## AGREEMENT

West Windser, Township et

MERCER COUNTY, NEW JERSEY

and

THE TOWNSHIP

WHITE AND BLUE COLLAR WORKERS UNIT

AFFILIATED WITH LOCAL 1032

COMMUNICATION WORKERS OF AMERICA

| January 1, 1987, through December 31, 1988

## PREAMBLE

This agreement entered into this nineteenth day of May, 1987, by and between the Township of West Windsor, in the County of Mercer, New Jersey, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Township," and the Township White and Blue Collar Workers Unit, affiliated with Local 1032, Communication Workers of America AFL/CIO, hereinafter referred to as the "Union," represents the complete and final understanding on all bargainable issues between the Township and the Union.

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## ARTICLE I

## RECOGNITION

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

## FULL TIME

## BLUE COLLAR

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Public Works

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

Administration

(a) Custodian

#### WHITE COLLAR

Administration

- (a) Dispatcher
- (b) Records Clerk
- (c) Senior Records Clerk
- (d) Clerk/Stenographer
- (e) Receptionist/Typist
- (f) Clerk/Typist
- (g) Animal Control Officer
- (h) Secretary
- (i) Secretary II
- (j) Executive Secretary
- (k) Deputy Court Clerk
- (1) Assessing Clerk
- (m) Sewer Billing Clerk
- (n) Sewer Clerk
- (o) Tax Clerk
- (p) Payroll Clerk
- (q) Sanitary Inspector
- (r) Crossing Guard
- B. Excluded are the following from the Bargaining Unit:
  - Confidential employees
  - 2. Managerial employees
  - 3. Seasonal and part-time temporary employees except (r) above
  - 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 the executive management and administrative control of the Township government and its properties and facilities and the activities of its employees.
  - To establish a schedule for normal hours of work for employees covered by this agreement. The schedule may be changed at the discretion of the 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. 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.
- 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.
- C. Nothing contained herein shall be construed to deny or restrict the Township of its powers, rights, authority, duties and responsibilities under R.S. 40 and 40A or any other national, state, country 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 directed with one week's advance notice or sooner, by mutual consent, 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 three members of the Union may comprise the negotiating team and shall be allowed to attend negotiation sessions, without loss of pay, when such sessions are scheduled during normal working hours.
- C. The Union President shall have the right to take action while on duty if an emergency situation arises concerning Union business. He 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 will 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.
  - The posting of said notices shall be under the control of the Union representative.
  - 2. The Union shall submit to the Township Administrator, at the time of posting, a copy of said notice.
  - 3. The Township 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 members of the Union to attend the National Convention of the CWA-AFLCIO.

#### ARTICLE III

## UNION RIGHTS AND REPRESENTATIVES (Contd.)

- 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 shop stewards and to afford to those stewards those 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 Township. Such time off shall not be granted unless written approval is received by the Township Administrator no later than thirty (30) days prior to the scheduled training seminar or conference. No more than one person from any work unit 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 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 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 for inclusion into the personnel file, to any derogatory or adverse memoranda or documents. 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, will be given to the employee upon request. Derogatory or adverse material shall not be utilized in any disciplinary action after two (2) years from the date of the incident complained of in such material.

## ARTICLE VII

#### LAYOFF AND RECALL

- A. <u>Layoff</u>. Layoff means the separation of a full-time employee from his/her position for reasons other than delinquency or misconduct on his/her part. The employer agrees that employee layoffs shall be on the basis of seniority within function to be laid off beginning with temporary help, and last, full-time employees. In all cases, the Township shall provide fourteen (14) days written notice to employees to be laid off.
- B. Recall. Full-time employees in the appropriate title or with the necessary qualifications, skills and abilities for the position available will be recalled to work in the reverse order in which they were laid off by the Township. Notice of recall will 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 will 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 position with a lower salary rate than his/her previous position may refuse such position and remain eligible for recall. The recalled employee must report for reinstatement within fourteen (14) days after notice. If he/she does not so report, he/she shall have abandoned his/her recall right.

