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A G R E E M E N T

Between:

TOWNSHIP OF WEST WINDSOR
MERCER COUNTY, NEW JERSEY

and

THE TOWNSHIP
WHITE AND BLUE COLLAR WORKERS UNIT
AFFILIATED WITH MERCER COUNCIL 4
NEW JERSEY CIVIL SERVICE ASSOCIATION

January 1, 1979 through December 31, 1980

1979
1978

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PREAMBLE

This Agreement entered into this 11th day of JUNE, 1979 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 Mercer Council 4, New Jersey Civil Service Association, (hereinafter referred to as the "Association"), represents the complete and final understanding on all bargainable issues between the Township and the Association.

ARTICLE I.

RECOGNITION

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

	<u>FULL-TIME</u>	<u>PART-TIME</u>
Public Works: (Blue Collar Employees)	Custodian Road Crew Landfill Operator Assistant Sewer Plant- Operator/Lab Technician	
Police: (White Collar Employees)	Dispatcher	Crossing Guard
Clerical: (White Collar Employees)	Administrative Secretary- Construction, Planning and Zoning Secretary-Construction, Planning and Zoning Receptionist/Typist- Records Clerk (Police)	Tax Clerk Assessing Clerk Deputy Court Clerk Records Clerk- (Police)
Technical:	Sanitary Inspector Trainee	Dog Warden

B. Excluded are the following from the Bargaining Unit:

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

C. Full-time CETA employees in proper title are included in this unit.

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.

2. 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.

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

4. 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.

5. 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

ARTICLE II.
MANAGEMENT RIGHTS continued:

hereof are in 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, county or local laws or ordinances.

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

ARTICLE III.

ASSOCIATION RIGHTS AND REPRESENTATIVES

A. Access to Premises.

1. Association 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 Association 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. Association officials and representatives (shop stewards) shall have the chance 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. Three members of the Association Negotiation Committee shall be allowed to attend negotiation sessions, without loss of pay when such sessions are scheduled during normal working hours.

C. The Association President shall have the right to take action while on duty if an emergency situation arises concerning Association business. He shall request permission from his or her immediate supervisor to leave his or 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 Association in posting notices concerning Association business and activities. Further, duplicate notices may be posted by the Association at the Road Garage.

ARTICLE III.

ASSOCIATION RIGHTS AND REPRESENTATIVES continued:

1. The posting of said notices shall be under the control of the Association representative.

2. The Association 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 Association 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 Association to attend the State convention of the New Jersey Civil Service Association in accordance with N.J.S.A. 38:23-2.

G. The Association has the sole right and discretion to designate stewards and to specify their respective responsibilities and authority to act for the Association. The parties agree to accept three shop stewards and to afford to those stewards those privileges provided herein.

ARTICLE IV.

NON-DISCRIMINATION

A. The Township and the Association 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 Association.

B. The Township and the Association 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 Association 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 able to review and examine his or 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 or 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 may not be utilized in any disciplinary action after two years from the date of the incident complained of in such material.

ARTICLE VI.

SENIORITY

A. Seniority is defined as an employee's continuous length of service with the Employer beginning with his or her latest date of hire as a full-time permanent employee.

B. A newly hired full-time employee shall be considered without seniority until becoming permanent, which shall occur upon the completion of the six month probationary period.

C. Employee's seniority shall accumulate until there is a break in service for any reason, including but not limited to discharge for cause, retirement, laid off.

However, employee seniority accrued prior to his or her break in service shall be counted only if such break in service occurred because of lay-off and for no other reason.

ARTICLE VII.

LAYOFF AND RECALL

A. Layoff. Layoff means the separation of a full-time employee from his or her position for reasons other than delinquency or misconduct on his 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 proper written notice to employees to be laid off.

B. Recall. Full-time employees in the appropriate title or if the Employee has 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 the lower salary rate than his previous position may refuse such position and remain eligible for recall. The recalled employee must report for reinstatement within two weeks after notice. If he does not so report, he shall have abandoned his recall right.

ARTICLE VIII.

