

A G R E E M E N TBetween

Township of West Windsor  
Mercer County, New Jersey

and

THIS DOES NOT  
CIRCULATE

The Township  
White and Blue Collars Workers Unit  
Affiliated With Mercer Council 4, Local 1040  
Communications Workers of America, AFL/CIO

**LIBRARY**  
Institute of Management and  
Labor Relations

APR 17 1981

RUTGERS UNIVERSITY

January 1, 1981 through December 31, 1982

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PREAMBLE

This Agreement entered into this            day of            19  
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, Local 1040 Communications Workers of  
America, AFL/CIO (hereinafter referred to as the "Union"),  
represents the complete and final understanding of all bargain-  
able issues between the Township and the Union.

ARTICLE I.

RECOGNITION

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

	<u>Full Time</u>	<u>Part Time</u>
<u>Blue Collar</u>		
Public Works	(a) Road Crew (b) Landfill Operator (c) Equipment Operator II (d) Equipment Operator I (e) Laborer/Truck Driver	
Sewer Operations	(a) Sewer Clerk (b) Utilityman	
Administration	(a) Custodian	
<u>White Collar</u>		
Police	(a) Dispatcher (b) Records Clerk	(a) Crossing Guard (b) Clerk/Typist
Administration	(a) Administrative Asst. Planning & Zoning (b) Secretary (c) Sanitary Inspector (d) Animal Control Officer (e) Receptionist/Typist	(a) Tax Clerk (b) Dep. Court Clerk (c) Assessing Clerk

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.

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 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.

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 this agreement and conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its powers, rights, authority, duties and responsibilities under R.S. 40 and 40A or any other national, state, 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.

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. Three members of the Union Negotiation Committee shall be allowed to attend negotiation sessions, without loss of pay, when such sessions are scheduled during normal working hours.

C. The Union President shall have the right to take action while on duty if an emergency situation arises concerning Union business. He shall request permission from his/her immediate supervisor to leave his/her post before any action is taken and such permission shall not be unreasonably withheld.

D. The Township will provide space on the existing bulletin board located outside the lunch room in the Township Municipal Building for the use of the Union in posting notices concerning Union business and activities. Further, duplicate notices may be posted by the Union at the Road Garage.

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

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 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 seminars and conferences sponsored by the Union and approved by the Township. Such time off shall not be granted unless written approval is received by the Township Administrator no later than thirty (30) days prior to the scheduled training seminar or conference. No more than one person from any work unit may attend such seminar or conference at any given time, nor shall more than two employees from the Township be excused for attendance at such seminars or conferences for more than five (5) days for each employee during the term of this agreement.

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

ARTICLE IV.

NON-DISCRIMINATION

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 non-membership, or legal Association activity permitted herein. The parties further agree not to interfere with the right of employees to become or not to become members of the Union.

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

ARTICLE V.

ACCESS TO PERSONNEL FILES

A. Upon written request and with reasonable notice an employee shall be permitted to review and examine his/her personnel file in the presence of an appropriate representative of the Township. Requests from the employee for copies of documents in the file shall be honored.

B. If any material, derogatory or adverse to the employee is placed in his/her personnel file, a copy of such material shall be sent to the employee. No document of anonymous origin against an employee shall be eligible for the personnel file. An employee may file a written response of reasonable length, for inclusion into the personnel file, to any derogatory or adverse memoranda or documents. Copies of any written documents, relating to discipline or the work performance of any employee, which are to be used by the Township in any disciplinary proceedings, grievance hearings, or final evaluation report, will be given to the employee upon request. Derogatory or adverse material shall not be utilized in any disciplinary action after two 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/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. 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 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 14 days 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 fourteen (14) days after notice. If he does not so report, he shall have abandoned his recall right.

ARTICLE VIII.

WAGES AND CLASSIFICATIONS

A. The classification of employees in the bargaining unit is shown in Appendix "A" and is made a part of this agreement.

B. The pay plan for the year 1981 and 1982 for employees in the bargaining unit is shown in Appendix "B" and is made a part of the agreement.

C. In order to provide for a one-week interval between the end of the pay period and the day of pay, the revised 1981 salaries will be adjusted as shown on Appendix "C" which is made a part of this agreement.

