

AGREEMENT

Between

TOWNSHIP OF EAST WINDSOR
16 Lanning Boulevard
East Windsor, New Jersey 08520
In The
County of Mercer

And

LOCAL 1032
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
67 Scotch Road
Ewing, New Jersey 08628

January 1, 2004 through December 31, 2005

TABLE OF CONTENTS

<u>Article #</u>	<u>Title</u>	<u>Page #</u>
	Agreement	3
1	Interpretation and Recognition	3
2	Management Rights	4
3	Rules and Regulations	5
4	Non-Discrimination	5
5	Maintenance of Work Operations	6
6	Grievance Procedure	7
7	Discipline	11
8	Dues Deductions and Agency Shop	12
9	Hours of Work and Overtime	15
10	Vacations	18
11	Holidays	21
12	Compensation	22
13	Longevity	24
14	Sick Leave	25
15	Bereavement Leave	28
16	Jury Leave	29
17	Injury Leave	30
18	Maternity Leave	32
19	Paternity Leave	32
20	Military Leave	32
21	Leave Without Pay	33
22	Absence Without Leave	35
23	Insurance Coverage	35
24	Travel Expenses	39
25	Vehicle Use and Mileage Reimbursement	42
26	Uniforms	43
27	Personnel Files	44
28	Bulletin Board	44
29	Promotions/Job Vacancies	45
30	Probationary Period	46
31	Seniority	47
32	Layoff and Recall	48
33	Transfer	50
34	Classification of Position	51
35	Safety and Health	52
36	Access to Premises	52
37	Union Training	53
38	Termination	53
39	Volunteer Fire Fighters	54
40	Severability and Savings	54
41	Fully-Bargained Agreement	55
42	Outside Employment	56
43	Education Incentive	57
44	Duration of Agreement	57
	Signature Page	58
	Schedule A (2004 Salaries)	
	Schedule B (2005 Salaries)	
	Schedule C Classifications of Positions	

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2005, by and between the Township of East Windsor, in the County of Mercer, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township," and the Communications Workers of America, AFL-CIO, hereinafter called the "Union," represents complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE 1 – INTERPRETATION AND RECOGNITION

- A. The Township hereby recognizes the Union as the sole and exclusive negotiating agent and representative for all full-time and regular part-time employees of the Township employed in the classifications provided in Schedule C.
- B. Excluded are all other employees of the Township, including those employed in the Department of Public Works, and all supervisory, managerial, confidential, craft and professional employees other than those specifically included.
- C. The title "employee" shall be defined to include the plural as well as the singular, and to include males and females.

ARTICLE 2 – 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 Constitutions of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
1. The executive management and administrative control of the Township Government and its properties and facilities and activities of its employees, utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
 2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
 3. The right of management 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 after advance notice thereof to the employees.
 4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Township.
 5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.
 6. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.
 7. The Township reserves the right with regard 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 Township.

ARTICLE 2 – MANAGEMENT RIGHTS (continued)

- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, Code of Conduct and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitutions and laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A:1-1 et seq., or any other national, state, county or local law or regulation.

ARTICLE 3 – RULES AND REGULATIONS

- A. Proposed new rules or modifications of existing rules covering negotiable working conditions shall be negotiated with the Union before they are established.
- B. All written rules and regulations shall be provided to the Union immediately upon promulgation.
- C. The Union shall have the sole right to designate Shop Stewards and specify their respective Union responsibilities and authority to act for the Union.

ARTICLE 4 – NON-DISCRIMINATION

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

ARTICLE 5 – MAINTENANCE OR 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, work stoppage, slow-down, walk-out or other illegal job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.
- B. 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 support any such action by any other employee or group of employees by the Township, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work. Nothing herein shall be construed to restrict the employee's rights under the First Amendment to the United States Constitution.
- C. Nothing contained in this Agreement shall be construed to limit or restrict the Township 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 damage, or both, in the event of such breach by the Union or its members.
- D. The Township agrees that it will not engage in the lockout of any of its employees.

ARTICLE 6 – GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure at the lowest possible level an equitable solution to the problems which may arise affecting the terms and conditions of employment under this agreement.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.
- C.
 - 1. The term “grievance” as used herein means an appeal by an individual employee, or group of employees, or the Union on behalf of an individual employee or group of employees concerning the interpretation, application or violation of policies, agreements, and/or administrative decisions affecting terms and/or conditions of employment.
 - 2. No grievance may proceed beyond Step Three herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Three herein. The issue of whether a dispute comes under those categories cited in sentence 2 shall be arbitrable.

ARTICLE 6 – GRIEVANCE PROCEDURE (continued)

- 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 action under the provisions hereof within ten (10) working days after the event giving rise to the grievance has occurred or when the Union should have known of its occurrence, and an earnest effort shall be made to settle the difference between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance. With respect to alleged miscalculations in compensation, the timeframe shall be extended to twenty (20) working days.

STEP TWO: If no agreement can be reached orally within five (5) working days of the initial discussion with the immediate supervisor, the aggrieved or the Union may present the grievance in writing within ten (10) working days thereof to the respective Department Head or his designated representative. The written grievance at this Step shall contain the relevant facts, the applicable section of the Contract allegedly violated, and the remedy requested by the grievant. The Department Head or his designated representative will answer the grievance in writing within five (5) working days of receipt of the written grievance.

STEP THREE: If the Union wishes to appeal the decision of the Department Head, such appeal shall be presented in writing to the Township Manager within ten (10) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. At that time, if the Union requests a meeting with the Township Manager, a meeting shall be scheduled at a mutually convenient time within twenty (20) working days between the Township Manager, the aggrieved employee and the Union Representative. The Township Manager shall respond, in writing, to the grievance within ten (10) working days of the submission or the meeting, whichever is later.

ARTICLE 6 – GRIEVANCE PROCEDURE (continued)

D. (continued)

- STEP FOUR: If the grievance is not settled through Steps One, Two and Three, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within twenty (20) working days of receipt of the Township Manager's response. The costs for the services of the arbitrator shall be borne equally by 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.
- E. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.
- F. Upon prior notice to and authorization of the Township Manager, the designated Union representatives shall be permitted as members of the Grievance Committee to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township or require the recall of off-duty employees.
- G. 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 any 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 deemed to 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 processing the grievance at any Step in the grievance procedure.

ARTICLE 6 – GRIEVANCE PROCEDURE (continued)

- H. No settlement of a grievance shall contravene the provisions of this Agreement.
- I. A grievance may be brought under this procedure by the Union as a class grievance. A class grievance shall be submitted directly to the Township Manager at Step Three of this procedure.

ARTICLE 7 – DISCIPLINE

- A. All discipline shall be progressive in nature and corrective in intent, as follows:
1. oral reprimand
 2. written reprimand
 3. suspension without pay
 4. withholding of increment pursuant to Article 12
 5. termination

However, drinking and/or drugs at the workplace, physical acts of violence, willful destruction of property, willful behavior that results in injury to the employee or others, or conviction of a crime may not be handled in a progressive manner.

- B. Employees shall receive an employee interview with the Township Manager and/or the employee's Department Head whenever disciplined. The type and results of the interview, along with any employee response, shall be recorded and placed in the employee's personnel file.
- C. Employees shall have the right to have a shop steward present at the employee's request at any and every step of the disciplinary procedure.

