for one (1) hour.
- D. Unexcused lateness of greater amounts shall be handled in similar half (1/2) hour increments.

All unexcused lateness (including chronic tardiness) shall cause the employee to be subject to disciplinary action, in addition to the above.

ARTICLE XXIII

INSURANCE

A. The Township shall provide to each employee covered by the bargaining unit, as outlined in "E" below, the following coverage:

1. Comprehensive Blue Cross, Blue Shield, Major Medical Insurance Plan (\$1,000,000) and Rider "J" insurance; 1960 Series as amended (Blue Cross), and Prevailing Fee Blue Shield Program
- or -
2. Medi-Group Health Maintenance Plan.

The Township reserves the right to change insurance carriers or methods so long as substantially similar benefits are provided.

B. Prescription Drug Plan. The Township shall provide to each employee covered by the bargaining unit, as outlined in "E" below, the following prescription drug plan coverage.

The Township shall provide a \$2.00/\$10.00 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. The \$2.00 is for generic drugs with the \$10.00 co-pay for brand names. If the physician specifies a brand name drug or a generic drug is not available, the employee's co-pay shall be \$2.00.

C. Dental Plan. The Township shall provide to each employee covered by the bargaining unit, as outlined in "E" below, 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 |

D. Prescription eye program. The Township shall provide to each employee covered by the bargaining unit, as outlined in "E" below, a reimbursement of up to \$350.00 per year for eye exams and/or corrective lenses. Bills must be submitted within thirty (30) days of the end of the calendar year in which they were incurred.

ARTICLE XXIII

INSURANCE (Continued)

E. 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:

From the date of hire until the completion of the first year of employment The Township will provide Blue Cross/Blue Shield major medical and prescription plan only for the employee. Additional coverage for family members is optional and at the expense of the employee.

From the beginning of the second year the Township will extend the Blue Cross/Blue Shield, major medical, dental and prescription to the employee and his/her family.

Beginning in 1996 and 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 D.

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.

F. The Township and the union agree as part of this agreement to meet with the express interest to discuss the merits of designing an alternative health benefits plan. These meetings in no way change the Township's right in Paragraph A in Article XXIII above

G. OTHER INSURANCE:

The Township through the Mercer County Joint Insurance Fund provides employees with liability insurance related to actions brought against an employee in the course of their duties.

ARTICLE XXIV

UNIFORMS

The Township shall provide each regular full-time Public Works employee and the Animal Control Officer 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. 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). The Township shall provide safety shoes, as needed, the style of which shall be chosen by the Township. 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.

For every eligible employee for whom the Township purchases uniforms, the Township shall annually reimburse the employee \$200.00 per year, in a bill list prior to July 15, for cleaning costs.

Dispatchers shall be provided with uniforms appropriate to their duty requirements and appropriate to the season of the year, as determined by the Chief of Police.

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

ARTICLE XXV

MILEAGE

Whenever an individual employee uses his/her privately-owned vehicle, the Township shall reimburse the employee for sanctioned use twenty-two cents (\$0.22) for each mile so used. The requirement to utilize a privately-owned vehicle shall not be imposed. Employees who do not hold a valid and current driver's license shall not drive.

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.

The Township also 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.

ARTICLE XXVI

PROMOTION

- I. The Township endorses the concept of promotion and urges all employees to seek promotional opportunities as they become available.
 - A. Promotion means the advancement of an employee to a new position within the unit at a higher salary.
 - B. Upon promotion of a full-time regular employee, all sick and vacation leave balances shall be retained by the employee. Upon promotion, an employee shall be informed of the new salary at least one (1) week in advance of the effective date.
 - C. Announcement of vacant or new regular positions covered by the bargaining unit shall be posted (by the Business Administrator) on the bulletin boards for a period of seven (7) working days. Within this time employees interested in the job should make a standard written application through their supervisor who in turn shall submit the application to Business Administrator.
 - D. In order to be considered for promotion, an employee must have a clean work record. Any disciplinary action against the employee shall be reviewed by the Township and the Union.
 - E. The Township reserves the right to determine the requirements for any position affected by the contract. If no employee submits a written application within the time limit, the Township shall fill the vacancy in any manner which it shall determine appropriate.
 - F. Employees may be promoted only once in any twelve (12) month period.
 - G. When an employee passes the appropriate test and is approved for a skill level promotion, he/she may be promoted to the title of the position for which he/she was tested.

