

AGREEMENT

Between:

TOWNSHIP OF WEST WINDSOR
MERCER COUNTY, NEW JERSEY

and

THE TOWNSHIP
WHITE AND BLUE COLLAR WORKERS UNIT
AFFILIATED WITH LOCAL 1032
COMMUNICATION WORKERS OF AMERICA

* * * * *
* * * * * X January 1, 1991, through December 31, 1992 * * * * *

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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

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

WHITE COLLAR

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

B. Excluded are the following from the Bargaining Unit:

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

ARTICLE II

MANAGEMENT RIGHTS

- A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States of America, including, but without limitation, the generality of the foregoing, the following rights:
1. To the executive management and administrative control of the Township government and its properties and facilities and the activities of its employees.
 2. To establish a schedule for normal hours of work for employees covered by this agreement (thirty-five [35] hours per week for the white-collar employees and forty [40] hours per week for dispatchers and the blue-collar employees). The schedule may be changed at the discretion of the 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 national, state, county or local laws or ordinances.
- D. All of the terms and conditions of employment not specifically set forth herein and not specifically covered by existing statutes are hereby reserved by the Township as its management rights.

ARTICLE III

UNION RIGHTS AND REPRESENTATIVES

A. Access to Premises

1. Union officials and duly authorized representatives (shop stewards), whose names and identifications have been previously sent to and acknowledged by the Township, shall be admitted to the premises of the Township on Union business. Requests for such visits shall be 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 four members of the Union may comprise the negotiating team and shall be allowed to attend negotiation sessions, without loss of pay, when such sessions are scheduled during normal working hours. In departments with ten (1) employees or less, no more than one employee on duty may be released for collective bargaining.

C. The Union Shop Stewards shall have the right to take action while on duty if an emergency situation arises concerning Union business. He 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.

1. 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 (2) members of the Union to attend the National Convention of the CWA-AFL/CIO.

ARTICLE III

UNION RIGHTS AND REPRESENTATIVES (Continued)

- G. The Union has the sole right and discretion to designate stewards and to specify their respective responsibilities and authority to act for the Union. The parties agree to accept three (3) shop stewards and 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 Union. Such time off shall not be granted unless written request is received by the Township Administrator no later than fourteen (14) days prior to the scheduled training seminar or conference. No more than two (2) persons may attend such seminar or conference at any given time, nor shall more than two employees from the Township be excused for attendance at such seminars or conferences for more than five (5) days 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.

ARTICLE VI

SENIORITY

- A. Seniority is defined as an employee's continuous length of service with the employer beginning with his/her latest date of hire as a full-time, regular employee.
- B. An employee shall be considered without seniority until becoming a full-time regular employee, which shall occur upon the completion of the probationary period. The probationary period shall be six months.
- C. An employee shall lose his/her seniority only if:
 - 1. He/she voluntarily leaves the employ of the Township due to a resignation in good standing.
 - 2. Having been laid off for lack of work, he/she fails to report to the Township for work within fourteen (14) days after receiving written recall from the Township by certified mail. Upon receipt of such notice, employee shall make known his/her intention within seven (7) days.
 - 3. He/she is discharged for just and sufficient cause.
- D. Employees who are laid off due to lack of work and recalled at a later date, subject to the provisions of Section "C," Paragraph "2" above shall retain all seniority accumulated prior to the time that the layoff occurred.

ARTICLE VII

LAYOFF AND RECALL

- A. Layoff. 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. It is specifically understood that seniority rules are applicable only if two (2) employees have equal ability to perform the work.
- 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 are shown in Appendix "A" and Appendix "B" and are made a part of this agreement.
- B. The Pay Plan as shown in Appendix "B" shall become effective retroactively to January 1, for 1991, this being the beginning of the pay period.
- C. Employees shall be paid on the basis of 26.1 pay periods in 1991 and 26.2 in 1992.
- D. For purposes of determining each employee's salary in 1991 and 1992 a step system developed in 1988 shall be used and extended.
 - 1. The 1991 and 1992 salaries are determined by moving over one column and down one step for 1991 and again in 1992, until such time as the top step of the scale is reached. At the top step of the scale, the employee moves over one (1) column.