ARTICLE 8 – DUES DEDUCTIONS AND AGENCY SHOP

- A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.93, as amended.
- B.
- 1) 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.
 - 2) Dues deducted, together with a list of the names and amounts deducted and employees' salaries, shall be sent to:

Local Treasurer
CWA Local 1032
67 Scotch Road
Ewing, New Jersey 08628
- C. If during the life of the 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 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.
- D. The Union shall provide the necessary "check-off authorization" form, and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township Clerk.
- E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Clerk. The filing of the notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.93, as amended.
- F. 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.

ARTICLE 8 – DUES DEDUCTIONS AND AGENCY SHOP (continued)

- G. 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.
- H. 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, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.
- I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.
- J. Prior to January 1st of each year, the Union shall provide advance written notice to all persons and entities required by law, the information necessary to compute the fair share fee for services enumerated above.
- K. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.
- L. 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.

ARTICLE 8 – DUES DEDUCTIONS AND AGENCY SHOP (continued)

- M. Membership in the Union is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he has received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit, and not only for members in the Union, and this Agreement has been executed by the Township after it had satisfied itself that the Union is a proper majority representative.

ARTICLE 9 – HOURS OF WORK AND OVERTIME

- A. Normal working hours are an employee's scheduled work period as prescribed by the Township. The normal work week for employees working five days a week shall be Monday through Friday, 8:30 a.m. to 4:30 p.m. The normal work week for employees working four days a week shall be four consecutive days, Monday through Friday. Employees working a four-day work week shall work eight and three-quarter hours per day.
- B. Employees must be present and ready for work at the designated starting time for their operation. Employees must not leave work until the designated quitting time.
- C. Lunch breaks are staggered where necessary to afford maximum availability to the public, unless otherwise approved by the Manager, and employees must return to work at the designated time. Continuous work schedules without lunch breaks are prohibited under normal circumstances.
- D. Those employees on a four-day work week schedule are entitled to a formal fifteen (15) minute break each day. Those employees on a five-day schedule are entitled to a break for a reasonable period of time as their work schedule allows.
- E. Overtime is any approved time worked over and above the normal work week. If the needs of the Township require work done on an overtime basis, employees may reasonably be required to work beyond the hours normally worked.
- F. Overtime will be scheduled and authorized in advance by the Department Head or supervisor as necessary within budget constraints.
- G. A Department Head or supervisor who anticipates the need for considerable overtime should give employees advance notice of required overtime work pending.
- H. For emergency situations where short notice is given, employees will be expected to work overtime. Refusal to work overtime without valid reasons may be cause for disciplinary action.

ARTICLE 9 – HOURS OF WORK AND OVERTIME (continued)

- I. A rotation system of overtime assignments should be in effect when more than one person in the organization is capable of performing the work to be done.
- J. Absence on approved leave during the basic work week should not reduce the amount of overtime pay to which an employee may be entitled. Whenever the hours of the work week are shortened by a legal holiday or other officially excused day, time worked in excess of the shortened hours is considered overtime.
- K. Unauthorized working of overtime may be cause for disciplinary action.
- L.
 - 1. Employees working beyond their normally scheduled work week up to forty (40) hours per week will be compensated at the hourly rate, either through additional pay or through time off in lieu of overtime payment.
 - 2. Employees working over forty (40) hours per week must be paid at the rate of one and one-half (1-1/2) times their hourly rate. The work week is defined as the seven (7) consecutive twenty-four (24) hour periods totaling one hundred sixty-eight (168) hours, beginning at 12:00 midnight on Sunday of one week and ending at 12:00 midnight the subsequent Saturday.
- M. All hours worked overtime and the reasons for the overtime shall be properly recorded on the employee's time sheet after being authorized in advance by the Department Head.
- N. In the event the employee elects to take compensatory time off, this time off shall be taken upon mutual agreement between the employee and his/her Department Head.

ARTICLE 9 – HOURS OF WORK AND OVERTIME (continued)

- O. Request to use compensatory time off in lieu of overtime payments must be made and approved in advance by the Department Head.
- P. An employee who must return to work (called back) after regular hours or on a weekend or holiday shall be paid for a minimum of two (2) hours work at time and one-half rate of pay.
- Q. Compensatory time is any approved time off from duty for time worked over and above the normal work week for bargaining unit employees.
- R. Employees may receive compensatory time in lieu of overtime payments, for hours worked up to a total of forty (40) hours in a single work week, subject to prior agreement between the Department Head and employee. Hours worked in excess of forty (40) must be paid at time and one-half, in accordance with the policy on overtime.
- S. Department Heads will authorize in advance all overtime to be worked, and the use of compensatory time in lieu of overtime payment, for employees within their department who are eligible for compensatory time.
- T. Compensatory time in lieu of overtime payment may not be accumulated and must be taken during the same work week in which the overtime was worked. All other overtime must be compensated at the employee's hourly rate, or at one and one-half (1-1/2) times the employee's hourly rate, whichever applies.

ARTICLE 10 – VACATIONS

- A. All full-time employees will be granted paid vacation leave each calendar year in accordance with the following schedule.
1. All employees shall be entitled two (2) weeks paid vacation, the number of days in said weeks to be based upon the work week schedule in effect, with vacation to be accrued monthly from the date of hire.
 2. Employees with sixty (60) months or more of seniority but less than one-hundred nine (109) months shall be entitled to an additional week of paid vacation for the year, totaling three (3) weeks paid vacation per year for such employees.
 3. Employees with one-hundred nine (109) months or more of seniority shall be entitled to an additional week of paid vacation, resulting in a total of four (4) weeks paid vacation per year.
 4. Employees with one-hundred eighty (180) months or more of seniority shall be entitled to an additional two (2) days of paid vacation for the year, totaling four (4) weeks and two (2) days of paid vacation per year for such employees.
- B. Vacation may be taken at any time during the year with approval in advance by the employee's supervisor. Employees applying for a two-week consecutive vacation shall not have such requests unreasonably denied. Employees shall not expect to take vacation time during a department's busy season except for extraordinary circumstances, which must be approved by the Manager.
- C. Permanent part-time employee's vacation time will be pro-rated on an hourly basis.
- D. Vacation leave may be accumulated beyond that earned in a twelve (12) month period and carried over to the next calendar year. However, an employee may not carry over more than five (5) working weeks of unused vacation time.

ARTICLE 10 – VACATIONS (continued)

- E. Accrued vacation leave shall be compensated for when the employee is terminated, either voluntarily or involuntarily, from the Township service. The employee must submit a written resignation at least two (2) weeks in advance to the Department Head in order to be compensated for unused vacation time. Vacation time may be taken prior to termination if sufficient notice is given in advance of termination date to provide at least two (2) weeks working time.
- F. Any official holiday occurring during an employee's vacation leave period will not be counted as a day of vacation leave used.
- G. Vacation may not be taken during the first six months of employment, or during any extension of the probationary period. During the second six months or after completion of probation the employee may take the first year's vacation.
- H. At the beginning of the new calendar year, in anticipation of continued employment for the full year, each employee shall be credited with the amount of vacation expected to be earned that year. If, upon termination, an employee has used more vacation than he is entitled to, the Township shall deduct from the final pay an amount equal to the rate of pay for the days of vacation taken in excess of the number earned.
- I. Before taking vacation an employee may receive an advance paycheck for a payday that falls during the scheduled vacation. Such payment must be requested when time sheets are submitted for the last regular paycheck prior to vacation.
- J. The smallest unit of time that may be taken as vacation is one-half (1/2) day.