ARTICLE XXVI

PROMOTION (Continued)

II. SKILL LEVEL PROMOTIONS: White & Blue Collar Programs

Certain job categories involve a progression of skill levels: Secretary I, Secretary II, and Secretary III; Finance Clerk I and Finance Clerk II; Laborer/Truck Driver, Equipment Operator I, Equipment Operator II, and Equipment Operator III; Sewer Utilityman I and Sewer Utilityman II.

It is the policy of West Windsor Township to encourage employees to seek training and enhance their skills to enable them to achieve the highest level. Once an employee has satisfactorily completed a "probationary" period in the new level, the employee may be eligible for additional training, if appropriate and necessary, and if promotion to the next step is possible.

As technology changes and equipment and needs are modified, job specifications for these titles may be modified.

In the event a skill level promotion is approved, the employee's salary shall be adjusted by 6%

A. White Collar Promotion Program:

1. An employee should notify his Supervisor that he is prepared to be evaluated for an increased skill level. Skill testing may be required.
2. The Supervisor must prepare and submit to Administration a document providing evidence that the employee has achieved the job qualifications and demonstrates and utilizes the job skills required for the higher level. If Administration feels that satisfactory evidence of increased skill level of performance has been demonstrated, the promotion may be confirmed (within the budgetary constraints).

ARTICLE XXVI

PROMOTION (Continued)

B. Blue Collar Promotion Program:

1. The Township shall provide field performance tests two times a year of the contract.
2. The tests shall consist of, but not be limited to: an evaluation of the ability to demonstrate the proper operation of the equipment listed in the job description of the title for which the test is being given. The employee also must be able to demonstrate the knowledge and ability to perform preventative and minor maintenance on the equipment.
3. The Equipment Operator I test shall be open to all employees in the Laborer/Truck driver classification and shall be based upon performance in the field of the functions listed in the above item (2) and as defined in the current job description for Equipment Operator I.
4. The Equipment Operator II test shall be open to all employees with the title of Equipment Operator I and shall be based upon field performance of the functions listed in the above item (2) and as defined in the current job description for Equipment Operator II.
5. The Equipment Operator III test shall be open to all employees with the title of Equipment Operator II and shall be based upon performance in the field of the functions listed in the above item (2) and as defined in the current job description for Equipment Operator II.
6. The testing of employees shall be administered by the Public Works director or his/her designee.
7. If an employee is tested and his/her performance is considered unsatisfactory, he/she has the right to reapply and be tested on any future scheduled testing date. There shall be no limit on the number of times a person can take the performance test and there shall be no additional requirements imposed upon retesting, other than as set forth herein.

ARTICLE XXVI

PROMOTION (Continued)

III. Temporary Promotions:

- A. In the event of unforeseen events or extraordinary circumstances, temporary promotional appointments may be made. An employee may be asked to assume unusual responsibilities and/or perform duties of another higher ranked employee, in the case of resignations, termination or extended leave of the other employee (for more than 21 working days). This permits a temporary promotion.
- B. When an employee is given an opportunity for a promotion on a trial or temporary basis, the employee shall continue to accrue seniority in his former position.
- C. An employee shall return to his former position in the event a regular promotional opportunity does not materialize - provided there is no discharge for cause.
- D. The Department Head must explain, in writing, to Administration the need for the temporary promotion and the anticipated duration.
- E. Upon approval by Administration of a temporary promotion, the employee's salary shall be adjusted to at least the entry level of the grade of the position being filled, but no less than six percent (6%).