ARTICLE IX

LONGEVITY

- A. The Township agrees to provide each full-time regular 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. \$550

Upon completion of ten (10) years of continuous and uninterrupted full-time service but less than fifteen (15) years of continuous and uninterrupted service. \$950

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. \$1350

Upon completion of twenty (20) years of continuous and uninterrupted full-time service. \$1750

- B. All lump sum distributions will be paid on the first payday in December of the anniversary year.
- 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. Full-time 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.

The hourly rate is to be determined by dividing the employees' annual base salary by 1827 in 1991 and 1834 in 1992.

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

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 2088 in 1991 and 2096 in 1992.

- D. Blue Collar Employees. Blue Collar employees work a 40 hour work week. A Blue Collar employee who is authorized, directed or required to work longer than his regularly scheduled work program and receives approval for overtime, shall be paid at the rate of time and one-half his normal pay.

ARTICLE X

OVERTIME (Continued)

In determining such overtime, payment 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 in addition to the regularly scheduled work day.
- (e) All time worked in addition to one full consecutive overtime shift (that is - the 3rd consecutive shift worked) will be paid at double time, based on the employee's hourly rate.

The hourly rate is to be determined by dividing the employee's annual base salary by 2088 in 1991 and 2096 in 1992.

- E. Holidays. If an employee is called in to work overtime on a holiday, he/she shall be paid for each holiday plus double his/her base rate.
- F. The Federal Fair Labor Standard Act, 29 CFR 553, et seq. shall act as the guideline for all overtime payments.
- G. Call-In. "Call-In" time shall be defined as unscheduled time worked after an employee has been released from his regularly scheduled work day that does not tie into a succeeding work day. Full time employees who are called in to work by their supervisor and/or designee, will be guaranteed a minimum of four hours pay at the appropriate overtime rate.

When Call-In occurs prior to a normal work shift but not more than 4 hours prior to that normal work shift (consecutive 8 hours), the following shall apply:

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

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ARTICLE X

OVERTIME (Continued)

- H. Anticipated overtime shall be scheduled and distributed on a rotational basis by position within the unit without discrimination, provided it does not impair operations. Employees within the unit, who are qualified and capable of performing the work shall be called upon to perform such overtime work. The Township shall give the employee as much advance notice as possible relative to the scheduling of overtime work. An employee who refuses overtime with a reasonable excuse will not be disciplined. Any employee who refuses overtime without a reasonable excuse 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 "H" whenever possible recognizing that generally time is of the essence in responding to emergencies.

ARTICLE XI

MILITARY LEAVE

- A. A regular employee, who is summoned to active duty with the military in time of war or emergency shall be granted a leave of absence without pay for the period of service and three (3) months thereafter. In case of service-connected illness or wound preventing the return to work, such leave shall be extended until three (3) months after recovery but not beyond two (2) years after the date of discharge.
1. A regular employee, who enlists in a military reserve component or is required to perform an initial period of active duty training pursuant to the 1955 Reserve Forces Act (Reserve Enlistment Program) shall be granted a leave of absence without pay for the training period, which is not considered military leave.
 2. A regular employee, who is a member of the National Guard or other U.S. military reserve component and is required to undergo annual field training or other active training duty, shall be granted a leave of absence for such period, which shall be in addition to regular vacation leave. During such leave of absence the Township shall pay the employee the difference between the salary he/she would have made with the Township and the amount he/she actually made during active training duty.
 3. Regular employees, who are members of the National Guard, must be given time-off with pay to attend required drills, which is in addition to vacation, sick and administrative leaves. 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 regular 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. Any employee called for jury duty shall be required to return to work when not actively serving on a jury or when released prior to 2:00 P.M.
- B. Witness Duty. When a regular employee is a party to litigation in a matter unrelated to his/her capacity as an employee of the Township, he/she shall not be granted time off without loss of pay if the appearance is during the scheduled work shift. The employee shall notify the Township immediately of the requirement for this leave, and subsequently furnish evidence that he/she performed the duty for which the leave was required.