MILITARY LEAVE

A. A full-time 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 months thereafter. In case of service-connected illness or wound preventing the return to work, such leave shall be extended until three months after recovery but not beyond two years after the date of discharge.

1. A full-time 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. A temporary employees, facing the aforementioned military service training requirement, shall be recorded as having resigned.

2. A full-time 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 full-time employee the difference between the salary he would have made with the Township and the amount he actually made during active training duty. A temporary employee, who is required to undergo the aforementioned annual training shall be recorded as having resigned unless they opt to use accrued vacation for this purpose.

ARTICLE VIII.

MILITARY LEAVE continued:

3. Full-time 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, 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 IX.

JURY DUTY AND WITNESS LEAVE

A. Jury Duty. A full-time 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 they 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.

B. Witness Duty. When a full-time employee is summoned to appear as a witness before a Court, legislative committee, or judicial or quasi-judicial body, unless the appearance is as a party to the litigation in a matter unrelated to their capacity as an employee or office of the Township, they shall 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, 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 they performed the duty for which the leave was required.

ARTICLE X.

WAGES

FULL-TIME BLUE COLLAR EMPLOYEES

A. All blue collar employees whose salary as of December 31, 1978, was under \$9,000.00 shall receive on January 1, 1979, a 5% increase and on July 1, 1979, another 5% increase. In 1980 said Employees shall receive a 7% increase.

B. All blue collar employees whose salary as of December 31, 1978, was above \$9,000.00 shall receive a 7% increase as of January 1, 1979, and a 7% increase on January 1, 1980.

FULL-TIME WHITE COLLAR EMPLOYEES

A. All white collar employees whose salary as of December 31, 1978, was under \$8,000.00 shall receive on January 1, 1979, a 5% increase and on July 1, 1979, another 5% increase. In 1980 said Employees shall receive a 7% increase.

B. All white collar employees whose salary as of December 31, 1978, was above \$8,000.00 shall receive on January 1, 1979, a 7% increase and a 7% increase on January 1, 1980.

ALL PART-TIME EMPLOYEES

All part-time employees shall receive a 7% increase as of January 1, 1979, and another 7% increase on January 1, 1980.

ARTICLE XI.

VACATIONS

A. Each full-time employee shall be entitled to vacation time as follows:

- | | |
|---|---|
| -Upon completion of six months, but less than one year of continuous service - | Five (5) working days in the current calendar year. |
| -Upon completion of one year or more, but less than eight years of continuous service - | Ten (10) working days in the current calendar year. |
| -Upon completion of eight years or more, but less than fifteen years of continuous service - | Fifteen (15) working days in the current calendar year. |
| -Upon completion of fifteen years or more, but less than twenty-two years of continuous service - | Twenty (20) working days in the current calendar year. |
| -Upon completion of twenty-two years or more of continuous service - | Twenty-five (25) working days in the current calendar year. |

Example: An employee began service on October 15, 1971. On October 15, 1979, the Employee will reach his eighth anniversary of service and, therefore, will be entitled to fifteen (15) working days of vacation during the calendar year of 1979, even though he may take his total vacation before the actual anniversary date.

B. All vacation dates will be chosen on the basis of seniority within title.

C. All vacation time, except five (5) days, must be used and cannot be accumulated within the current calendar year. The five accumulated days must be used in the next succeeding year and cannot be further accumulated.

D. If an official holiday recognized by the Township occurs during an employee's vacation, he or she will be entitled to an additional day in lieu of the holiday.

ARTICLE XII.

HOLIDAYS

A. The following twelve holidays with pay are recognized in the Township for full-time employees:

	<u>1979</u>	<u>1980</u>
New Years Day	January 1	January 1
Washington's Birthday	February 19	February 18
Good Friday	April 13	April 4
Memorial Day	May 28	May 26
Independence Day	July 4	July 4
Labor Day	September 3	September 1
Columbus Day	1980 only	October 13
Veteran's Day	November 12	November 11
Thanksgiving Day	November 22	November 20
Day after Thanksgiving	November 23	November 21
Christmas Eve	December 24	December 24 (half day)
Christmas Day	December 25	December 25
New Year's Eve	December 31	December 31 (half day)

B. When a recognized holiday falls on a Sunday, it shall be observed on the following Monday. When such holiday falls on a Saturday, it shall be observed the prior Friday.