ARTICLE XXVII

TUITION AID/TRAINING

- 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.
- B. 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.
- C. Upon completion of said course and submission of evidence of a passing grade and record of payment, the employee shall be reimbursed fifty percent (50%) of the tuition, prescribed fees and books.
- D. Any employee who voluntarily 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). 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.
- E. The Township will offer CPR and First Aid training to all employees, annually. Employees who elect to receive CPR/First Aid training will be paid at their regular rate of pay for their time in training.
- F. 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.

ARTICLE XXVIII

MATERNITY LEAVE

Unpaid maternity leave may be taken for a maximum period of six (6) months. The employee may utilize up to three (3) months of the leave prior to delivery, with the balance after delivery. If additional time off is desired beyond the six (6) months; accumulated sick days, vacation time or comp time may be used, or the employee may apply for a Family Leave of Absence.

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 XXIX

RETIREMENT BENEFITS

If an employee has twenty-five (25) years of service with West Windsor Township and otherwise meets the retirement criteria of PERS, paid medical benefits in effect at the time of the retirement shall be provided to the employee. These benefits shall be for the employee only.

If the employee has family coverage at the time of his retirement, he shall be offered the opportunity to continue these benefits in conjunction with COBRA. Costs associated with continuation of the family benefits, shall be incurred by the retiree.

ARTICLE XXX

DISCIPLINARY ACTIONS

- A. Disciplinary action may be taken against any employee when it is believed that the employee is not conforming to the letter or spirit of Township policies and rules; or to specific instructions given to him/her; or has acted improperly, dishonestly, immorally, illegally; or has violated of any of the rules or regulations. All discipline will be corrective in intent and progressive in nature.
- B. Depending on the seriousness of the matter, disciplinary action against employees shall be in following forms:
1. Informal verbal reprimand by supervisor, department head or Business Administrator.
 2. Written reprimand from supervisor, department head or Business Administrator.
 3. Demotion of employee by Business Administrator.
 4. Suspension from duty without pay by Business Administrator.
 5. Fine by Business Administrator.
 6. Separation from the service by Business Administrator.

Temporary suspension from duty of any employee may be ordered by the immediate department head or Business Administrator where the circumstances so dictate.

- C. Where the Township or designee may impose discipline, written notice (if practicable) of such discipline shall be given to the employee prior to imposition of said penalty. Such notice shall contain a reasonable specification of the nature of the charge, a general description of the alleged acts and/or conduct upon which the charge is based and the nature of the discipline. The name of any employee, who is notified of disciplinary action, shall be transmitted to the Union within seventy-two (72) hours after such notice.

No notice shall be provided if termination is for a gross violation such as a violation of law.

ARTICLE XXX

DISCIPLINARY ACTIONS (continued)

- D. Misconduct. In the event a formal charge of misconduct is made by the Township against an employee, and if he/she so represents, he/she shall be entitled to a Union representative as a witness or as an advisor during any subsequent interrogation of the employee concerning said charge. No tape recording of such procedure shall be made without notification to the employee. There shall be no presumption of guilt. The employee and/or the Union, if present, may request and receive a copy of any tape recordings made.
- E. An employee whose current job description requires a valid New Jersey Drivers' License, and who has his/her driver's license suspended or revoked because of moving violations, or who has demonstrated unsafe driving habits in the opinion of the Business Administrator, shall be subject to disciplinary action, including dismissal.

ARTICLE XXXI

GRIEVANCE PROCEDURE

Grievance, as used in this Agreement, is defined as a complaint or a request of an employee which involves the interpretation or application, or compliance with, the provisions of this Agreement.

The following procedure shall be observed:

STEP I

Any employee having a grievance shall first take it up with the Chief Steward or another representative authorized by the Union within five (5) working days of occurrence of the matter grieved, who shall then take it up with his/her supervisor. If no settlement is made within two (2) working days then the grievance shall be put in writing within the next seven (7) working days and the Chief Steward or other union representative shall take it up with the Business Administrator. Failure to act within stated time periods shall be deemed to constitute an abandonment of the grievance.