ARTICLE XIII

VACATIONS

- A. Each full-time regular 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:

During first six (6) months	No vacation
Seventh through twelfth months	6 working days
One year through five years	12 working days
Six years through eight years	15 working days
Nine years through fourteen years	17 working days
Fifteen years or more	20 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 employee's 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. Additional time in special circumstances may be granted if requested and approved by the Township Administrator. Said request shall be made in writing and be subject to the approval of the employee's supervisor and the Township Administrator. No request will be granted by the Administrator unless said request is received by the Administrator's Office on or before December 1 of the year during which vacation time was accumulated. Decision on requested carry over of vacation days in excess of five (5) will be returned from Administrator within three (3) working days.
- 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.

ARTICLE XIII

VACATIONS (Continued)

- 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.
- I. Regular part-time employees shall be eligible for vacation in accordance with the ratio of the number of hours in their regular work week divided by the number of hours in their department's work week applied to the above allotments.
- J. If, at any time, vacation leave is denied, a written explanation shall be given to the affected employee within five days of such denial.

ARTICLE XIV

HOLIDAYS

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

<u>Holiday</u>	<u>1991</u>	<u>1992</u>
New Year's Day	January 1	January 1
Martin Luther King	January 21	January 20
Washington's Birthday	February 18	February 17
Good Friday	March 29	April 17
Memorial Day	May 27	May 25
Independence Day	July 4	July 4
Labor Day	September 2	September 7
Columbus Day		October 12
Veteran's Day	November 11	November 11
Thanksgiving Day	November 28	November 26
Day after Thanksgiving	November 29	November 27
Christmas Eve	*December 24	December 24
Christmas Day	December 25	December 25
Day after Christmas	December 26	

*Denotes substitute holiday

- 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.
- C. In order to qualify for holiday pay, employees must be paid for their scheduled workday immediately preceding the holiday and the scheduled workday immediately following the holiday.
- D. Whenever a holiday falls during the time an employee is on paid sick leave, that day 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.
- E. Regular 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.

ARTICLE XIV

HOLIDAYS (Continued)

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

1. Employees covered under this Agreement shall be allowed two (2) days of personal business leave annually with the approval of the Department Head. Such leave shall be non-cumulative. The form for requesting such leave shall contain a list of possible reasons for which such leave may be taken, such as:
 - a. Religious ceremony involving child or grandchild.
 - b. Marriage of a member of the employee's immediate household.
 - c. Graduation of a child, spouse or self.
 - d. House closing.
 - e. Religious holiday.
 - f. Birth of a child to spouse or to a child of an employee.
 - g. Comprehensive examination for a degree.
 - h. Visitation of a college to which an employee or child of the employee is contemplating attending.
 - i. Emergency, such as fire, flood, robbery at home.
 - j. Other for which a specific reason must be given and subject to sole discretion of the Department Head. Such discretion shall not be unreasonably withheld.
2. A personal business day application shall, except in cases of emergency, be made at least five (5) working days prior to the personal day to be taken.
3. The employee making his application for personal business leave must indicate the aforementioned alphabetized reason for which the day is being taken.
4. The application form shall contain a specific acknowledgment by the employee that personal leave may not be taken for the purposes of recreation.
5. Personal days shall not be taken on a day immediately prior to or on the day immediately after a holiday, sick or vacation day.
6. Only employees with one (1) or more years of service shall be eligible to utilize this Article. Employees hired prior to 1991 will be bound by the previous contract.

ARTICLE XV

PERSONAL DAYS (Continued)

7. For the purposes of clear record keeping, one day is credited during each six (6) month period of the Calendar Year. If an employee terminates employment voluntarily or involuntarily prior to July 1 and has already taken two personal days, one day shall be paid back to the Township.

ARTICLE XVI

SICK LEAVE

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

B. Number of days, accumulation:

In the first calendar year of employment sick leave must be accumulated before it can be taken.

Category "A" - Employees starting work on or after January 1, 1989, are granted up to ten (10) days of sick leave per year. Said employees are identified as belonging to Category "A."

- One sick leave day is granted following each 36 days worked.
- Beginning January 1 of the second calendar year of employment, each Category "A" employee is credited with ten (10) sick-leave days plus any unused days carried over from prior years, up to the maximum allowable under this article.

Category "B" - Employees employed by the Township prior to January 1, 1989, are granted fifteen (15) days of sick leave per year until they have accumulated service of three (3) years, at which time they shall accumulate sick days at the rate of ten (10) days per year. Said employees are identified as belonging to Category "B."