C. In order to qualify for holiday pay, employees must work their scheduled workday immediately preceding and scheduled workday immediately following the holiday, unless on excused absence.

ARTICLE XII.

HOLIDAYS continued:

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

ARTICLE XIII.

INSURANCE

A. The following coverage for each member of the Association and his or her dependents will be provided at the cost of the Township:

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 (\$100,000.00).

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

B. Prescription Drug Plan. The Township shall reimburse employees for prescriptions purchased up to a maximum amount of \$50.00 in any calendar year for prescriptions for the Employee and his immediate family (wife and children up to the age of 19) as per the Guidelines For Prescription Drug Contracts attached hereto and made a part hereof consisting of four pages. Payment for prescriptions shall be made on a semi-annual basis upon proper proof of purchase submitted to the Administrator.

Reimbursements will be authorized at the first public meeting in February and August. Vouchers must be submitted no later than July 15 for the period from January 1 through June 30 and no later than January 15 for the period of July 1 through December 31 of the prior year.

C. Dental Plan. The Township agrees to keep in full force and effect the present dental plan now in existence. In 1979 the Township shall provide up to \$250.00 per employee toward payment of said dental plan; but shall also pay full coverage for the one and two party coverage. In 1980 the Township shall pay full premiums for one party, two party and family coverage.

ARTICLE XIV.

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, who are directed to work in excess of thirty-five hours, will be paid either overtime at the rate of time and one-half their base rate or shall be granted compensatory time off, hour for hour, at the option of the Employee within each two week reporting period.

C. Blue Collar Employees. 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. Holidays. If an employee is called in to work overtime on a holiday he or she shall be paid for each holiday plus double their base rate.

F. Call-in. Employees, who are called into work by their supervisor and/or designee after their normal daily work shift, will be guaranteed a minimum of three hours pay at the appropriate premium or overtime rate.

G. 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

ARTICLE XIV.
OVERTIME continued:

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.

ARTICLE XV.

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.

B. During the first year of employment only, full-time employees shall be entitled to and accrue one (1) sick day per month during the remainder of the first calendar year of employment after initial employment. Thereafter, sick leave shall accrue on the basis of fifteen (15) days per calendar year per employee.

C. The minimum sick leave with pay shall accrue to any full-time employee on the basis of fifteen (15) working days per calendar year. The employees may accumulate up to a maximum of thirty (30) days sick leave and thereafter will not accrue sick leave.

D. Part-time permanent employees shall be entitled to sick leave as established on a pro-rated basis.

E. If an employee is absent for reasons that entitle him or her to sick leave, his or her supervisor shall be notified prior to the Employee's starting time.

F. Failure to so notify his or her supervisor may be the cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

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

H. An employee, who shall be absent on sick leave for five (5) or more consecutive working days, shall submit acceptable medical evidence substantiating the illness at employee's expense.

ARTICLE XV.

SICK LEAVE continued:

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.

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

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

J. The Township may require an employee, who has been absent because of personal illness, as a condition of his or 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 or her normal duties and that his or her return will not jeopardize the health or safety of other employees.

K. If an employee in the line of duty is incapacitated and unable to work because of an injury, he or she shall be entitled to injury leave with full pay during the period in which he or she is unable to perform his or 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.

ARTICLE XV.

SICK LEAVE continued:

L. Payment for absences due to illness should in no way be interpreted as an accumulated time off.

ARTICLE XVI.

FUNERAL LEAVE

A. In the case of the death of a parent, grandparent, spouse, child, brother or sister of an employee or other relative residing in an employee's household said employee will 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 in-laws the Employee will 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 reside outside the State of New Jersey, an employee may be granted an additional three (3) days leave subject to the Township's approval.