D. The classification position of the employees in the bargaining unit is shown in Appendix "C." Employees employed prior to February 1, 1981 move from one incremental step to another through Step "F" on January 1 of each calendar year. Employees employed after February 1, 1981 will move from one incremental step to another through Step "F" on their anniversary date.

ARTICLE 1X.

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 first payday in December 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 X.

OVERTIME

A. Overtime work will be kept to a minimum and must be authorized in advance by the Department Head.

B. White Collar Employees. White collar employees, except dispatchers, who are directed to work in excess of thirty-five 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.

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

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

(a) Up to the first 16 minutes -- no pay.

(b) 16 through 30 minutes -- 30 minutes pay.

(c) 31 through 60 minutes -- 1 hour pay.

(d) Thereafter, overtime shall be paid in 30 minute segments for all authorized time worked beyond the regular tour of duty.

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

C. 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/she shall be paid for each holiday plus double their base rate.

ARTICLE X OVERTIME (Continued)

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 work at the appropriate premium or overtime rate.

G. Anticipated overtime shall be scheduled and distributed by seniority on a rotational basis by position within the unit without discrimination, provided it does not impair operations. Employees within the unit, who are qualified and capable of performing the work shall be called upon to perform such overtime work. The Township shall give the employee as much advance notice as possible relative to the scheduling of overtime work. An employee, who refuses overtime with a reasonable excuse will not be disciplined. Any employee, who refuses overtime without a reasonable excuse will not be offered additional overtime opportunities until all other employees in the unit shall have been offered the same opportunities without regard to seniority. A list showing the rotational order and the overtime status of each employee shall be prominently posted on a bulletin board in the work area.

H. Unanticipated (emergency) overtime will be distributed on a rotational basis as outlined in Paragraph "G" whenever possible recognizing that generally time is of the essence in responding to emergencies.

ARTICLE XI.

MILITARY LEAVE

A. A 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.
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.
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, 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 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 litigation in a matter unrelated to their capacity as an employee 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 and is related to their capacity as an employee, the employee shall be granted compensatory time off equal to the hours required for such duty. The employee shall notify the Township immediately of the requirement for this leave, and subsequently furnish evidence that they performed the duty for which the leave was required.

ARTICLE XIII.

VACATIONS

Each full-time permanent employee shall be entitled to vacation leave based on their years of continuous service. Periods of a leave of absence without pay, except military leave as defined in Article XI, shall be deducted from the employee's total continuous service for purposes of determining the earned service credit for vacation leave. Vacations with pay shall be granted to employees as follows:

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

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.

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.

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. 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.

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

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.

Scheduling of vacation must be approved by the appropriate supervisor with consideration given to workload and scheduling requirements.

Although vacation leave is allocated and available on a yearly basis, for ease of administration, all calculations of vacation at time of employee resignation, termination, or retirement shall be on the basis of the exact anniversary date.

ARTICLE XIII. VACATIONS (Continued)

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.

If, at any time, vacation leave is denied, a written explanation shall be given to the affected employee within five days of such denial.



ARTICLE XIV.

HOLIDAYS

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

New Year's Day  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve (half day)  
Christmas Day  
New Year's Eve (half day)

B. When a recognized holiday falls on a Saturday, it shall be observed on a 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 work their scheduled workday immediately preceding and scheduled workday immediately following the holiday, unless on excused absence.

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. Permanent part-time employees will receive the above holidays in proportion to the number of hours in their work schedule divided by the number of hours in their unit's work schedule.

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

\*G. The holiday year shall be the twelve (12) month period commencing January 1 and ending December 31, and all holiday days shall be scheduled within the calendar year in which they occur. In the event that the Chief of Police shall fail

ARTICLE XIV. HOLIDAYS (Continued)

to schedule a holiday day by November 30th 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

The Township shall provide each employee two (2) days off for personal use.

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

One day is earned during each six 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. Conversely, if an employee terminates employment and has not taken any personal days he/she will be paid for one day if such termination is prior to July 1 and two days if such termination is on or after July 1.

Personal days must be used in the year in which they are earned.

ARTICLE XVI.