ARTICLE 10 – VACATIONS (continued)

- K. Departmental vacation schedules must be set up by Department Heads and supervisors by April 1st of each year. Vacation will normally be scheduled on the basis of supervisor responsibility and seniority. Supervisors shall be given first choice of vacations; non-supervisory employees shall be given the choice of vacation based on seniority. However, if the Department Head determines that two employees may not take simultaneous vacations because of organizational requirements, other factors including job assignments may be taken into account in honoring vacation requests. Full-time employees have preference over part-time employees for vacation time scheduling.
- L. Part-time employees shall receive vacation in accordance with Section A of this Article on a pro-rata basis.
- M. When a part-time employee transfers to a full-time position, his “starting date” for the purpose of calculating vacation entitlement shall be his starting date as a full-time employee. However, no employee shall have his vacation hours reduced by virtue of going from part-time to full-time employment.

ARTICLE 11 – HOLIDAYS

- A. There are ten (10) official holidays for the Township, and Township offices will be closed on the following days:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Independence Day	Christmas Day

- B. Employees working a four-day week will be guaranteed a total of three (3) floating holidays. Employees working a five-day week will be guaranteed a total of four (4) floating holidays. These days may be used for religious purposes.
- C. Employees who have completed a full year's employment with the Township shall have one (1) additional floating holiday.
- D. To the extent that scheduled holidays do not comprise all of the guaranteed holidays for any employee, the employee will be granted additional floating holidays off.
- E. To be paid for a holiday, an employee must work the last working day before and the first working day after the holiday, unless excused by the Department Head in accordance with the Township policy on sick leave.
- F. If a holiday falls on a Sunday, it shall be observed the following Monday.
If a holiday falls on a Saturday, it shall be observed the preceding Friday.
- G. An employee who is on vacation when a holiday is observed shall be allowed an extra day of vacation.
- H. An employee's floating holidays shall be scheduled at the request of the employee with the approval of the Department Head and may be used for any purpose, including extension of vacation. Such holidays, if unused, may not be carried over into another year. Upon termination, an adjustment will be made for floating holidays used, relative to those earned, according to the occurrence of holidays in that calendar year. A pro-rated adjustment based on the portion of the year worked will be made for floating holidays not associated with particular scheduled holidays.

ARTICLE 12 – COMPENSATION

- A. Retroactive to January 1, 2004 all bargaining unit members on the Township's payroll as of January 1, 2004 shall receive an across-the-board salary increase of three (3%) percent.
- B. Retroactive to January 1, 2005 all bargaining unit members on the Township's payroll as of January 1, 2005 shall receive an across-the-board salary increase of three (3%) percent.
- C. The maximum salaries shall be increased in accordance with the across-the-board percentage increases of three (3%) percent. If there is a mathematical error in the numbers as presented in this contract, the parties agree to correct the error by amending the Agreement to reflect the mathematically correct numbers.
- D. In addition to the amounts set forth above, except as provided within this paragraph, each bargaining unit member on the Township's payroll as of January 1, 2005 shall also receive on July 1, 2005 an increment increase of one (1%) percent. Further increment increases may be the subject of future contract negotiations. Members at the top of their range shall not be eligible for this increment. However, the Township may withhold an increment increase for the following reasons:
 - 1. Unexcused lateness, five or more times per increment period (July – June) and excessive and unexcused absences.
 - 2. Abuse of sick leave.

ARTICLE 12 – COMPENSATION (continued)

3. Two or more written reprimands during increment period.
4. Suspension during increment period.

An increment may be withheld for the above-listed reasons by the Township Manager upon the recommendation of the Department Head. Any bargaining unit member for which the Township intends to withhold the increment shall be given written notice of such withholding together with the reasons therefore not less than ten (10) days prior to the effective date of the increment.

Within five (5) days of receipt of said notice, any bargaining unit member may file a grievance in accordance with Article 6 of this Agreement.

- E. Any increment that is denied, shall continue to be denied in any future year's adjustment in increment as it is the intention of the parties to withhold any increment denied on a permanent basis and not to adjust said increment into future earnings, unless otherwise determined by the Township Manager. The Township Manager may restore an increment in future years if he determines that the employee's performance has improved so as to warrant restoration of the increment.
- F. In order to be eligible for an increment increase in any given year, the bargaining unit member must have been employed as of January 1st of the year in which the increment was scheduled to be granted. In addition, in order to be eligible for an increment, a bargaining unit member must have completed his probationary period prior to the effective date of the increment increase. A bargaining unit member who was either not employed as of January 1st of the increment year and/or has not completed the probationary period, shall not receive an increment increase until the following year.
- G. The percentage increase set forth in A above, shall be applied to any stipends paid to bargaining unit members.

ARTICLE 12 – COMPENSATION (continued)

- H. An employee who is temporarily assigned additional work/duties as a result of another employee's absence, for five (5) or more accumulated days in a calendar year, shall receive a five (5%) percent increase in salary for that period of time. This subsection shall not be construed as replacing normal promotional procedures. In the event the absent employee is terminated, resigns or retires, the Township shall replace the individual, as per Article 29 of this Agreement.
- I. No new hire for a position covered by this Agreement shall be paid more than the middle of the range for the pay grade. If the Township is unable to fill the position as a result of the salary offered, the Township and Union will agree to waive this provision and set a higher initial salary mutually agreeable to both parties.

ARTICLE 13 – LONGEVITY

- A. During each year of the contract, all steps shall be increased by four (4%) percent. In addition to the maximum rate of compensation for each position, a longevity payment will apply to all permanent employees after completion of consecutive years of satisfactory service according to the following schedule:

<u>SERVICE TIME COMPLETED</u>	<u>LONGEVITY COMPENSATION IN ADDITION TO FIXED SALARY</u>	
	<u>2004</u>	<u>2005</u>
5 years to 9 years	\$ 640	\$ 665
9 years and one month to 14 years	\$1,156	\$ 1,203
14 years and one month to 19 years	\$1,675	\$1,742
19 years and one month and over	\$2,094	\$2,177

- B. Effective January 1, 2005, longevity compensation shall be paid during the month of November on a pro-rated basis from the anniversary date to the date of payment.

ARTICLE 13 – LONGEVITY (continued)

- C. All permanent employees, full-time and part-time, shall receive longevity payments. Longevity shall be paid to part-time employees on a pro-rata basis.

ARTICLE 14 – SICK LEAVE

- A. Sick leave may be taken in the event of personal illness or illness in the immediate family that requires attendance by the employee, observance of quarantine, or as a result of a disabling injury. For purposes of sick leave immediate family shall include parent, spouse or child of the employee, or relatives residing in the employee's household. Sick leave may not be used to extend a holiday or vacation.
- B. Any single-day incident of sick leave before or after a holiday must be supported by a physician's note, unless the Department Head is convinced that the incident is justified. If the Department Head waives the requirement for a note, a memorandum to that effect, giving the reasons, shall be attached to the employee's time slip covering the day in question.
- C. All new full-time employees accumulate 105 hours of sick leave credit per year, pro-rated according to the date of hire. Part-time employees accrue credit on a pro-rated basis. Hourly employees are ineligible for sick leave credit.
- D. During the calendar year employees earn sick leave credit at the rate of 8.75 hours per month. The Finance Department will monitor employees' use of sick leave at the end of each pay period, deducting from an employee's wages any unearned sick time used. This procedure may be waived only by special request of the Department Head to the Manager because of unusual circumstances.
- E. The smallest unit of time that may be charged to sick leave shall be one-half (1/2) day, except for pre-scheduled medical appointments for which lesser amounts of time may be taken by advance permission of the Department Head.