## ARTICLE VIII

#### WAGES AND CLASSIFICATIONS

- A. The classification and pay plan for employees in the bargaining unit is shown in Appendix "A" and is made a part of this agreement.
- B. The pay plan as shown in Appendix "A" shall become effective on January 2, for 1987, this being the beginning of the pay period.
- C. Employees shall be paid on the basis of twenty-seven (27) pay periods during the year 1987.
- D. For puposes of computing each employee's pay in 1987 the following shall apply:
  - Employees earning less than the beginning of the pay range in their assigned classification shall receive at least the minimum pay in that classification. for example, all employees in Classification III shall receive a minimum of \$14,000.
  - 2. If the employee's increase in salary from 1986 to 1987 based on Paragraph D.1. above, does not result in the employee's receiving at least a 6.55% increase, the employee's 1986 salary shall be adjusted to reflect a 6.55% increase.
  - 3. In addition to Paragraphs D.l. and D.2. above, the employee is eligible to receive an additional salary increase based on his/her length of service. This is shown in Appendix "B." Whether the employee receives all or part of this additional increase, will be based on the a written performance evaluation of the employee by his/her Department Head.
- E. Effective January 1, 1988, each employee covered by this agreement shall have his/her rate of pay increased by three percent (3%). This increase shall be based on the employee's rate of pay in effect on December 31, 1987.

## ARTICLE IX

## LONGEVITY

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

Upon completion of five (5) years of continuous and uninterrupted full-time service but less than ten (10) years of continuous and uninterrupted		
service.	\$300	
Upon completion of ten (10) years of continuous and uninterrupted full-time service but less than fifteen (15) years of continuous and uninterrupted		
service.	\$500	
Upon completion of fifteen (15) years of continuous and uninterrupted full-time service but less than twenty (20) years of continuous and uninterrupted full-time service	<b>\$7</b> 00	
Upon completion of twenty (20) years of continuous and uninterrupted full-time service but less than twenty-five (25) years of continuous and uninterrupted		
full-time service.	\$900	
Upon completion of twenty-five (25) years or more of continuous and uninterrupted full-time service.		
	\$1,100	

- B. All sums due as set forth above shall be paid on the first payday in November after the employee's anniversary date.
- C. All sums paid above shall be deemed earned weekly for purposes of proration upon the employee's termination.
- D. Eligibility for longevity payments are calculated from the date the employee begins his/her full-time status.

## ARTICLE X

#### OVERTIME

- A. Overtime work will be kept to a minimum and must be authorized in advance by the department head.
- B. White Collar Employees. White Collar employees, except dispatchers, who are directed to work in excess of thirty-five (35) hours, will be paid in either overtime at the rate of time and one-half their base rate or shall be granted compensatory time off, hour for hour, up to a maximum of twenty-one (21) hours, at which time the employee will be paid at the appropriate overtime rate. Prior to the twenty-one (21) hours it is at the employee's option as to whether he/she wishes to be paid or accumulate compensatory time.
  - 1. 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.
  - 2. 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 normal pay. In computing such overtime payments shall be made on the following basis:
    - (a) Up to the first 16 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 in 30 minute segments for all authorized time worked beyond the regular tour of duty.

The hourly rate is to be determined by dividing the employees annual base salary by 2080.

- C. <u>Blue Collar Employees</u>. Blue Collar employees, who are directed to work in excess of forty hours will be paid at the rate of time and one-half their base rate except that if such overtime is from midnight Friday to midnight Sunday, said employee will be paid at the rate of two (2) times their base rate for those hours worked.
- D. In computing overtime compensation, the nearest one-half hour shall be the smallest fraction of an hour to be reported.
- E. <u>Holidays</u>. 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.
- F. The Federal Fair Labor Standard Act. (Garcia Decision) shall act as the guideline for all overtime payments.

## ARTICLE X

## OVERTIME (Contd.)

- G. <u>Call-In</u>. All full-time employees, who are called into work by their supervisor and/or designee after their normal daily work shift, will be guaranteed a minimum of four hours pay at the appropriate premium or overtime rate.
- H. Anticipated overtime shall be scheduled and distributed by seniority 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 will 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.
- I. Unanticipated (emergency) overtime will be distributed on a rotational basis as outlined in Paragraph "G" whenever possible recognizing that generally time is of the essence in responding to emergencies.

## ARTICLE XI

#### MILITARY LEAVE

- A. A permanent 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.
  - A permanent employee, who enlists in a military reserve component or 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 permanent employee, who is a member of the National Guard or other U.S. military reserve component and 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. Permanent 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. The Township may, however, following discussion with the employee, adjust an employee's work schedule to enable that employee to attend drills yet fulfill all employment responsibilities without the need for additional time off.