SICK LEAVE

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

<u>Length of Service Completed</u>	<u>Time Allowed</u>
Up to end of first calendar year of employment	1 day per month
Beginning of next calendar year and each successive calendar year	1-1/4 days per month

Sick leave may be accumulated up to a maximum of thirty (30) days.

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

C. In the first calendar year of employment sick leave must be earned before it is taken. Beginning January 1 of the second calendar year of employment each employee is credited with fifteen days sick leave plus any unused days carried over from prior years, up to the maximum allowable under this article.

If an employee should terminate employment during the year a calculation will be made of sick days taken versus sick days earned. If the days taken are in excess of days earned he/she shall reimburse the Township for the unearned days taken.

D. If an employee is absent for reasons that entitle him/her to sick leave, his/her supervisor shall be notified within one hour of the employee's starting time.

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

F. Absence without notice for five (5) working days shall constitute a resignation.

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

ARTICLE XVI. 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.

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

I. The Township may require an employee, who has been absent because of personal illness, as a condition of his/her return to duty to be examined, at the expense of the Township, by a physician designated by the Administrator. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health or safety of other employees.

ARTICLE XVII.

INJURY LEAVE

A. If an employee, in the line of duty, is incapacitated and unable to work because of an injury, he/she shall be entitled to injury leave with full pay during the period in which he/she is unable to perform his/her duties, as certified by the Township's physician. Such payments shall be for up to one (1) year or until the employee is placed on disability leave or pension, whichever occurs first, and reduced by any payment received from Worker's Compensation.

B. An employee who is injured while working at a place of employment, other than the Township, shall forfeit his/her rights to Township injury or sick leave benefits.

C. If an employee is absent for reasons that entitle him/her to injury leave, his/her supervisor shall be notified within one hour of the employee's starting time.

D. Failure to so notify his/her supervisor may be the cause of denial of the use of injury leave for that absence and constitute cause for disciplinary action.

E. Absence without notice for five (5) working days shall constitute a resignation.

F. The Township may require an employee, who has been absent because of injury, as a condition of his/her return to duty to be examined, at the expense of the Township, by a physician designated by the Administrator.

ARTICLE XVIII.

BEREAVEMENT LEAVE

A. In the case of the death of a parent, grandparent, spouse, child, brother, sister, mother-in-law or father-in-law of an employee, or other relative residing in an employee's household, said employee shall be granted up to maximum of three (3) days leave within the period between the date of death and the date of burial.

B. In the case of a death of an employee's aunt, uncle, cousins, nephew or nieces, the employee shall be granted leave for the day of the funeral only.

C. In the case of the death of two relatives as set forth in Paragraph "A" above within forty-eight hours of each other, the employee shall be entitled to a maximum of six (6) days leave between the date of the first death and the date of the second burial.

D. In the case of a death of a relative or in-law as set forth in Paragraph "A" or "B" above, who resides outside of the State of New Jersey, an employee may be granted up to three (3) additional days leave subject to the Township's approval.

ARTICLE XIX.

INCLEMENT WEATHER

1. 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.

2. 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 "1" above.

ARTICLE XX.

UNEXCUSED ABSENCES

Absence without notice and approval for five (5) working days in a calendar year or failure to return when scheduled from any leave of absence shall be considered a resignation.

ARTICLE XXI.

LEAVE OF ABSENCE WITHOUT PAY

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

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:

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

ARTICLE XXIII.

INSURANCE

A. The following coverage for each member of the Union and his/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 (\$1,000,000).

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 \$75.00 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 January 1 through December 31 of the prior year.

C. Dental Plan. The Township will provide dental coverage for all full time employees and their families as follows:

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



ARTICLE XXIV.

UNIFORMS

The Township provides each permanent full-time employee of the Road and Sewer Units 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) as needed and shall provide for all repair and replacement of uniforms.

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

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

Foul weather gear will be provided for the animal control officer.

ARTICLE XXV.

MILEAGE

Whenever an individual employee is authorized and required to use their privately owned vehicle or as a condition of employment uses such vehicle, the Township will reimburse the employee for such sanctioned use twenty cents (\$0.20) in 1981 and twenty-two cents (\$0.22) in 1982 for each mile so used. The requirement to utilize a privately-owned vehicle shall not be imposed where it causes undue hardship on the employee, or where an official Township vehicle is available. Employees, who do not hold a valid and current driver's license, shall not drive.