ARTICLE XVII.

PERSONAL DAYS

The Township shall provide each employee with one (1) personal day off in 1979 and two (2) personal days in 1980.

It is hereby understood that each day shall be approved in advance by the Employee's supervisor.

ARTICLE XVIII.

LONGEVITY

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

-Upon completion of five years of continuous and uninterrupted service but less than ten years of continuous and uninterrupted service -	\$200.00
-Upon completion of ten years of continuous and uninterrupted service but less than fifteen years of continuous and uninterrupted service -	\$300.00
-Upon completion of fifteen years of continuous and uninterrupted service but less than twenty years of continuous and uninterrupted service -	\$400.00
-Upon completion of twenty years of continuous and uninterrupted service but less than twenty-five years of continuous and uninterrupted service -	\$500.00
-Upon completion of twenty-five years or more of continuous and uninterrupted service -	\$600.00

B. All sums due as set forth above shall be paid on the payday closest to the Christmas holiday 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. Longevity pay shall not be retroactive prior to January 1, 1979.

ARTICLE XIX.

PROMOTION

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 continued during a three month trial or temporary 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.

ARTICLE XX.

TUITION AID

A. The Township shall, subject to the conditions set forth below, reimburse full-time permanent employees, who are members of the Association, 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 shall have the sole discretion to approve or disapprove the same as relevant to the Employee's position. For budgetary purposes, all requests for approval shall be submitted prior to July 1 for the Fall semester and November 1 for the Spring semester.

C. On completion of the said course, the Employee shall be reimbursed fifty per cent (50%) of the tuition and prescribed fees, upon submission of evidence of a passing grade and record of payment.

D. Any employee, who voluntarily terminates his or 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 per cent (100%) of the reimbursement.

ARTICLE XXI.

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; 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 the following forms:

1. Informal verbal reprimand by Supervisor, Department Head or Administrator.
2. Written reprimand from Supervisor, Department Head or Administrator.
3. Demotion of employee by Administrator.
4. 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 Association within seventy-two (72) hours after such notice.

ARTICLE XXI.

DISCIPLINARY ACTIONS continued:

D. Misconduct. In the event a formal charge of misconduct is made by the Township against an employee, and if he so represents, he shall be entitled to an Association 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 Association, if present, may request and receive a copy of any recordings, if made.

ARTICLE XXII.

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 any controversy arising over the interpretation, application, or violation of policies, agreements and administrative decisions affecting the terms and conditions of employment and may be raised by an individual, the Association or the Township.

2. No grievance may proceed beyond Step 2 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 2 herein.

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 aggrieved or the Association shall institute action under the provisions hereof within three (3) working days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and his or her Department Head for the purpose of

ARTICLE XXII.

GRIEVANCE PROCEDURE continued:

resolving the matter informally. Failure to act within said three working days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within five (5) working days of the initial discussion with his or her Department Head, the employee or the Association may present the grievance in writing within five (5) working days thereafter to the Township Administrator. The written grievance at this step shall contain the relevant facts and the remedy requested by the grievant. The Administrator will answer the grievance in writing within ten (10) working days of the receipt of the written grievance. Failure to act within said five working days shall be deemed to constitute an abandonment of the grievance.

Step Three: If the grievance is not settled through Steps One and Two, or if no answer has been received by the Association within the time set forth in Step Two, the Association may appeal the decision of the Administrator, such appeal being presented in writing to the Township Committee within ten (10) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute, including the applicable section of the contract violated and the remedy requested. Failure to act within said ten days shall be deemed to constitute an abandonment of the grievance. The Township Committee shall respond, in writing, to the grievance within twenty (20) working days of the submission. The decision of the Township Committee shall be final and binding.

ARTICLE XXIII.

OTHER MATTERS AGREED UPON

A. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

B. In the presentation of a grievance, the aggrieved party shall have the right to present his own grievance or to designate a representative to act on the aggrieved party's behalf and represent him.

There will be no loss of pay if a grievance hearing is scheduled while the aggrieved party, Association representative and/or witnesses are on duty.