ARTICLE 14 – SICK LEAVE (continued)

- F. Unused sick leave credits may be accumulated and carried forward from year to year, to a total of sixty (60) weeks accumulation. Employees are encouraged to accumulate sick leave so that regular income will be available in the event of a long absence from work caused by serious illness. Employees will be compensated for fifty percent (50%) of their unused sick time at their current rate to a maximum of \$7,000 at the time of their termination in good standing or to a maximum of \$10,000 at retirement.
- G. For a partial year worked prior to termination, sick leave credit shall be reduced at the rate of 8.75 hours for each full month not worked. If, upon termination, an employee has used more sick leave than entitled to, the Township will deduct from the final pay an amount equal to the rate of pay for the hours of sick leave taken in excess of the number earned.
- H. A person who is a Township employee and has exhausted the balance of sick leave credits may, with the Supervisor's approval, charge the excess days of absence to other credits; i.e., vacation leave or compensatory time, if available. If not, excess time absent shall be charged to leave of absence without pay or, if appropriate, temporary disability leave. The Manager will approve any exceptions to this policy.
- I. Each employee is required to notify the Department Head or the Manager's Office within one-half (1/2) hour of starting time or a reasonable time in the case of an emergency on each day of absence. Failure to give notification as required may result in loss of sick leave credit for that day and may constitute cause for disciplinary action. Failure to report absences from duty for one working week shall constitute a resignation, not in good standing.
- J. The Township may require proof of illness or injury when the Township reasonably believes that an employee is abusing sick leave, or an employee has been absent on sick leave for more than five (5) consecutive work days. An employee's failure to supply any required medical evidence shall be grounds for withholding pay for sick leave and for other disciplinary action. Medical evidence of illness for an employee or an employee's dependents and certification of fitness to resume job duties will be required when an employee is absent for one week.

ARTICLE 14 – SICK LEAVE (continued)

- K. In cases where use of the sick leave privilege is questionable, supervisors are authorized to require medical evidence for each and every absence. If the Township believes an employee is abusing sick leave provisions, it may refuse to pay salaries or wages for any time taken as sick leave, as a disciplinary measure. Before this action is taken against an employee, the employee will be given written warning. After written warning, withholding of pay may be ordered any time within twelve (12) months if the employee's attendance record does not improve or if it deteriorates after initial improvement.
- L. The Department Head may recommend an employee to the Manager for outside counseling and care in cases of suspected alcoholism, drug abuse or similar disorders.
- M. When returning from leave of absence for a contagious illness or disease, a certificate from the appropriate local health official is required.
- N. In cases of extended illness, when an employee may not work on doctor's orders, the employee will be required to present periodic progress reports from his physician. These reports must indicate the nature of the illness, prognosis for recovery, type of treatment being administered, probable date of recovery, and whether the employee can be assigned to light or other alternative duty.
- O. Failure of the employee to adhere to the physician's recommended treatment schedule will be grounds for withholding sick leave pay and instituting other disciplinary action.

ARTICLE 15 – BEREAVEMENT LEAVE

- A. In the event of a death in the immediate family, an employee, when scheduled to work, shall be granted up to one calendar week off with pay. The term “immediate family” includes an employee’s parents, spouse, children, grandparents, siblings, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or any other person living in the household of the employee.
- B. In the event of the death of an employee’s aunt, uncle, niece, nephew, or cousin, an employee, when scheduled to work, shall be granted one day off with pay, plus two additional days if needed for long distance travel.
- C. The Department Head may grant leave without pay for anyone else not included here.
- D. If additional time is required an employee may use accumulated sick or vacation time upon approval by the Department Head.
- E. An employee shall request bereavement leave from the Department Head at the earliest practicable time. The Department Head shall provide written notification to the Manager and Finance Director of the employee’s leave.

ARTICLE 16 – JURY LEAVE

- A. Any permanent full-time employee who loses time from his job because of jury duty as certified by the clerk of the court shall be paid by the Township the difference between his daily rate of pay (up to a maximum of the normal number of hours per day) and the daily jury fee subject to the following conditions:
1. The employee must notify the Township Manager immediately upon receipt of a summons for jury service.
 2. The employee has not voluntarily sought jury service.
 3. No employee is attending jury duty during vacation and/or other time off from Township employment.
 4. The employee submits adequate proof of the time served on the jury and the amount received for such service.
- B. If, on any given day an employee is attending jury duty, he is released by the Court prior to 11:00 a.m., the employee shall be required to return to work by 12:00 noon that day in order to receive pay for that day.

ARTICLE 17 – INJURY LEAVE

A.

1. In the event an employee becomes disabled by reason of work related injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided herein, he may be entitled to full pay for a period of up to one (1) year provided all conditions of this Section A are met.
2. When an employee requests injury leave, he shall be placed on “conditional injury leave” until a determination of whether or not an injury or illness is work related and the employee entitled to injury leave is initially made by the Township’s Workmen’s Compensation carrier, with the final determination, if necessary to be made by the Workmen’s Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off charged against his accumulated leave time. If the employee does not have enough accumulated time off, he shall be advanced sick time to cover the absence. If the employee leaves the employ of the Township prior to reimbursing the Township for such advanced time, the employee shall be required to reimburse the Township for such advanced time.
3. When an employee is granted either “conditional injury leave” or “injury leave,” the Township’s sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability or other payment received from other sources provided by the Township. At the Township’s option, the employee shall either surrender and deliver any compensation, disability or other payments to the Township and receive his entire salary payment, or the Township shall pay the difference.

B. An employee who is injured while working, whether slight to severe, must make an immediate report prior to the end of the shift thereof to the immediate supervisor. Failure to do so may result in the failure of the employee to receive compensation under this Article.

ARTICLE 17 – INJURY LEAVE (continued)

- C. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Township, may reasonably require the employee to present such certificate from time to time.
- D. If the Township does not accept the certificate of the physician designated by the insurance carrier, the Township shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Township.
- E. In the event the Township's physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated. However, if the employee disputes the determination of the Township physician, then the Township and the employee shall mutually agree upon a third physician who shall then examine the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. The cost of the third physician shall be borne equally by the Township and the employee. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.
- F. If the Township can prove that an employee has abused his privilege under this Article, the employee will be subject to disciplinary action by the Township, up to and including termination.

ARTICLE 18 – MATERNITY LEAVE

Maternity leave shall be governed by the applicable New Jersey and Federal laws including the Family Leave Act N.J.S.A. 34:11B-1, et seq. and the Family Leave Act, 29 U.S.C. Sec. 2601, et seq. as each may be applicable.

ARTICLE 19 – PATERNITY LEAVE

Paternity leave shall be governed by the applicable New Jersey and Federal laws including the Family Leave Act N.J.S.A. 34:11B-1, et seq. and the Family Leave Act, 29 U.S.C. Sec. 2601, et seq. as each may be applicable.

ARTICLE 20 – MILITARY LEAVE

All bargaining unit employees shall be entitled to Military Leave in accordance with State Statutes.