STEP II

The Business Administrator shall, within ten (10) working days, review the grievance and prepare his/her response or schedule a meeting with the parties involved in the grievance. If a meeting is held, the Business Administrator shall have five (5) working days from the conclusion of the meeting to render a decision. In the event the grievant is not satisfied with the decision of the Business Administrator, he/she shall have twenty (20) days from the date of the decision of the Business Administrator to submit the matter to arbitration.

STEP III

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 thereto, or any statute or regulation setting terms and conditions of employment. 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) days following the determination of the Business Administrator. Failure to act within twenty (20) days shall be deemed to constitute an abandonment of the grievance unless the aggrieved party and the Township Committee shall mutually agree upon a longer period of time within which to assert such a demand.

ARTICLE XXXI

GRIEVANCE PROCEDURE (Continued)

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

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

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.

If the Union files a grievance, the processing of said grievance shall be commenced with Step II and the first meeting shall be held within ten (10) working days from the date the grievance is first filed in writing. Failure to act within the prescribed time periods at any step shall constitute abandonment of the grievance.

ARTICLE XXXII

JOB CLASSIFICATION

A system of job classification with appropriate position descriptions shall be utilized by the Township. Copies of position descriptions shall be maintained in the Business Administrator's office and shall be made available to the Union upon request.

ARTICLE XXXIII

OUT-OF-TITLE WORK

When an employee is required to perform work in a higher classification, said employee shall be paid for the period of time he/she performs the higher classification work at the higher classification rate of at least six percent (6%) over the employee's regular rate.

ARTICLE XXXIV

LOCKOUTS

No lockout of employees shall be instituted or supported by the Township during the term of the Agreement.

The Union hereby agrees not to cause any strike, work stoppages or slowdowns of any kind.

ARTICLE XXXV

SUBCONTRACTING OF WORK

If during the term of this Agreement, the Township contracts or subcontracts 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 prior to layoff or similar action. An employee thus affected shall be protected by the provisions of this Agreement, by any relevant policies and regulations of the Township, and by any relevant ordinances, laws and/or statutes. The Township shall meet with the Union to discuss incidents of contracting or subcontracting whenever it becomes apparent that a layoff or job displacement shall result therefrom.

ARTICLE XXXVI

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. Failure to resolve such matters to the satisfaction of both parties within a reasonable amount of time shall be remedied by proceeding to Step III of the grievance procedure.

ARTICLE XXXVII

DUES DEDUCTION

- A. The Township shall deduct union dues from the employee's pay within thirty (30) days following receipt of written authorization from the individual who is a member of the Union.

Annual union dues shall be 1.15% of base salary.

- B. Agency Shop

1. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.
2. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.
3. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the costs of benefits financed through the dues and available only to members of the Union. The fee is eighty-five (85%) of the regular membership dues, fees and assessments.
4. 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 or the fair share assessment information as furnished by the Union 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 deductions.

- C. The Township shall discontinue dues deduction upon receiving written authorization from the employee. The effective date of such discontinuance shall be the next succeeding January 1 or July 1.

ARTICLE XXXVII

DUES DEDUCTION (Continued)

Dues deducted shall be forwarded each month to the:

Secretary Treasurer
Communications Workers of America
AFL/CIO
900 Brunswick Avenue
Trenton, New Jersey 08638

A listing, in duplicate, showing the names and amounts deducted, and biweekly salary shall accompany the dues transmittal.

ARTICLE XXXVIII

SEPARABILITY AND SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee(s), member(s) is held to be invalid by operation of laws by any court or other tribunal of competent jurisdiction, then such provision and application shall be deemed inoperative; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

ARTICLE XXXIX

DURATION OF AGREEMENT AND FULLY BARGAINED PROVISIONS

- A. The terms and effects of this Agreement shall be in force commencing January 1, 1994, and shall remain in effect and full force through December 31, 1996. It shall be automatically renewed from December 31, 1996, for two-year periods unless either party shall give written notice one hundred and twenty (120) days prior to the expiration date of its desire to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the expiration date. This Agreement shall remain in full force and be effective during the period of negotiations.