C. An employee and his Association representative may consult during working hours to process a grievance matter, but they must first obtain permission from their respective supervisor to leave their post. Such permission shall not be unreasonably withheld.

D. Nothing in this agreement or procedure shall be construed to limit or negate the right of the aggrieved party to pursue his appellate remedies from an adverse determination.

ARTICLE XXIV.

GENERAL PROVISIONS

A. Inclement Weather. 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. Unexcused absences. Absence without notice and approval for five (5) days or failure to return from any leave of absence shall be considered a resignation.

C. Leave of Absence Without Pay. All employees 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 year by the Township. Further leave in exceptional situations may be granted by the Township where it is in the public interest.

D. Upon receipt of a lawfully executed written authorization from an employee, the Township agrees to deduct the regular monthly Association dues of said employee from their paycheck. This deduction will be submitted to an Association official so designated in writing to receive such deductions. The Association will notify the Township in writing of the exact amount of such regular membership dues to be deducted. This authorization shall be irrevocable during the term of this agreement.

E. The Association agrees to indemnify and hold the Employee harmless and against any and all claims, suits, orders or judgments brought or issued against the Township or the Association under the provisions of this agreement.

ARTICLE XXIV.

GENERAL PROVISIONS continued:

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

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

1. Any unexcused lateness up to half an hour shall be docked for half an hour.

2. Any unexcused lateness between half an hour and one hour shall be docked for one full hour.

3. Unexcused lateness of greater amounts shall be handled in similar half hour increments.

All unexcused latenesses shall subject the Employee to disciplinary action, in addition to the above.

H. Uniforms. The Township shall provide each permanent full-time employee of the Road Department 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 three jackets for year round use. The Township agrees to continue furnishing foul weather gear (raincoats, rainhats and boots). The Township shall provide for all repair and replacement of these uniforms.

I. The Township agrees that members of the Association may wish to join the New Jersey Civil Service Association Credit Union, and the Township agrees to withhold any and all payments to said Credit Union on proper authorization from Association members.

J. All part-time employees shall receive benefits from the Township in proportion to the hours they work in relationship to the hours a full-time employee works in the same position.

ARTICLE XXIV.
GENERAL PROVISIONS continued:

K. 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 Association to discuss incidents of contracting or subcontracting whenever it becomes apparent that a layoff or job displacement shall result therefrom.

L. 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 seventeen cents (\$.17) in 1979 and eighteen cents (\$.18) in 1980 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.

M. Job Classification. A system to job classification with appropriate position descriptions shall be established by the Township by January 1, 1980.

ARTICLE XXIV.

GENERAL PROVISIONS continued:

M. Job Classification continued:

Copies of these position descriptions will be maintained in a central personnel office and will be made available to the Association upon request.

N. The Township Administrator agrees to meet with the Association Safety and Health Committee quarterly at a time mutually convenient to all parties.

ARTICLE XXV.

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 XXVI.

DURATION OF AGREEMENT AND FULLY BARGAINED PROVISIONS

A. The terms and effects of this agreement shall be in force commencing January 1, 1979, and shall remain in effect and full force through December 31, 1980. It shall be automatically renewed from December 31, 1980, for two year periods unless either party shall give written notice sixty 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 thirty 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 Association and negotiated, upon the request of the Association, as may be required under Chapter 303 of N.J. Laws and as amended.

C. Within thirty days after signing of this 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 this agreement to all employees in the Unit within a reasonable period of time after the Agreement has been executed.

SIGNATURE PAGE

THE TOWNSHIP WHITE AND BLUE COLLAR WORKERS UNIT

AFFILIATED WITH MERCER COUNCIL 4

NEW JERSEY CIVIL SERVICE ASSOCIATION

By: Edward W. Shupe

Attest:

James K Vandegrift

James A Gallos

Navy L Burr Jr. Mercer Council 4

THE TOWNSHIP OF WEST WINDSOR

MERCER COUNTY, NEW JERSEY

By: Carol Beske

Attest:

Barbara J Evans