## ARTICLE XII

#### JURY DUTY AND WITNESS LEAVE

- A. Jury Duty. A permanent employee shall be granted necessary time off without loss of pay when summoned and performs jury duty as prescribed by applicable law. In no event is an employee to be excused from work for more days than those of such duty performed. 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.
- Witness Duty. When a permanent employee is a party to litigation in a matter unrelated to his/her capacity as an employee of the Township, he/she shall not be granted time off without loss of pay if the appearance is during the scheduled work shift. Where the appearance is during a period immediately contiguous to the scheduled work shift and is related to his/her capacity as an employee, the employee shall be granted compensatory time off equal to the hours 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.

## ARTICLE XIII

## VACATIONS

A. Each full-time permanent employee shall be entitled to vacation leave based on his/her years of continuous service. Periods of a leave of absence without pay, except military leave as defined in Article XI, 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:

First Year	1/2 day per month
One Year through Seven Years	12 working days
Eight Years through Fourteen Years	17 working days
Fifteen Years through Twenty Years	20 working days
Over Twenty Years	25 working days

- 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 pay day 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 employees final pay. Should insufficient funds be available, the employee shall reimburse the Township for the difference to make up for the use of unearned days. If an employee terminates his/her employment prior to using his/her vacation entitlement, he/she shall be paid for vacation earned but not used.
- E. All vacation time, except five (5) days, must be used within the calendar year in which they are earned. An amount up to and including five (5) days may be carried over to the following year. However, should special conditions warrant, the administrator may make provision for additional accumulation.
- F. If an official holiday, recognized by the Township, occurs during an employee's vacation, he/she will be entitled to an additional day 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 yearly basis, for ease of administration, all calculations of vacation at time of employee resignation, termination, or retirement shall be on the basis of the exact anniversary date.

## ARTICLE XIII

## VACATIONS (Contd.)

- I. Permanent 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 days of such denial.

## ARTICLE XIV

#### HOLIDAYS

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

> New Year's Day Day After New Year's Day Martin Luther King Washington's Birthday Good Friday Memorial Day Independence Day Labor Day Columbus Day Veteran's Day Thanksgiving Day
>
> Day after Thanksgiving
>
> Christmas Day
>
> November 26, 1987 Christmas Day

January 1, 1987 January 2, 1987 January 19, 1987 February 16, 1987 April 17, 1987 May 25, 1987 July 3, 1987 September 7, 1987 October 12, 1987 November 11, 1987 December 25, 1987

- B. When a recognized holiday falls on a Saturday, it shall be observed on the prior Friday. When a recognized holiday falls on a Sunday, it shall be observed on the following Monday.
- In order to qualify for holiday pay, employees must work their scheduled workday immediately preceding the holiday and the scheduled workday immediately following the holiday, unless on excused absence.
- Whenever a holiday falls during the time an employee is on paid D. sick leave, that day will not be considered as sick leave. holiday should fall within an employee's vacation period, that employee will not be charged for a vacation day.
- E. Permanent part-time employees will receive the above holidays in proportion to the number of hours in their normal work day.
- \*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 normally enjoyed by 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 less 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

## ARTICLE XIV

## HOLIDAYS (Contd.)

such holiday within the calendar year, the dispatcher shall then in that event, be entitled to be compensated 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

- A. The Township shall provide each employee two (2) days off for personal use.
- B. It is understood that each day shall be approved in advance by the Employee's supervisor.
- C. One day is earned during each six-(6) month period of the Calendar Year.
- D. 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. Conversely, if an employee terminates employment and has not taken any personal days, he/she will be paid for one day if such termination is prior to July 1 and two days if such termination is on or after July 1.
- E. Personal days must be used in the year in which they are earned and cannot be used to extend a holiday.

## ARTICLE XVI

## SICK LEAVE

A. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease as follows:

## LENGTH OF SERVICE COMPLETED

TIME ALLOWED

Up to end of first calendar year of employment

1 day per month

Beginning of next calendar year and each successive calendar year

1-1/4 days per month

Sick leave may be accumulated up to a maximum of sixty (60) days.

- B. Part-time permanent employees shall be entitled to sick leave as established on a prorated basis.
- C. In the first calendar year of employment sick leave must be earned before it is taken. Beginning January 1 of the second calendar year of employment each employee is credited with fifteen (15) days sick leave plus any unused days carried over from prior years, up to the maximum allowable under this article.

If an employee should terminate employment during the year, a calculation will be made of sick days taken versus sick days earned. 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.

- D. 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.
- E. Failure to so notify his/her supervisor may be the cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
- F. Absence without notice for five (5) working days shall constitute a resignation.
- G. An employee, who shall be absent on sick leave for five (5) or more consecutive working days, shall submit, if required by Department Head/Administrator, acceptable medical evidence substantiating the illness.

