

THIS DOES NOT
CIRCULATE

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14-38

AGREEMENT FOR
WASHINGTON TOWNSHIP ROAD DEPARTMENT ASSOCIATION

This Agreement, entered into this 19 day of March, 1979, by and between the Township of Washington, of the County of Morris, and State of New Jersey, hereinafter called the "Township", and the Washington Township Road Department Association, hereinafter called the "Road Department", representing the complete and final understanding on all bargainable issues between the Township and the Road Department.

ARTICLE I

The term of this Agreement shall be for the period commencing January 1, 1978, and ending December 31, 1979.

LIBRARY
Management and

1979

ROTCERS UNIVERSITY

ARTICLE II

RECOGNITION AND SCOPE

The Township hereby recognizes Washington Township Road Department Association as the sole and exclusive negotiating unit for all members of the Washington Township Road Department, under the New Jersey Employer-Employee Relations Act of 1968 and the Public Employment Relations Commission for New Jersey established under such law. This Agreement shall govern all wages, rights and working conditions of the Washington Township Road Department.

ARTICLE III

GRIEVANCE

I The employee shall have the right to take a grievance on any issue involving his working conditions, employment, promotion and infringement of rights arising under this contract.

II Any Public Employee taking a grievance under this contract shall at his request, have as assistance a representative and/or an attorney of his choosing, at the second level or any succeeding level.

III Any representative chosen by the grievant from the ranks of the Washington Township Road Department shall not be penalized by the Township and time off to assist in the prosecution of the grievance shall be granted.

IV Any grievance or dispute which may arise between the parties concerning a provision in this Agreement, including the application, meaning or interpretation of this Agreement, or any grievance or dispute which may arise out of or between the Public Employee and a superior from or concerning any matter which relates to or affects the Public Employee in his capacity as an employee shall be settled in the following manner:

1. The Public Employee having a grievance shall give notice of the grievance to the Road Department Supervisor within ten (10) days of the date on which the grievance was deemed to have occurred. Notice of the grievance shall be in writing and submitted in duplicate.

2. In the event that the grievance is not settled or resolved within ten (10) days from the date written notice was given, the Road Department Supervisor shall forward a copy of the grievance to the Township Committeeman designated as Road Department Chairman and Township Administrator, together with the action taken by the Road Department Supervisor. It shall then be incumbent upon the said Committeeman to arrange a meeting at a reasonable time and place at which time the Public Employee and his representative and/or attorney of his choosing, serving notice of the grievance shall be given an opportunity to be heard by the Township Committee.

3. If the grievance is not settled or resolved at the Township Committee level, the aggrieved employee shall have the right to submit the grievance to binding arbitration within fifteen (15) days in accordance with the rules and procedures of the American Arbitration Association.

a. The arbitrator's decision shall be set down in writing and shall set forth his finding of fact, reasoning and conclusion on the issues submitted. The arbitrator shall be without power to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of the contract between both parties. The decision of the arbitrator shall be submitted to both sides simultaneously, and shall be binding on both sides.

b. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel,

subsistence expenses and the cost of the hearing room shall be borne equally by the Township and the Public Employee. Any other expenses incurred shall be paid by the party incurring same.

c. All actions taken on grievances must be reduced to writing and a copy supplied to the Public Employee.

d. A grievance or dispute shall be deemed settled and resolved if, during any step in the grievance procedure, the Public Employee entertaining the grievance gives written notice that the matter has been settled to his satisfaction. Said written notice may be by notation upon the original notice of grievance or by separate notation. In either event, same must be signed by the party bringing the grievance or dispute.

ARTICLE IV

Salaries of the Washington Township Road Department shall be as follows:

Year 1978

Road General Foreman	\$ 14,400.00
Road Foreman	13,850.00
Senior Mechanic	13,450.00
Machine Operator	\$ 6.00 per Hour
Truck Driver	5.80 per Hour
Laborer/Truck Driver	4.85 per Hour
Laborer	4.30 per Hour

Year 1979

Road General Foreman	\$ 15,625.00
Road Foreman	15,075.00
Senior Mechanic	14,700.00
Machine Operator	\$ 6.60 per Hour
Truck Driver	6.35 per Hour
Laborer/Truck Driver	5.35 per Hour
Laborer	4.65 per Hour

ARTICLE V

OVERTIME AND SPECIAL DUTY

Full time employees shall receive 12 holidays per year.

A. The work week and salary for the Washington Township Road Department shall be computed on a forty hour week. Said week shall be determined in accordance with the schedule prepared by the Road Department Supervisor.

B. The Township agrees to pay overtime at the rate of one and one-half times an employee's regular rate of pay for each hour in excess of the eight hours for any given day.

C. The Township agrees to pay a minimum of two hours unscheduled call out time when a Road Department employee is called out of his home for unscheduled duty.

D. Due to the special skills needed to operate the "chipper", and the fact that Bob Sliker has private sector experience in operating this machine, the Township recognizes that such skill and experience shall be compensated in the sum of \$175.00 per year to Bob Sliker effective January 1, 1979, said stipend shall be paid in the first paycheck in the month of December.

ARTICLE VI

HOLIDAYS

Full time employees shall receive twelve paid holidays per year.

Compensation for work performed during the hours ^{7:30}~~12:30~~ a.m. to 4:00 p.m. on any of the paid holidays shall be paid an hourly rate of one and one-half times the regular rate of the Road Department employee, plus the pay for the holiday.

ARTICLE VII

SICK LEAVE

Full time employees shall receive the following sick leave:

Up to one year of service - 2-1/2 days per quarter

After one year of service - 10 days per year

Sick leave shall be non-cumulative, however, each full time employee shall receive additional sick leave in the amount of 7 days for each year of service up to a maximum of 21 days under the following circumstances.

Hospitalization or major illness, recuperation which required the employee to miss more than 10 consecutive working days. The added sick leave shall apply only to those days over and above the 10 consecutive work days missed due to hospitalization or recuperation. A doctor's certification will be required to establish eligibility.

In addition to the sick leave granted, for any single major illness or hospitalization which extends more than 30 days, paid sick leave will be granted from the 31st day to the 182nd day. Proof of the eligibility for extended benefits will be required in the form of a doctor's certificate.

ARTICLE VIII

VACATIONS

I Full time employees shall receive the following vacation
time:

Up to one year of service - 1/2 day per month

After one year of service - ten (10) working days

After seven years of service - fifteen (15) working days

II Vacation time shall be taken during the current year and
shall not be cumulative.

ARTICLE IX

ADDITIONAL BENEFITS

A. The Township shall continue to provide enrollment in the hospital and medical benefit program presently in existence, as well as major medical and Rider J Coverage.

B. The Township shall continue to contribute to the Public Employees Retirement System in the amount equal to the employee's contribution.

C. Effective January 1, 1979, the Township will purchase three (3) summer, and three (3) winter, uniforms per man per year, which uniform shall not be worn in whole or in part off the job.

Effective January 1, 1979, the Township shall reimburse each employee up to a maximum of \$25.00 per year for receipted purchase of work or safety shoes.

ATTEST:

Donna S. Hall

ATTEST:

Roger Davis

TOWNSHIP OF WASHINGTON

By *[Signature]*

WASHINGTON TOWNSHIP ROAD
DEPARTMENT

By *Walter Beam*