- One and one-quarter sick leave day is granted following each 30 days worked.
- Beginning January 1 of the second calendar year of employment, each category "B" employee is credited with fifteen (15) sick-leave days plus any unused days carried over from prior years, up to the maximum allowable under this article.

Unused sick leave days shall be accumulated up to a maximum of sixty (60) days.

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

ARTICLE XVI

SICK LEAVE (Continued)

Part-time regular employees shall be entitled to sick leave as established on a prorated basis. They shall also be separated in categories "A" and "B" related to their date of initiation of work with the Township.

- C. If an employee is absent for reasons that entitle him/her to sick leave, his/her supervisor shall be notified within one (1) hour of the employee's starting time.
- D. Failure to so notify his/her supervisor may be the cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
- E. An employee, who shall be absent on sick leave for five (5) or more consecutive working days, shall submit, if required by Department Head/Administrator, acceptable medical evidence substantiating the illness.
 - 1. An employee, who has been absent on sick leave for periods totalling ten (10) days in one calendar year consisting of periods of 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.
- G. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of health shall be required.
- H. The Township may require an employee who has been absent because of personal illness as a condition of his/her return to duty to be examined, 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.
- I. An employee who has in excess of five (5) days unused annual sick time and has maintained a balance of twenty (20) days sick time (in accordance with the major illness provision) may elect to sell the excess days back to the Township at forty percent (40%) of the value of the day.

ARTICLE XVI

SICK LEAVE (Continued)

Major Illness or Major Injury Leave

- J. Upon the completion of three (3) years of accumulated full-time service with the Township, each full-time regular employee shall be entitled to up to one (1) year of sick leave with full pay for a non-work connected major illness or injury, which illness or injury shall be certified by the Township Physician as an illness or injury which would prevent the employee from performing his/her normal duties (or other suitable duties for which the employee was physically qualified), and because of which the employee must be absent beyond twenty (20) consecutive work days. (Said twenty [20] days shall be applied against the accumulated sick leave in Section "B.")

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

If the employee does not have enough accumulated sick days to cover the twenty (20) work days for a major illness or injury, he/she may use vacation and/or personal days.

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

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

ARTICLE XVII

INJURY LEAVE

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

ARTICLE XVIII

BEREAVEMENT LEAVE (Paid)

- A. In the case of the death of a parent, step-parent, grandparent, spouse, child, stepchild, brother, sister, current mother-in-law or current father-in-law of an employee, or other relative residing in an employee's household, said employee shall be granted up to maximum of five (5) 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 (2) relatives as set forth in Paragraph "A" above within forty-eight (48) hours of each other, the employee shall be entitled to a maximum of six (6) days leave between the date of the first death and the date of the second burial.
- D. In the case of 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 personal day 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 three (3) consecutive working days in a calendar year or failure to return when scheduled from any leave of absence shall be considered a resignation.

ARTICLE XXI

LEAVE OF ABSENCE WITHOUT PAY

All employees covered by this agreement, 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 thirty (30) days in advance so as to coincide with the billing period as established by the carriers. In accordance with COBRA regulations, the Township assesses a two percent (2%) administrative fee.

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

ARTICLE XXII

LATE FOR WORK

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

- A. Any unexcused lateness up to 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 (including chronic tardiness) shall subject the employee to disciplinary action, in addition to the above.

ARTICLE XXIII

INSURANCE

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

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

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

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

The Township shall provide a \$2.00 prescription drug co-pay plan. This plan shall provide coverage for the cost of drugs and contraceptives which according to federal law, may be dispensed only upon prescription written by a physician, dentist or other professional who is licensed to write prescriptions.

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

- Preventive and Diagnostic	100%
- Remaining Basic	70/30
- Prosthodontics Benefits (\$1,000 maximum/patient/year)	50/50
- Orthodontic	\$500 maximum/case

D. Prescription eye program. The Township shall provide to each employee covered by the bargaining unit, as outlined in "E" below, a reimbursement of up to \$250.00 per year for eye exams and/or corrective lenses. Bills must be submitted within thirty (30) days of the end of the calendar year in which they were incurred.