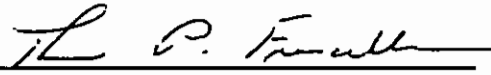
- B. The parties acknowledge this to be their complete agreement on all bargainable issues, which were or could have been the subject of negotiations, and thereby waive any right to further negotiations. However, any proposed new regulations or modifications of existing regulations governing the terms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


- C. Within thirty (30) days after signing of the Agreement, the Township shall reproduce the Agreement in sufficient quantities so that each employee in the Unit may receive a copy, and so that there are sufficient additional copies for distribution to employees hired during the term of the Agreement. The Township shall distribute such copies of the Agreement to all employees in the Unit within a reasonable period of time after the Agreement has been executed.

SIGNATURE PAGE

THE TOWNSHIP OF WEST WINDSOR

MERCER COUNTY, NEW JERSEY

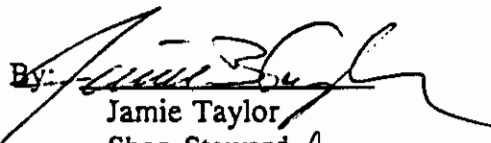
By: 
Thomas P. Frascella
Mayor

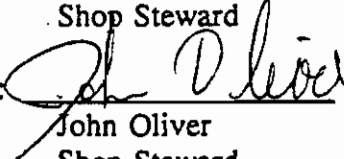
Attest:  4/14/94
Barbara G. Evans
Township Clerk

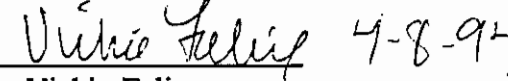
THE TOWNSHIP WHITE AND BLUE COLLAR WORKERS UNIT

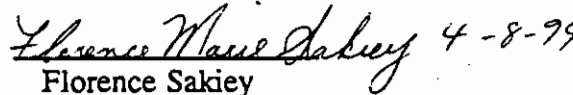
AFFILIATED WITH LOCAL 1032

COMMUNICATIONS WORKERS OF AMERICA, AFL/CIO

By:  4-8-94
Jamie Taylor
Shop Steward

By: 
John Oliver
Shop Steward

By:  4-8-94
Vickie Felix
Shop Steward

By:  4-8-94
Florence Sakiey
Shop Steward

By:  4-8-94
Paul Pologruto
Local 1032

APPENDIX A

**WEST WINDSOR TOWNSHIP
POSITION CLASSIFICATION PLAN**

JOB CLASS I

Receptionist
Clerk Typist

JOB CLASS II

Laborer/Truck Driver
Sewer Utilityperson I
Custodian

JOB CLASS III

Animal Control Officer
Records Clerk I
Secretary I
Finance Clerk I
Equipment Operator I
Deputy Court Administrator

JOB CLASS IV

Secretary II
Records Clerk II
Finance Clerk II
Sewer Utilityperson II
Equipment Operator II
Construction Control Person

JOB CLASS V

Road Crew Chief
Sanitary Inspector
Secretary III
Police Dispatcher

JOB CLASS VI

Administrative Assistant
Payroll/Benefits Coordinator
Deputy Court Clerk
Equipment Operator III

RESOLUTION

WHEREAS, the collective bargaining labor agreement between the White and Blue Collar Workers, Union, Local 1032 (Communications Workers of America) and the Township of West Windsor expired on December 31, 1993; and

WHEREAS, the representatives of the Union and the Township have concluded negotiations and have reached a settlement on a labor agreement for the period commencing January 1, 1994 and ending December 31, 1996; and


WHEREAS, the White and Blue Collar Workers, Union has ratified the agreement; and

WHEREAS, the Township Administration recommends approval of the agreement as being a reasonable settlement and in the best interest of the Township and its employees;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Windsor that the Mayor and the Clerk are hereby authorized and directed to sign the agreement between the White and Blue Collar Workers, Union and the Township.

Adopted: April 11, 1994

I hereby certify that the above resolution was adopted by the West Windsor Township Council at its meeting held on the 11th day of April, 1994.



Barbara G. Evans
Township Clerk
West Windsor Township