ARTICLE 21 – LEAVE WITHOUT PAY

- A. Any full-time employee with at least six months seniority may request a temporary disability leave without pay, subject to approval of the Township Council. However, should an employee apply for disability leave without pay between scheduled Township Council meetings, the Township Manager may temporarily approve the leave provided the employee meets the criteria for such leave, pending and subject to the Township Council's approval. Such requests for temporary disability leave without pay shall not be unreasonably denied by the Township Manager.
- B. An employee receiving temporary disability leave for up to six months shall continue to receive paid medical benefits while on leave.
- C. During any temporary disability leave for up to six months, the employee's pension account will be frozen and his anniversary date shall remain unchanged in computation of all compensation and benefits.
- D. The procedure to be followed in requesting a temporary disability leave without pay shall be as follows:
 - 1. Employee to submit a written request to the Manager outlining the reasons for the request.
 - 2. Employee must attach a doctor's statement that provides the following information:
 - a.) nature of disability,
 - b.) date the disability should begin,
 - c.) probable date disability will end,
 - d.) type of work employee will not be able to perform because of the disability, and
 - e.) type of work or activity the employee may perform while on disability leave.
- E. An employee who accepts or performs other work for pay during a disability leave without the prior written consent of the Manager may be dismissed by the Township.

ARTICLE 21 – LEAVE WITHOUT PAY (continued)

- F. An employee who is on temporary disability leave may be assigned to duties in a different position or department if the employee's physician states there are no medical reasons not to make the temporary assignment, and if the employee is otherwise qualified for the assignment.
- G. An employee may use all accrued sick leave and vacation time prior to taking temporary disability leave, or may take disability leave and reserve other benefits.
- H. An employee may request a further six month's temporary disability leave but such leave will be subject to approval by the Manager. Paid benefits and seniority will not be maintained during any extension of this time.

ARTICLE 22 – ABSENCE WITHOUT LEAVE

Absence without notification for five (5) consecutive days shall constitute a resignation.

ARTICLE 23 – INSURANCE COVERAGE

- A. The Township offers the following plans to all permanent employees and eligible dependents as well as to eligible retired employees to the extent that coverage can be negotiated with carrier. Retired employees are eligible in accordance with N.J.S.A. 40A:10-23:
1. BlueCard PPO Plan with in-network benefits of \$0 copay and 100% coinsurance for Hospital/Facility and Professional Services; and out-of-network benefits with \$100 deductible per family and 80% reimbursement on the first \$2,000 coinsurance per family. Supplemental Services are covered in and out of network subject to the same \$1000 deductible per family and 80% reimbursement on the first \$2,000 coinsurance per family. The Township pays 100% of the premium cost for the BlueCard PPO for all full-time employees, dependents and retired employees. Permanent part-time employees can enroll on a pro-rated basis.
 2. The cost to employees for coverage under BlueCard PPO Plan shall be:
 - a. \$100.00 deductible per family, per year.
 - b. If an employee goes out-of-network, or uses Supplemental Services, he/she shall be reimbursed 80% on the first \$2,000, and thereafter shall be reimbursed 100%.
 - c. At his/her option, an employee may choose to enroll in an HMO plan as an alternative to the BlueCard PPO Plan as described in Section B of this Article.

ARTICLE 23 – INSURANCE COVERAGE (continued)

3. Dental Plan – Comprehensive coverage. Offered to all full-time employees and dependents after six months of working with the Township. Optional plan in which Township pays 50% and full-time permanent employees pay 50% - deducted from wages. Offered to permanent part-time employees on a pro-rated basis. Delta Dental Plan No. 3286-01.

B.

1. The Township offers an alternative to the BlueCard PPO Plan in the form of membership in a health maintenance organization (HMO). Two types of HMOs are available to employees: an individual practice association (IPA) and a pre-paid group practice (PPGP).
2. Health insurance through membership in either HMO is in lieu of the BlueCard PPO Plan described in Subsection A, paragraph 1 of this Article.
3. Employees wishing to join an HMO must file an application with the Finance Department. Employees wishing to transfer from an HMO back to the BlueCard PPO Plan also must notify the Finance Department of their intention. HMO enrollment occurs in November of each year after the Township's initial trial-enrollment period. Any changes to enrollment must take place during a qualified open enrollment period and mid-year changes to enrollment are not permitted unless due to a qualified change in family status as defined in the actual insurance policies issued by various insurance carriers providing coverage to Township employees.

ARTICLE 23 – INSURANCE COVERAGE (continued)

4. The premium the Township pays, or would pay, for the BlueCard PPO Plan coverage for a particular employee shall be applied toward HMO membership instead. Any amount for the HMO premium in excess of the group plan figure is the employee's responsibility. The employee pays the difference to the Township through a payroll deduction each month. Premiums for both the BlueCard PPO Plan and the HMOs are reviewed annually by the carriers and premiums may be adjusted. Each November the HMOs evaluate the group plan premiums the Township pays and adjust their rates accordingly.
5. Employees must advise the Finance Department of any changes in personal and family status that affect their coverage, e.g., from family to parent/child; from husband/wife to family; from single to husband/wife, etc. A change in status alters the monthly premium the Township pays and may significantly affect an employee's contribution. This notification must be made within 30 days of the change in status and any necessary paperwork required by the insurance company or HMO must be completed and submitted as outlined in the actual insurance policies issued by the carriers.

C.

The Township offers the following life insurance benefits to all permanent full-time and permanent part-time employees:

1. East Windsor Township pays 100% premium on a \$10,000 life insurance policy for all full-time employees. Permanent part-time employees pay a pro-rated share of the premium. This benefit shall be continued for all employees upon retirement who were hired prior to January 1, 1993.
2. East Windsor Township offers, as an option to Township employees after six months employment, a \$10,000 double indemnity policy. For full-time employees the Township pays 50% and the employee pays 50%. Permanent part-time employees pay a pro-rated share. The employee's contribution is deducted from wages. This benefit is not continued for retired employees.

ARTICLE 23 – INSURANCE COVERAGE (continued)

- D. The Township has the right to change insurance carriers so long as substantially the same or better benefits are provided.
- E. Prescription Plan: An employees' co-pay for prescriptions shall be as follows: \$3.00 for generic; \$5.00 for brand names; no co-pay if prescriptions are filled through the mail.
- F. Vision Coverage: Upon presentation of paid receipt(s), an employee shall be reimbursed up to a maximum of \$150.00 per year for the employee's eye examination and/or prescription glasses or contact lenses. Payment shall be made within sixty (60) days of the presentation of the receipt(s).
- G. When a cafeteria plan is established, employees shall have the option to purchase short and/or long term disability benefits, pay for their share of dental coverage, and purchase other coverage using pre-tax dollars.

ARTICLE 24 – TRAVEL EXPENSES

- A. Any expense incurred by an employee having a direct bearing on Township business is reimbursable. Said expenses shall be reimbursed only if prior approval from the Township Manager has been obtained.
- B. A voucher must be submitted for payment accompanied, whenever possible, by receipts or other proof of outlay and a statement of the reason for the expenditure.
- C. When an employee attends a business-related conference or seminar, the provisions of this Article will normally govern. However, if an employee is assigned to undertake business travel for a specific purpose, a higher rate of reimbursement may be approved in advance by the Township Manager.
- D. Bargaining unit members may be excused from work in order to attend conferences of their professional associations and other programs designed to enhance their ability to perform their duties for the Township. This policy is intended to address any workshops, seminars or training sessions involving more than a day-trip from the Township area.
- E. The Manager may approve absence related to conference attendance for specific dates, not to exceed three (3) days in the case of the New Jersey League of Municipalities Conference and no more than five (5) days in the case of an out-of-town professional conference.
- F. When out of town travel is necessary, absence beyond the actual dates of conference attendance may be approved under the following circumstances:
 - 1. if arriving for the first official conference event which does not include social events at which the conduct of business forms a minor or negligible part of the program would require the individual to leave home earlier than 6:00 a.m.; or
 - 2. if leaving after the last official conference event which does not include social events at which the conduct of business forms a minor or negligible part of the program would require the individual to arrive home later than 10:00 p.m.; or