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

ARTICLE XXVI.

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 continuous 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.

D. Announcement of vacant or new positions that are permanent shall be posted on the bulletin boards for a period of seven (7) working days by the Township Administrator. Within this time employees interested in the job are to make a standard written application through their appropriate supervisor who in turn will discuss it with the Township Administrator.

E. In order to be considered for promotion an employee must have a clear work record. Any disciplinary action against the employee will be reviewed by the Township and the Union.

F. The Township reserves the right to determine the requirements for any position affected by the contract. If no employee submits a written application within the time limit, the Township shall fill the vacancy in any manner which it shall determine appropriate.

ARTICLE XXVII

TUITION AID

A. The Township shall, subject to the conditions set forth below, reimburse full-time, permanent employees for courses taken in subjects which are relevant to the employee's present position at undergraduate or graduate levels, accredited four year colleges, accredited two year junior colleges, extension divisions of accredited colleges, county community colleges and technical or business schools.

B. The employee must request approval from the Township Administrator for taking all courses in advance of registering for the same, and the Township Administrator and the employee's supervisor shall have the sole discretion to approve or disapprove the same as relevant to the employee's position and is within current budget allocations.

C. On completion of the said course, the employee shall be reimbursed fifty percent (50%) of the tuition and prescribed fees, 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.

ARTICLE XXVIII.

DISCIPLINARY ACTIONS

A. Disciplinary action may be taken against any employee when it is believed that the employee is not conforming to the letter or spirit of the Township policies and rules; or to specific instructions given to him/her; or has acted improperly, dishonestly, immorally, illegally or is in violation of any of the rules or regulations.

B. Depending on the seriousness of the matter, disciplinary action against employees shall be in following forms:

1. Informal verbal reprimand by supervisor, department head or administrator.
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 Union within seventy-two (72) hours after such notice.

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 recording of such procedure shall be made without notification to the employee. There shall be no presumption of guilt. The employee and/or the Union, if present, may request and receive a copy of any recordings, if made.

ARTICLE XXIX

GRIEVANCE PROCEDURE

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

The following procedure will be observed:

STEP I. Any employee having a grievance shall first take it up with the Chief Steward or another representative authorized by the Union within five (5) working days of the 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 refer the matter to arbitration. Arbitration shall be 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 ten (10) days following the determination of the Township Administrator. Failure to act within ten (10) days shall be deemed to constitute an abandonment of the grievance unless the aggrieved party and the Township Committee shall mutually agree upon a longer period of time within which to assert such a demand.

ARTICLE XXIX 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 and on all parties.

The costs for the services of the arbitrator shall be borne equally between the Township and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

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

ARTICLE XXX.

JOB CLASSIFICATION

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

ARTICLE XXXI

LOCKOUTS

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

ARTICLE XXXII

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 XXXIII

HEALTH AND SAFETY

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

ARTICLE XXXIV

DUES DEDUCTION

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

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

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

Dues deducted shall be forwarded each month to the:

Secretary Treasurer, Communications Workers of America,  
A.F.L./C.I.O., 1925 K. Street, Northwest Washington,  
D.C. 2006.

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

ARTICLE XXXV

INDEMNIFICATION

The Union agrees to indemnify 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 XXXVI

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 XXXVII

DURATION OF AGREEMENT AND FULLY BARGAINED PROVISIONS

A. The terms and effects of this agreement shall be in force commencing January 1, 1981, and shall remain in effect and full force through December 31, 1982. It shall be automatically renewed from December 31, 1982, 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 WHITE AND BLUE COLLAR WORKERS UNIT  
AFFILIATED WITH MERCER COUNCIL 4, LOCAL 1040  
COMMUNICATIONS WORKERS OF AMERICA, AFL/CIO

By: Robert C. [unclear], Local 1040 CWA

Attest: Edward W. [unclear]

Elaine Clausen

James A. [unclear]

Thomas [unclear] CWA

Jack [unclear] CWA

COMMUNICATIONS WORKERS OF AMERICA, AFL/CIO

THE TOWNSHIP OF WEST WINDSOR  
MERCER COUNTY, NEW JERSEY

By: [unclear]