## ARTICLE XVI

#### SICK LEAVE (Contd.)

- 1. An employee, who has been absent on sick leave for periods totalling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one (1) certificate shall be necessary for a period of six (6) months.
- 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.
- H. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
- I. 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, at the expense of the Township, by a physician designated by the Administrator. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health or safety of other employees.

#### ARTICLE XVII

#### INJURY LEAVE

- A. If an employee, in the line of duty, is incapacitated and 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 be the cause of denial of the use of injury leave for that absence and constitute cause for disciplinary action.
- E. Absence without notice for five (5) working days shall constitute a resignation.
- F. 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, at the expense of the Township, by a physician designated by the Administrator.

## ARTICLE XVIII

#### BEREAVEMENT LEAVE

- A. In the case of the death of a parent, grandparent, spouse, child, brother, sister, mother-in-law or father-in-law of an employee, or other relative residing in an employee's household, said employee shall be granted up to maximum of three (3) days leave within the period between the date of death and the date of burial.
- B. In the case of a death of an employee's aunt, uncle, cousins, nephew or niece, the employee shall be granted leave for the day of the funeral only.
- C. In the case of the death of two relatives as set forth in Paragraph "A" above within forty-eight 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 a 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 administrative personal leave balances if requested by the employee. Such absence will alternately be without pay.
- B. When weather conditions are such as to cause the Mayor or 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 in paragraph "A" above.

## ARTICLE XX

## UNEXCUSED ABSENCES

Absence without notice and approval for five (5) 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, upon written application setting forth the reasons, may be granted a leave of absence without pay for a maximum period of one (1) year by the Township. Further leave, in exceptional situations, may be granted by the Township where it is in the public interest.

Employees on leave of absence may pay for the benefits as allowed by the carriers. Said payment shall be made to thirty (30) days in advance so as to coincide with the billing period as established by the carriers.

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 half (1/2) an hour shall be docked for half (1/2) an hour.
- B. Any unexcused lateness between half (1/2) an hour and one (1) hour shall be docked for one (1) hour.
- C. Unexcused lateness of greater amounts shall be handled in similar half (1/2) hour increments.

All unexcused lateness shall subject the employee to disciplinary action, in addition to the above.

## ARTICLE XXIII

## INSURANCE

- A. All employees included in the bargaining unit will be provided with the following coverage by the Township. Included in this is the employee and his/her dependents:
  - 1. Comprehensive Blue Cross, Blue Shield and Rider "J" insurance; 1960 Series as amended (Blue Cross), and Prevailing Fee Blue Shield Program or Medi-Group Health Maintenance Plan.
  - 2. Major Medical Insurance Plan (\$1,000,000).

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

B. <u>Prescription Drug Plan</u>. The following prescription drug plan is available to each employee covered by the bargaining unit as outlined in "D" below.

The Township shall provide a \$2.00 prescription drug co-pay plan. This plan shall provide group members and their eligible dependents with 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.

C. <u>Dental Plan</u>. The following dental coverage is available to each employee covered by the bargaining unit as outlined in "D" below:

Preventive and Diagnostic 100%

Remaining Basic 70/30

Prosthodontics Benefits \$1,000 maximum/patient/year 50/50

Orthodontic

\$500 maximum/case

D. All full-time employees: Benefits paid in full by the Township for the employee and his/her legal dependents.

All permanent part-time employees who work in excess of twenty (20) hours per week: The Township shall pay for the benefits should the employee choose to participate.

All permanent part-time employees who work less than twenty (20) hours per week: The Township shall pay a prorated share of the benefits that the employee wishes to obtain. The Township's share shall be based on the percentage of the hours worked versus the hours of the standard work week (either 35 or 40).

#### ARTICLE XXIV

#### UNIFORMS

The Township provides each permanent full-time public works employee and the animal control officer with a clean shirt and clean pants for every working day (short sleeve for summer and long sleeve for the remainder of the year) together with two jackets for year round use and two winter coats with hoods. The Township will provide for a maximum of one pair of safety shoes per year. The style of shoe shall be chosen by the Township. The Township agrees to continue furnishing foul weather gear (raincoats, rain hats and boots) as needed and provide for all repair and replacement of uniforms.

The Township agrees to provide protective clothing, either a smock or coveralls at the direction of the employee, for the Sanitary Inspector and shall provide for the repair and cleaning of clothing damaged or soiled while working.