ARTICLE 24 – TRAVEL EXPENSES (continued)

3. if travel on other dates would be less expensive to the Township either because of group charters or special flight rates, or land transit that might require a longer absence; or
 4. if the employee has prior approval to attend training or other sessions that precede or follow the conference.
- G. Conference attendees are expected to take advantage of the lowest rates available by whatever means – through group travel or through land rather than air transportation, wherever feasible – if the Township is going to pay for their expenses.
- H. The maximum total expenses for which an employee will be reimbursed is \$120 per day. This amount is not a “per diem” payment but the maximum that will be reimbursed, regardless of whether the employee’s expenses were higher.
- I. The \$120 per day reimbursement is for accommodations and adequate but not fancy meals and incidental expenses. The Township will not reimburse for alcoholic beverages.
- J. An employee traveling on Township business rather than attending a conference may make arrangements in advance with the Township Manager for reimbursement at a higher rate, in accordance with this Article.
- K. Reimbursement of expenses by the Township shall be by approval of a voucher which shall be accompanied by a report on the conference by the attendee, on forms available from the Manager’s office. The summary of expenses generally follows the format below:
1. Hotel (with receipts)
 2. Meals (receipts where required)
 3. Other expenses
 4. Total expenses
 5. \$120 x number of full days of conference
 6. Reimbursement = 4 or 5, whichever is lower

ARTICLE 24 – TRAVEL EXPENSES (continued)

- L. Reimbursement shall be for the total expenses or for \$120 x number of full days of the conference, whichever is lower.
- M. Travel, registration and other special costs are not included in the \$120 maximum and would be itemized as separate costs.

ARTICLE 25 – VEHICLE USE AND MILEAGE REIMBURSEMENT

- A. A Township vehicle should be used whenever possible for official business. The Township vehicles are assigned as needed and when available. An employee may only use a private vehicle to conduct Township business with permission from the employee's Department Head when there is no Township vehicle available. Employees who through necessity must use their private vehicles for Township business are eligible for reimbursement for mileage at the IRS rate of January 1st of each year.
- B. Mileage may be charged under the following circumstances:
 - 1. To conduct Township business when no Township vehicle is available.
 - 2. To attend a meeting pertaining to Township business during off hours, in the evenings, holidays or weekends.
 - 3. To attend training or school sessions related to the job whenever the Township sends an employee as a job requirement.
- C. Employees who are assigned Township vehicles may not use those vehicles for non-business travel unless approved by the Township Manager.
- D. To receive reimbursement an employee must complete a voucher whenever such mileage expenses exceed five dollars (\$5.00) and/or not more frequently than once a month. If an employee does not incur expenses of more than five dollars (\$5.00) in a three (3) month period, then a voucher of less than five dollars (\$5.00) shall be accepted.

ARTICLE 26 – UNIFORMS

- A. Uniforms and safety equipment shall be supplied and maintained by the Township as set forth in this policy. The employee's immediate supervisor will have the responsibility of ensuring that the employee is properly outfitted in accordance with this policy. Failure of the supervisor or employee to comply with the provisions of this policy may be cause for disciplinary action.
- B. Field and inspection personnel will be reimbursed for work shoes up to a maximum of one hundred and twenty-five dollars (\$125.00), and rain gear in accordance with the procedures of this policy. These employees include: health, engineering, zoning, housing and building inspectors. All new employees will be advised of this policy when hired and items to be issued by supervisor will be immediately given to a new employee.
- C. If an employee is dismissed during the probationary period, the amount of reimbursement for shoes and jacket will be withheld from the final paycheck. All other issued equipment or uniform for any terminated employee will be returned to the supervisor on the employee's last day of work.
- D. The Township agrees to provide foul weather gear that will be kept in the appropriate office.

ARTICLE 27 – PERSONNEL FILES

- A. The Township shall establish personnel files or confidential records which shall be maintained under the direction of the Township. The Township shall not keep any files that are unknown and/or inaccessible to the employees, except for privileged files kept by the Township Attorney.
- B. Any employee covered under this Agreement may, by reasonable request during normal business hours, review, in the presence of an individual designated by the Manager or his designee, any written evaluation reports or written complaints which may be contained in his personnel file. Upon request, an employee shall receive, within a reasonable time, a copy of any document in his personnel file.
- C. Whenever a written complaint concerning an employee is placed in his personnel file, a copy shall be furnished to him and he shall be given the opportunity to rebut same in writing, if he so desires.

ARTICLE 28 – BULLETIN BOARD

- A. The Union shall have the sole use of a designated Union bulletin board located in the Municipal Building for the sole purpose of posting notices relating to meetings and official business of the Union only. The Township shall provide and install this bulletin board in a mutually agreeable location.
- B. Only material authorized by the signature of the Union Representative, President, or Shop Steward shall be permitted to be posted on said bulletin board.
- C. The Township may have removed from the bulletin board any material which does not conform with the intent of the above provisions of this Article.

ARTICLE 29 – PROMOTIONS/JOB VACANCIES

- A. Promotion is the advancement of an employee to a job class having a higher level of duties and responsibilities and/or a salary range having a greater maximum. A promotion is distinguished from a reclassification in that an employee is promoted and a job is reclassified.
- B. Promotion is based on merit and fitness with proper qualifications. Seniority in lower level positions will also be a factor in considering an employee for promotion.
- C. Department Heads will post the position available for promotion for a minimum of five (5) working days prior to the application deadline and recommend to the Manager, employees for promotions. All promotions shall be approved by the Manager. The first two (2) months of service in the new position shall be considered as a probationary period, except in the police department, where all promotions are subject to a one-year probationary period.
- D. When an employee is promoted and has been paid at a rate equal to or exceeding the minimum of the new position the appointment shall be made at the rate within the range which grants an incremental increase of five percent (5%) upon promotion.
- E. Notices of all job vacancies shall be posted. Such notice shall include job description, any required qualifications (i.e., skills, education, etc.), salary range and the procedure to be followed by employees interested in being interviewed for the position. If two or more employees are equally qualified for the position, then seniority shall be the deciding factor.
- F. Copies of all notices of job vacancies and promotions shall be sent to the Union.

ARTICLE 30 – PROBATIONARY PERIOD

- A. New employees shall serve a probationary period of six (6) months. An extension of six (6) months may be granted. Probationary employees may be suspended or dismissed at any time during the probationary period if in the judgment of the Department Head and the Township Manager such an action would be in the best interest of the Township. The Union shall be notified upon extension of the probationary period.
- B. The purpose of the probationary period is to evaluate the employee's work performance and conduct, and to determine whether the employee merits permanent status.
- C. A written evaluation shall be conducted prior to the end of the probationary period by the Department Head and the Township Manager. The probationary period may be extended for an additional six (6) month period in the event the Township Manager is unable to determine that the employee should be granted a regular appointment at the end of the initial period, or that the employee shall be dismissed. Only one extension shall be granted.
- D. Unless otherwise provided by law, an employee will not be considered permanent due to expiration of the probationary period and failure of the Department Head and Township Manager to evaluate his status. Permanent status will result only from authorization by the Township Manager.
- E. A probationary employee who has successfully completed his probationary period shall be granted status as a regular employee with all rights and privileges pertaining to that employment or position.
- F. An employee who is to be dismissed during probation shall be notified in writing of the dismissal and the reasons for the action.
- G. Upon request, probationary employees who have been found unsatisfactory shall be granted an administrative conference with the Department Head and Township Manager to be advised of the reasons for the dismissal.