ARTICLE XXIII

INSURANCE (Continued)

E. ALL FULL-TIME EMPLOYEES:

- Hired prior to January 1, 1991, benefits will be paid in full by the Township for the employee and his/her legal dependents.
- Employees hired prior to January 1, 1991 and then transferred to a part-time position at a later date have the option to continue to have paid benefits.
- Hired January 1, 1991 or thereafter:
During the probationary period: individual medical benefits only.

Following the probationary period:

Full health insurance benefits (including prescription, dental, and eye glass) for employee only.

Additional coverage for family members is optional and at the expense of the employee.

REGULAR PART-TIME EMPLOYEES:

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

ARTICLE XXIV

UNIFORMS

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

For every uniformed employee for whom the Township purchases uniforms, the Township shall annually reimburse the employee \$100.00 per year for cleaning costs.

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.

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

ARTICLE XXV

MILEAGE

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

Authorization for such use is predicated on the individual's maintaining basic automobile insurance and current registration as specified in the N. J. Motor Vehicle Registration.

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

ARTICLE XXVI

PROMOTION

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

II. SKILL LEVEL PROMOTIONS: White & Blue Collar Programs

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

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

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

ARTICLE XXVI

PROMOTION (Continued)

In the event a skill level promotion is approved, the employee's salary will be adjusted to the same step in the appropriate job classification.

A. White Collar Promotion Program:

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

B. Blue Collar Promotion Program:

1. The Township will provide field performance tests two times a year of the contract.
2. The tests shall consist of but not be limited to: an evaluation of the ability to demonstrate the proper operation of the equipment listed in the job description of the title the test is being given for. The employee also must be able to demonstrate 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 drive classification and shall be based upon performance in the field of the functions listed in the above item (2) and as defined in the current job description for Equipment Operator I.
4. The Equipment Operator II test shall be open to all employees with the title of Equipment Operator I and shall be based upon field performance of the functions listed in the above item (2) and as defined in the current job description for Equipment Operator II.
5. The Equipment Operator III test shall be open to all employees with the title of Equipment Operator II and shall be based upon performance in the field of the functions listed in the above item (2) and as defined in the current job description for Equipment Operator II.

ARTICLE XXVI

PROMOTION (Continued)

6. The testing of employees shall be administered by the Public Works director of his/her designee.
7. If an employee is tested and his/her performance is considered unsatisfactory, he/she has the right to reapply and be tested on any future scheduled testing date. There 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.

III. Temporary Promotions:

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

ARTICLE XXVII

TUITION AID

- A. The Township shall, subject to the conditions set forth below, reimburse full-time, regular 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

MATERNITY LEAVE

Maternity leave may be taken for a maximum period of four (4) months, of which the employee is responsible for the first twenty (20) days (through use of accumulated sick days, personal days, or vacation time), and the Township will provide paid leave for the additional three (3) months. If additional time off is desired beyond the four months; accumulated sick days, vacation time or comp time may be used, or the employee may apply for Family Leave of Absence.

Through the entire maternity leave period (both paid and approved unpaid), the Township will pay the employee's benefits.

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

ARTICLE XXIX

RETIREMENT BENEFITS

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

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

ARTICLE XXX

DISCIPLINARY ACTIONS

- A. Disciplinary action may be taken against any employee when it is believed that the employee is not conforming to the letter or spirit of 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.
 2. Written reprimand from supervisor, department head or Administrator.
 3. Demotion of employee by Administrator.
 4. Suspension from duty without pay by Administrator.
 5. Fine 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 (if practicable) of such discipline shall be given to the employee prior to imposition of said penalty. Such notice shall contain a reasonable specification of the nature of the charge, a general description of the alleged acts and/or conduct upon which the charge is based and the nature of the discipline. The name of any employee, who is notified of disciplinary action, shall be transmitted to the Union within seventy-two (72) hours after such notice.

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

ARTICLE XXX

DISCIPLINARY ACTIONS (continued)

- D. Misconduct. In the event a formal charge of misconduct is made by the Township against an employee, and if he/she so represents, he/she shall be entitled to a Union representative as a witness or as an advisor during any subsequent interrogation of the employee concerning said charge. No tape recording of such procedure shall be made without notification to the employee. There shall be no presumption of guilt. The employee and/or the Union, if present, may request and receive a copy of any tape recordings, 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 XXXI

GRIEVANCE PROCEDURE

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

The following procedure 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. If the 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 twenty (20) days shall be deemed to constitute an abandonment of the grievance unless the aggrieved party and the Township Committee shall mutually agree upon a longer period of time within which to assert such a demand.