Attest: Barbara J. Evans

WEST WINDSOR TOWNSHIP  
POSITION CLASSIFICATION PLAN  
FOR EMPLOYEES OF THE BARGAINING UNIT

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Job Class 6

Sanitary Inspector  
Roads Crew Chief  
Equipment Operator II

Job Class 5

Administrative Assistant

Job Class 4

Equipment Operator I  
Landfill Operator  
Sewer Utilityman

Job Class 3

Secretary  
Dispatcher  
Tax Clerk  
Deputy Court Clerk  
Records Clerk  
Sewer Clerk

Job Class 2

Animal Control Officer  
Laborer/Truck Driver

Job Class 1

Custodian  
Receptionist/Typist  
Clerk/Typist

WEST WINDSOR TOWNSHIP

## P A Y P L A N S

1 9 8 1

JOB CLASS	A	B	C	D	E	F
1	\$ 8,142	\$ 8,630	\$ 9,118	\$ 9,606	\$ 10,094	\$ 10,582
2	8,956	9,493	10,030	10,567	11,104	11,641
3	9,852	10,443	11,034	11,625	12,216	12,807
4	10,837	11,387	12,037	12,687	13,337	13,987
5	11,920	12,635	13,350	14,065	14,780	15,495
6	13,112	13,899	14,686	15,473	16,260	17,047

1 9 8 2

1	\$ 8,386	\$ 8,874	\$ 9,362	\$ 9,850	\$ 10,338	\$ 10,826
2	9,225	9,762	10,299	10,836	11,373	11,910
3	10,148	10,739	11,330	11,921	12,512	13,103
4	11,162	11,712	12,362	13,012	13,662	14,312
5	12,278	12,993	13,708	14,423	15,138	15,853
6	13,505	14,292	15,079	15,866	16,653	17,440

	1981 RECLASSIFICATION	DIFFERENCE BETWEEN 1980 & 1981 RECLASS.	1 WEEK/1981 RECLASS.	ADJUSTED ANNUAL
	(5.41/hr) \$ 7,033.00	\$	\$ 135.25	\$ 6,897.95
9.00	15,473.00	1,734.00	297.56	15,175.44
8.00	11,920.00	1,272.00	229.23	11,690.77
1.00	12,687.00	1,066.00	243.98	12,443.02
5.00	9,118.00 + 12.00	742.00	175.35	8,942.65
4.00	13,112.00	1,342.00	252.15	12,859.85
3.00	11,387.00	968.00	218.98	11,168.02
2.00	(5.41/hr) 6,817.00	1,197.00	113.61	6,703.39
1.00	8,956.00	931.00	172.23	8,783.77
0.00	9,493.00	1,324.00	182.56	9,310.44
0.00	10,567.00 +75.00 to 5/1/81	666.00	203.21	10,363.79
0.00	10,582.00 +91.00	790.00	203.50	10,378.50
0.00	(5.41/hr) 7,033.00	1,235.00	135.25	6,897.75
0.00	11,387.00	1,360.00	218.98	11,168.02
0.00	16,260.00	1,376.00	312.69	15,947.31
0.00	9,852.00	852.00	189.46	9,662.54
0.00	9,852.00	852.00	189.46	9,662.54

	1981 RECLASSIFICATION	DIFFERENCE BETWEEN 1980 & 1981 RECLASS.	1 WEEK/1981 RECLASS.	ADJUSTED ANNUAL
400.00	\$11,387.00	\$ 987.00	\$ 218.98	\$11,168.02
	(4.31/hr)			
451.00	(4.74/hr) 4,930.00	479.00	98.40	4,835.20
560.00	9,852.00	1,292.00	189.46	9,662.54
89.00	11,625.00	2,236.00	223.56	11,401.44
89.00	11,625.00	2,236.00	223.56	11,401.44
	(4.99/hr) 6,487.00	533.00	124.75	6,362.25
	(4.99/hr) 6,487.00	533.00	124.75	6,362.25

Memorandum of Understanding

Agency Shop

The Township and the Union agree to continue negotiation on the matter of Agency Shop (Assembly Bill A-688) and to incorporate said matter as an addendum to this agreement once both the Township and the Union reach an amicable resolution.

*August H. Bauer 3/31/81*  
*Robert O. Jaeger 3/31/81*