ARTICLE 31- SENIORITY

- A. Seniority is defined as an employee's total continuous years of service within the defined employment category (full-time, part-time, etc.).
- B. The services of an employee who is transferred or reassigned to another department within the Township shall be considered continuous for the purpose of seniority and fringe benefits.
- C. The seniority of an employee who transfers from one category to another (for example, part-time to full-time) shall be calculated from the time of the transfer.
- D. The Finance Department shall maintain records on employee seniority and will calculate benefits accordingly. Employees and Department Heads should verify their own records with those of the Finance Department.

ARTICLE 32 – LAYOFF AND RECALL

- A. Layoff is the separation of a permanent employee from a position for reasons other than delinquency or misconduct. Classes of employees subject to layoff shall be determined by the Manager with the approval of the Council. The Township shall give the Union written notification of any layoff and the Township Manager and the Union shall meet within 10 working days of the Union's receipt of such layoff notice to discuss its impact.
- B.
1. Layoff, demotion or downgrade of position of permanent employees shall be in the order of seniority with the last employee hired as the first laid off or demoted.
 2. For purposes of layoff, demotion, recall and bumping, seniority with the Township shall control over seniority in the classification. However, in order to exercise his rights with respect to Township seniority, an employee must have a minimum of six (6) months in that classification, otherwise seniority within the classification shall control.
- C.
1. Employees displaced by a reduction in force have the right to consider relocating to other municipal positions presently held by employees with less calculated seniority.
 2. Displaced employees bump laterally or down to lower classifications and receive the rate of pay specified for the lower classification.
 3. An employee subject to layoff shall receive at least forty-five (45) days written notice of the layoff, except in extenuating fiscal circumstances. The employee must notify the Township Manager in writing of his intention to exercise his bumping rights within ten (10) working days of receipt of the layoff notice. All employees subsequently affected by the exercise of bumping rights shall be notified in writing, and shall have an opportunity, if applicable, to exercise their bumping rights within five (5) working days. However, the total time period within which the bumping rights must be exercised is within forty-five (45) days from when the first employee received his layoff notice. It is understood that any employee laid off because another employee exercised his bumping rights will not receive the forty-five (45) day notice prior to his layoff because of the exercising of bumping rights pursuant to this Agreement.

ARTICLE 32 – LAYOFF AND RECALL (continued)

4. A displaced employee may only bump into a position where he or she has the ability and necessary specified or implied educational background to properly learn the new job to a proficient level within a four-week period. If training is necessary for the break-in period, the rate of pay shall be commensurate with the productivity anticipated during the break-in period.
 5. If the employee's old position opens as a full-time position, this employee shall be given first right to that open full-time position if he is still qualified for that position.
 6. Probationary employees do not have bumping rights.
- D. All employees who are laid off shall have first right to be re-employed in the same or a similar position for which the laid-off employee is qualified, in the inverse order in which they were laid off, and the Township shall not employ anyone until all laid-off employees have been fully reinstated with all pay and privileges. This right shall extend for a period of two (2) years from date of termination.
- E. If an employee refuses reinstatement during the two-year period, then all re-employment rights are relinquished.
- F. Part-time employees shall not be eligible to bump full-time employees.

ARTICLE 33 – TRANSFER

- A. Employees who desire to transfer voluntarily within the Township may do so if a position vacancy exists, and the supervisor of the vacant position finds the employee qualified and the Township Manager approves.
- B. Employees whose service in a given position is no longer required or who can be better utilized in a different position temporarily or permanently may be transferred involuntarily to a different position.
- C. A probationary period of two (2) months shall be mandatory following transfers. Permanent status and anniversary date shall not be affected by transfers.
- D. Under certain circumstances, a transfer may involve a decrease in pay. An employee transferred involuntarily for administrative reasons shall suffer no loss of pay.

ARTICLE 34 – CLASSIFICATION OF POSITION

- A. Studies of positions may be made from time to time to ensure that employees are properly compensated for their classifications and that position descriptions correctly reflect the duties and requirements of the positions.
- B. The Township Manager shall study the current duties and responsibilities of the position concerned and take appropriate action.
- C. An employee may submit a request in writing to the Township Manager at any time for a review of the duties and responsibilities of a position. Such a request shall be submitted through the Department Head and shall include the employee's own description of current duties and responsibilities. The Township Manager shall review the position to determine the correct classification within sixty (60) days of a request.
- D. Reclassification shall not be retroactive.
- E. As distinguished from a promotion as set forth in Article 29, a reclassification is not a promotion. It is the position and not the person that becomes reclassified under the procedures set forth above. Reclassification may include not only the upgrade of a position, but potentially a downgrade of a position within the classification ranges. Employees who positions are downgraded are subject to Article 32, Layoff and Recall, and rights to bump thereunder.

ARTICLE 35 – SAFETY AND HEALTH

- A. The Employer shall provide a safe and healthy atmosphere for its employees. It shall discharge its responsibility for the development and enforcement of occupational safety and health standards to provide a safe and healthful environment in accordance with PEOSHA and any other applicable statutes, regulations or guidelines published in the New Jersey Register which pertains to health and safety matters.
- B. Employee complaints of violations of PEOSHA and any other applicable statutes, regulations or guidelines listed in the New Jersey Register which pertain to health and safety matters, shall be reported to the immediate supervisor and shall be promptly investigated. Corrective action shall be initiated as soon as practicable to remedy the condition with safety guidelines.
- C. Employees shall not be required to work under conditions which are violations of PEOSHA and any other applicable statutes, regulations or guidelines listed in the New Jersey Register which pertain to health and safety matters, and in such circumstances will be paid and no charges made against an employee's accrued vacation, personal or sick days.

ARTICLE 36 – ACCESS TO PREMISES

Union representatives shall be admitted to the Township premises during working hours for the purpose of adjusting grievances, consulting with the Union Stewards and with employees covered by this Agreement, after having obtained prior approval of the Township Manager, and where there will be no disruption of work. Said prior approval of the Township Manager shall not be unreasonably denied.

ARTICLE 37 – UNION TRAINING

The Township, upon twenty-one (21) calendar days advance notice from the Union, shall provide an aggregate of five (5) days leave of absence without pay per year for Union training.

ARTICLE 38 – TERMINATION

- A. Separation from Township service may result from voluntary resignation or from dismissal by the Township Manager.
- B. An employee who intends to resign must give the Township notice at least two working weeks prior to termination, not including any vacation or other accrued leave the employee intends to utilize. This requirement may be waived by the employee's Department Head with the approval of the Manager. If the proper notice is not received from the employee by the Department Head, then the employee will be considered to have resigned other than in good standing, and will forfeit any benefits other than earned vacation that has been accrued.
- C. Dismissal will occur only for just and sufficient cause, except that a newly engaged employee shall be subject to dismissal for any cause prior to the expiration of the probationary period.
- D. Unless there are disciplinary charges pending against the employee, the Manager will notify the employee in writing of acceptance of the resignation in good standing. Oral resignation will be deemed binding, but will not constitute resignation in good standing unless confirmed in writing.
- E. Before receiving final compensation an employee must sign a termination receipt to be kept in the personnel file as evidence of the satisfaction of all claims against the Township.
- F. The final remuneration of pay and benefits for any employee separating from Township service shall be computed by the Director of Finance and approved by the Manager on a prescribed form which shall be maintained within the employee's personnel file. All compensation or benefits which have accrued shall be paid on the basis of accrual at the termination date.