ARTICLE XXXI

GRIEVANCE PROCEDURE (Continued)

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

JOB CLASSIFICATION

A system of job classification with appropriate position descriptions shall be utilized by the Township. Copies of position descriptions shall be maintained in a central personnel office and shall be made available to the Union upon request.

ARTICLE XXXIII

OUT-OF-TITLE WORK

When an employee is required to perform work in a higher classification, said employee 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 percent (6%) over the employee's existing rate.

ARTICLE XXXIV

LOCKOUTS

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

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

ARTICLE XXXV

SUBCONTRACTING OF WORK

If during the term of this Agreement, the Township contracts or subcontracts work normally performed by employees covered by this Agreement and such action results in layoff or job displacement, employees affected 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 XXXVI

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 XXXVII

DUES DEDUCTION

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

Annual union dues shall be 1.15% of base salary.

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
900 Brunswick Avenue
Trenton, New Jersey 08638

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

ARTICLE XXXVIII

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 XXXIX

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 XL

DURATION OF AGREEMENT AND FULLY BARGAINED PROVISIONS

- A. The terms and effects of this Agreement shall be in force commencing January 1, 1991, and shall remain in effect and full force through December 31, 1992. It shall be automatically renewed from December 31, 1992, 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

By: Robert E. Murray
Robert E. Murray
Mayor

Attest: Barbara G. Evans
Barbara G. Evans
Assistant Administrator/Township Clerk

THE TOWNSHIP WHITE AND BLUE COLLAR WORKERS UNIT

AFFILIATED WITH LOCAL 1032

COMMUNICATIONS WORKERS OF AMERICA, AFL/CIO

By: Pete Cerenzo
Pete Cerenzo
President, Local 1032

By: David Heyns
David Heyns
Shop Steward

By: George Seals
George Seals
Shop Steward

By: Theresa Fiori
Theresa Fiori
Shop Steward

By: Peggy Nix
Peggy Nix
Shop Steward

By: Nick Gallacchio
Nick Gallacchio
Local 1032

REVISED
APPENDIX A

WEST WINDSOR TOWNSHIP
POSITION CLASSIFICATION PLAN

Job Class 1

Job Class 2

Custodian
Receptionist/Stenographer

Job Class 3

Clerk/Typist
Laborer/Truck Driver
Sewer Utilityman I

Job Class 4

Animal Control Officer
Deputy Court Clerk
Records Clerk
Secretary
Finance Clerk I

Job Class 5

Construction Control Person
Dispatcher
Finance Clerk II
Equipment Operator I
Senior Records Clerk
Secretary II
Sewer Utilityman II

Job Class 6

Equipment Operator II
Road Crew Chief
Executive Secretary

Job Class 7

Job Class 8

Equipment Operator III
Sanitary Inspector

CLASS I

	1990	1991	1992
	\$14,500 - \$19,500	\$14,935 - \$20,085	\$15,383 - \$20,688
0	\$14,500	\$14,935	\$15,383
1	\$15,000	\$15,450	\$15,914
2	\$15,500	\$15,965	\$16,444
3	\$16,000	\$16,480	\$16,974
4	\$16,500	\$16,995	\$17,505
5	\$17,000	\$17,510	\$18,035
6	\$17,500	\$18,025	\$18,566
7	\$18,000	\$18,540	\$19,096
8	\$18,500	\$19,055	\$19,627
9	\$19,000	\$19,570	\$20,157
10	\$19,500	\$20,085	\$20,688

Class II

	1990	1991	1992
	\$15,500 - \$20,500	\$15,965 - \$21,115	\$16,444 - \$21,748
0	\$15,500	\$15,965	\$16,444
1	\$16,000	\$16,480	\$16,974
2	\$16,500	\$16,995	\$17,505
3	\$17,000	\$17,510	\$18,035
4	\$17,500	\$18,025	\$18,566
5	\$18,000	\$18,540	\$19,096
6	\$18,500	\$19,055	\$19,627
7	\$19,000	\$19,570	\$20,157
8	\$19,500	\$20,085	\$20,688
9	\$20,000	\$20,600	\$21,218
10	\$20,500	\$21,115	\$21,748