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

## ARTICLE XXV

#### MILEAGE

Whenever an individual employee is authorized and required to use their privately owned vehicle or as a condition of employment uses such vehicle, the Township will reimburse the employee for such sanctioned use twenty-two cents (\$0.22) for each mile so used. The requirement to utilize a privately-owned vehicle shall not be imposed where it causes undue hardship on the employee, or where an official Township vehicle is available. Employees, who do not hold a valid and current driver's license, shall not drive.

Authorization for such use is predicated on the individual maintaining basic automobile insurance and current registration as specified in the N. J. Motor Vehicle Registration. The Township shall provide appropriate, supplemental automobile insurance coverage to employees who are required to use their private vehicles for job-related assignments during designated working hours promulgated by the Township.

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

## ARTICLE XXVI

#### PROMOTION AND MERIT

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 permanent 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. Temporary promotional appointments shall be made only in cases of emergency. When an employee is given an opportunity on a trial or temporary basis to qualify for promotion by serving in a new position, their permanency in their former position shall be continuous during a three month trial or probationary period and the employee shall have the opportunity to return to the former position in the event the promotional opportunity does not become permanent provided there is no discharge for cause.
- D. Announcement of vacant or new permanent positions covered by the bargaining unit shall be posted on the bulletin boards for a period of seven (7) working days by the Township Administrator. Within this time employees interested in the job are to make a standard written application through their appropriate supervisor who in turn submit it to Township Administrator.
- E. In order to be considered for promotion an employee must have a clear work record. Any disciplinary action against the employee will be reviewed by the Township and the Union.
- F. 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.

## DESCRIPTION OF BLUE COLLAR PROMOTION PROGRAM

- G. The Township shall implement and put into operation a testing procedure by April 1, 1987, whereby Blue Collar employees with titles of Laborer/Truck driver, Equipment Operator I, Equipment Operator II will be given the opportunity for promotion in accordance with the guidelines listed below:
  - 1. The Township will provide field performance tests during the months of April and September. There will be no written test.

- 2. The test shall consist of but not be limited to: The ability to demonstrate the proper operation of the equipment listed in the job description of the title the test is being given for. The employee also must be able to demonstrate his/her 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, 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, 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 performing in the field, the functions listed in the above item (2) and as defined in the current job description for Equipment Operator III.
- 6. The testing of employees shall be administered by the Public Works director or his/her designee.
- 7. When an employee passes the test he/she shall be promoted to the title of the position tested for. The employee's pay shall be adjusted accordingly to an increase of 6% or to a rate equal to the minimum of the established range for the position being tested.
- 8. Employees may only be promoted once in any twelve (12) month period. Furthermore, the employee must be permanent in a current position for a period of six (6) months prior to applying for and being tested for advancement.
- 9. If an employee is tested and his/her performance is considered unsatisfactory, he/she has the right to reapply and be tested any future scheduled testing date. There is no limit on the number of times a person can take the performance test and there shall be no additional requirements imposed on being retested other than as set-forth herein.
- H. All other employees within the Blue Collar Unit with titles excluded in the above section "G" of Article XXVI shall be included in the merit plan established for the White Collar Workers.

The Township also seeks to establish a merit/performance appraisal program which will allow for increases in salary to all the employees not covered in the blue collar promotion program. The basis of the merit increase will be strictly on job performance. Management shall have the right to define, develop and implement a plan which it feels is in the best interest of the employees in the unit.

The union reserves the right to review the program at the conclusion of the initial year of this contract.

## ARTICLE XXVII

#### TUITION AID

- A. The Township shall, subject to the conditions set forth below, reimburse full-time, permanent employees for courses taken in subjects which are relevant to the employee's present position 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.
- B. The employee must request approval from the Township Administrator for taking all courses in advance of registering for the same, and the Township Administrator and the employee's supervisor shall have the sole discretion to approve or disapprove the same as relevant to the employee's position and is within current budget allocations.
- C. On completion of the said course, the employee shall be reimbursed fifty percent (50%) of the tuition, prescribed fees and books, upon submission of evidence of a passing grade and record of payment.
- 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 insufficient funds be available, the employee shall then pay the necessary difference.

#### ARTICLE XXVIII

#### 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 the Township policies and rules; or to specific instructions given to him/her; or has acted improperly, dishonestly, immorally, illegally or is in violation of any of the rules or regulations.
- 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 administrator.
  - Written reprimand from supervisor, department head or administrator.
  - 3. Demotion of employee by administrator.
  - Suspension from duty without pay by administrator.
  - 5. Fined by administrator.
  - 6. Separation from the service of the Township by administrator.