ARTICLE 39 – VOLUNTEER FIRE FIGHTERS

- A. An employee who is a member of an East Windsor Fire Company may be excused from duty, without loss of pay, whenever responding to an emergency for any East Windsor Fire Company. Any Township employee, who is a member of a Volunteer Fire Department other than East Windsor's, may be excused from duty without loss of pay, if called to respond to an emergency in East Windsor or to an emergency to which an East Windsor Fire Company responds on a mutual aid basis.
- B. An employee in these categories, who has been engaged in responding to an emergency on the night before a working day during the hours from midnight to the starting time of the employee's workday, may be excused from work without loss of pay for a time equal to the number of hours during which the employee was engaged in such emergency.
- C. No disciplinary or discriminatory action will be taken against any employee for the sole reason of his participation in responding to an emergency.
- D. Employees, either personally or through the Police Department, should inform their department heads when responding to an emergency. An employee's call to emergency duty may be subject to verification. Abuse of this privilege will be subject to disciplinary action.

ARTICLE 40 – SEPARABILITY AND SAVINGS

- A. If any clause or provision of this Agreement is deemed illegal and/or invalid through a court decision or legislation, that clause or provision shall become null and void. All other clauses or provisions of this Agreement shall not be affected and shall remain in full force and effect.
- B. If any clause or provision of this Agreement is deemed illegal and/or invalid, the Township and the Union, upon the request of either party, shall meet and discuss the clause or provision in question. Neither the Township nor the Union shall be obligated to agree to a modified, alternate, or replacement clause or provision.

ARTICLE 41 – FULLY-BARGAINED AGREEMENT

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.
- B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. The Township and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.
- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only, executed by both parties.
- E. It is the intent of the parties that the provisions of this Agreement shall supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties, and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. The Township and the Union for the life of this Agreement hereby waive any rights to request or negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is clear waiver as to any right or claim not expressed in this Agreement.

ARTICLE 42 – OUTSIDE EMPLOYMENT

- A. An employee must notify the Township Manager if the employee accepts outside employment or engages in outside business activities. The employee must have advance permission to accept outside employment in any case where the outside employment will require time off in addition to normal employee leaves.
- B. The employee will be counseled by the Township Manager if there is any reasonable probability that such outside employment will interfere with an employee's work performance or compromise an employee's position with the Township through a conflict of interest. The Township may require an employee to choose between employment with the Township and outside employment if there exists a conflict of interest or the outside employment adversely affects the employee's work performance.
- C. Notification of outside employment shall be made in writing to the Department Head. The notice shall contain pertinent information concerning the type of work to be engaged in, the name and address of the prospective employer, and the work hours. The Department Head shall submit the notification to the Township Manager for his approval.

ARTICLE 43 – EDUCATION INCENTIVE

- A. The Township agrees to reimburse an employee fifty percent (50%) of the cost of tuition upon successful completion of a work-related college course. An employee must receive Township approval prior to the start of the course. Approval shall not be unreasonably denied.
- The following limitations shall apply:
1. A unit member must receive a grade C or better average at an accredited college; and
 2. No reimbursement under this provision shall exceed fifty percent (50%) of the tuition charged by Rutgers University. It being the intent of the parties to limit any fifty percent (50%) reimbursement to no more than fifty percent (50%) of the amount charged by Rutgers University per credit hour.
- B. The Township further agrees to provide a maximum of \$150.00 for books and other related fees per course, per employee, upon presentation of a copy of the paid receipt for such expenditure(s). The Township's maximum pay out for bargaining unit members under this subsection shall be \$1,500.00 per year.

ARTICLE 44 – DURATION OF AGREEMENT

- A. This Agreement shall be in full force and effect from January 1, 2004 until midnight December 31, 2005.
- B. The parties agree that negotiations for a successor Agreement modifying, amending, or altering the terms or provisions of this Agreement shall commence by September 1, 2005. In the event no successor Agreement is completed, ratified and executed before December 31, 2005 the present Agreement shall continue in force until said successor Agreement has been ratified and executed.

IN WITNESS WHEREOF, the undersigned have affixed their signatures as the duly authorized legal representatives of the Township and the Union on the _____ day of _____, 2005.

ATTEST:

EAST WINDSOR TOWNSHIP

By: _____

COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO

By: _____

SCHEDULE "A"

Schedule A	Year 2004	35-Hour Work Week
<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>
1	\$20,150	\$25,249
2	\$22,161	\$27,890
3	\$24,384	\$30,550
4	\$26,819	\$33,599
5	\$29,502	\$36,961
6	\$32,447	\$40,655
7	\$35,694	\$44,723
8	\$39,266	\$49,192
9	\$43,229	\$54,114
10	\$47,512	\$59,525
11	\$51,304	\$64,274
12	\$58,000	\$69,000

PART-TIME POSITIONS

Electrical Subcode Official		\$27,584
Plumbing Subcode Official		\$27,584
Registered Environmental Health Specialist	\$26.12	\$32.72
Electrical Inspector	\$26.12	\$32.72
Fire Prevention Inspector	\$26.12	\$32.72
Fire Official	\$23.06	\$28.86

STIPENDS

Registrar of Vital Statistics		\$2,846.92
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SCHEDULE "B"

Schedule B	Year 2005	35-Hour Work Week
<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>
1	\$20,754	\$26,007
2	\$22,826	\$28,727
3	\$25,116	\$31,466
4	\$27,624	\$34,607
5	\$30,387	\$38,069
6	\$33,420	\$41,875
7	\$36,764	\$46,064
8	\$40,444	\$50,668
9	\$44,526	\$55,738
10	\$48,937	\$61,310
11	\$52,843	\$66,202
12	\$59,740	\$71,070

PART-TIME POSITIONS

Electrical Subcode Official		\$28,412
Plumbing Subcode Official		\$28,412
Registered Environmental Health Specialist	\$26.90	\$33.70
Electrical Inspector	\$26.90	\$33.70
Fire Prevention Inspector	\$26.90	\$33.70
Fire Official	\$23.75	\$29.73

STIPENDS

Registrar of Vital Statistics		\$2,932
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SCHEDULE "C" - CLASSIFICATION OF POSITIONS

Grade 1 & Grade 2	Reserved
Grade 3	Clerk Typist 1
Grade 4	Account Clerk 2; Clerk Typist 2/Receptionist
Grade 5	Secretary 1; Secretary 1/Deputy Registrar; Senior Account Clerk
Grade 6	Secretary 2; Secretary 2/Registrar; Senior Accounts and Controls Clerk; Violations Clerk
Grade 7	Assistant to the Municipal Clerk; Bookkeeper; Technical Assistant
Grade 8	Senior Citizen Program Coordinator
Grade 9	Assistant Tax Assessor; Building Inspector; Mechanical Inspector; Principal Engineering Aide; Public Health Investigator; Zoning Officer/Commercial Maintenance Inspector/Fire Inspector
Grade 10	Building Subcode Official; Fire Subcode Official; Registered Environmental Health Specialist; Fire Subcode Official/Building Inspector/Mechanical Inspector
Grade 11	Nurse/Health Educator; Senior Registered Environmental Health Specialist; Senior Registered Environmental Health Specialist /Housing Officer
Grade 12	Registered Environmental Health Inspector III