CLASS III

	1990	1991	1992
	\$16,500 - \$21,500	\$16,995 - \$22,145	\$17,505 - \$22,809
0	\$16,500	\$16,995	\$17,505
1	\$17,000	\$17,510	\$18,035
2	\$17,500	\$18,025	\$18,566
3	\$18,000	\$18,540	\$19,096
4	\$18,500	\$19,055	\$19,627
5	\$19,000	\$19,570	\$20,157
6	\$19,500	\$20,085	\$20,688
7	\$20,000	\$20,600	\$21,218
8	\$20,500	\$21,115	\$21,748
9	\$21,000	\$21,630	\$22,279
10	\$21,500	\$22,145	\$22,809

CLASS IV

	1990	1991	1992
	\$17,500 - \$22,500	\$18,025 - \$23,175	\$18,566 - \$23,870
0	\$17,500	\$18,025	\$18,566
1	\$18,000	\$18,540	\$19,096
2	\$18,500	\$19,055	\$19,627
3	\$19,000	\$19,570	\$20,157
4	\$19,500	\$20,085	\$20,688
5	\$20,000	\$20,600	\$21,218
6	\$20,500	\$21,115	\$21,748
7	\$21,000	\$21,630	\$22,279
8	\$21,500	\$22,145	\$22,809
9	\$22,000	\$22,660	\$23,340
10	\$22,500	\$23,175	\$23,870

CLASS V

	1990	1991	1992
	\$18,500 - \$23,830	\$19,055 - \$24,545	\$19,627 - \$25,281
0	\$18,500	\$19,055	\$19,627
1	\$19,033	\$19,604	\$20,192
2	\$19,566	\$20,153	\$20,758
3	\$20,099	\$20,702	\$21,323
4	\$20,632	\$21,251	\$21,888
5	\$21,165	\$21,800	\$22,454
6	\$21,698	\$22,349	\$23,019
7	\$22,231	\$22,898	\$23,585
8	\$22,764	\$23,447	\$24,150
9	\$23,297	\$23,996	\$24,716
10	\$23,830	\$24,545	\$25,281

CLASS VI

	1990	1991	1992
	\$19,500 - \$25,160	\$20,085 - \$25,915	\$20,688 - \$26,692
0	\$19,500	\$20,085	\$20,688
1	\$20,066	\$20,668	\$21,288
2	\$20,632	\$21,251	\$21,888
3	\$21,198	\$21,834	\$22,489
4	\$21,764	\$22,417	\$23,089
5	\$22,330	\$23,000	\$23,690
6	\$22,896	\$23,583	\$24,290
7	\$23,462	\$24,166	\$24,891
8	\$24,028	\$24,749	\$25,491
9	\$24,594	\$25,332	\$26,092
10	\$25,160	\$25,915	\$26,692

CLASS VII

	1990	1991	1992
	\$20,500 - \$26,500	\$21,115 - \$27,295	\$21,748 - \$28,114
0	\$20,500	\$21,115	\$21,748
1	\$21,100	\$21,733	\$22,385
2	\$21,700	\$22,351	\$23,022
3	\$22,300	\$22,969	\$23,658
4	\$22,900	\$23,587	\$24,295
5	\$23,500	\$24,205	\$24,931
6	\$24,100	\$24,823	\$25,568
7	\$24,700	\$25,441	\$26,204
8	\$25,300	\$26,059	\$26,841
9	\$25,900	\$26,677	\$27,477
10	\$26,500	\$27,295	\$28,114

CLASS VIII

	1990	1991	1992
	\$21,500 - \$28,500	\$22,145 - \$29,355	\$22,809 - \$30,236
0	\$21,500	\$22,145	\$22,809
1	\$22,200	\$22,866	\$23,552
2	\$22,900	\$23,587	\$24,295
3	\$23,600	\$24,308	\$25,037
4	\$24,300	\$25,029	\$25,780
5	\$25,000	\$25,750	\$26,523
6	\$25,700	\$26,471	\$27,265
7	\$26,400	\$27,192	\$28,008
8	\$27,100	\$27,913	\$28,750
9	\$27,800	\$28,634	\$29,493
10	\$28,500	\$29,355	\$30,236