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

- C. Where the Township or designee may impose discipline, written notice 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.
- D. <u>Misconduct</u>. 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 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 recordings, if 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 Administrator, shall be subject to disciplinary action to include dismissal by the Township Administrator.

#### ARTICLE XXIX

#### 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 will 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 will then take it up with his/her supervisor. If no settlement is made within two (2) working days then the grievance will be put in writing within the next seven (7) working days and the Chief Steward or other union representative will take it up with the Township Administrator. Failure to act within stated time periods shall be deemed to constitute an abandonment of the grievance.

STEP II

The Township 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 Administrator will 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 Administrator, he/she shall have twenty (20) days from the date of the decision of the 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. arbitrable grievance is not settled through Steps I or II, either party may conducted 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 Township Administrator. Failure to act within ten (10) 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 XX1X

## GRIEVANCE PROCEDURE (Contd.)

An arbitration hearing shall not be scheduled sooner than thirty (30) days after the final decision of the Township 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 XXX

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## 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 a central personnel office and shall be made available to the Union upon request.

## ARTICLE XXXI

## OUT OF TITLE WORK

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

# ARTICLE XXXII

## LOCKOUTS

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

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#### ARTICLE XXXIII

#### 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 will 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 will 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 XXXIV

#### HEALTH AND SAFETY

Should a health and safety issue be identified, the Township Administrator or his/her designated representative agrees to 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 XXXV

#### 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.

Union dues shall be two (2) hours base pay per month, calculated on a forty (40) hour work week.

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.

Dues deducted shall be forwarded each month to the:

Secretary Treasurer Communications Workers of America AFL/CIO 1925 "K" Street, Northwest Washington, D.C. 20006

together with listing, in duplicate, showing the names and amounts deducted.

## ARTICLE XXXVI

## INDEMNIFICATION

The Union agrees to indemnity and hold the employee harmless against any and all claims, suits, orders or judgments brought or issued against the Township or the Union under the provisions of this Agreement.

## ARTICLE XXXVII

## SEPARABILITY AND SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members 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 XXXVIII

#### DURATION OF AGREEMENT AND FULLY BARGAINED PROVISIONS

- A. The terms and effects of this Agreement shall be in force commencing January 1, 1987, and shall remain in effect and full force through December 31, 1988. It shall be automatically renewed from December 31, 1988, 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 except 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 will 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 Mayor

Attest:

Township Clerk

THE TOWNSHIP WHITE AND BLUE COLLAR WORKERS UNIT AFFILIATED WITH LOCAL 1032 COMMUNICATIONS WORKERS OF AMERICA, AFL/CIO

> Alfred T. Woodrow President, Local 1032

William Manuel

Steward

Attest: George Seals

Attest:

Attest Cerenzo

# WEST WINDSOR TOWNSHIP POSITION CLASSIFICATION PLAN

#### APPENDIX A

\* . . . . . .

## Job Class 1

Receptionist/Typist

Job Class 2

Custodian Clerk/Stenographer

Job Class 3

Clerk/Typist Laborer/Truck Driver

## Job Class 4

Animal Control Officer
Deputy Court Clerk
Payroll Clerk
Records Clerk
Secretary
Sewer Billing Clerk
Sewer Clerk
Tax Clerk
Landfill Operator
Sewer Utilityman
Assessing Clerk

## Job Class 5

Dispatcher
Equipment Operator I
Senior Records Clerk
Secretary II
Executive Secretary

## Job Class 6

Equipment Operator II Road Crew Chief

Job Class 7

## Job Class 8

Equipment Operator III Sanitary Inspector

#### APPENDIX B

PLAN 2

(ELASSY) 3-24-87

1987 PAY PLAN BASED ON MONTHS OF SERVICE MATIRUM TO BE RECEIVED IS 40 MONTHS. ALL CALCULATIONS BASED ON USING 601 OF SPREAD

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3-24-87

PLAN 2 (CLASS9)

1967 PAY PLAN BASED ON MONTHS OF SERVICE MATERY TO BE RECEIVED IS AC MONTHS

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227	39 13,560	14,689 15,817	16,950 18,079	19,207	20,340	21,469	
228	40 13,600	14,732 15,864	17,000 16,132	19,264	20,400	21,532	
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245	5E 14,320	15,511 14,763	17,900 15,092	26,783	21,486	22,671	
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