

RESOLUTION

WHEREAS, on November 8, 2002, negotiations with the Township White and Blue Collar Workers' Unit (affiliated with Local 1032 Communication Workers of America collective bargaining unit) were initiated with CWA presenting their proposals; and

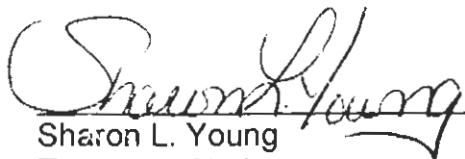
WHEREAS, the collective bargaining process has recently been completed with the approval of a contract for the period from January 1, 2003 through December 31, 2005 by ratification by the above CWA Unit on June 11, 2003; and

WHEREAS, the negotiation teams of both the Township and the above CWA Unit 1032 recommend to the Township Council that the agreement attached hereto, reflects accurately all the matters bargained, is in the best interests of both the employees and the Township,

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Windsor that the Mayor and Clerk are hereby authorized and directed to execute an agreement with CWA Unit Local 1032 Communication Workers of America, substantially in the form attached hereto.

Adopted: July 7, 2003

I hereby certify that the above resolution was adopted by the West Windsor Township Council at its meeting held on the 7th day of July, 2003.



Sharon L. Young  
Township Clerk  
West Windsor Township

**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**

\* \* \* \* \*

January 1, 2003 through December 31, 2005

\* \* \* \* \*

Ruderman & Glickman, P.C.  
675 Morris Avenue, Suite 100  
Springfield, NJ 07081

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ARTICLE I  
RECOGNITION

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

BLUE COLLAR

- (a) Equipment Operator III
- (b) Equipment Operator II
- (c) Equipment Operator I
- (d) Utility Person I
- (e) Utility Person II
- (f) Road Crew Chief
- (g) Custodian
- (h) Mechanic's Assistant
- (i) Lead Mechanic
- (j) Laborer

WHITE COLLAR

- (a) Records Clerk I
- (b) Records Clerk II
- (c) Receptionist
- (d) Clerk Typist
- (e) Animal Control Officer
- (f) Secretary I
- (g) Secretary II
- (h) Secretary III
- (i) Deputy Court Administrator
- (j) Finance Clerk I
- (k) Finance Clerk II
- (l) Sanitary Inspector
- (m) Construction Control Person
- (n) Administrative Assistant
- (o) Payroll/Benefits Coordinator
- (p) Violations Clerk
- (q) Social Worker
- (r) Network Administrator
- (s) Accountant
- (t) Sr. Accountant
- (u) Sr. Administrative Assistant
- (v) Inspector
- (w) Landscape Architect
- (x) Sr. Environmental Health Specialist
- (y) Deputy Tax Collector
- (z) Draftsperson
- (aa) Environmental Health Specialist

OTHER

- (a) Dispatcher
- (b) Administrative Dispatcher

B. Excluded from the Bargaining Unit are the following:

1. Confidential employees
2. Managerial employees
3. Seasonal and 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 execute 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 regular hours of work for employees covered by this agreement (thirty-five [35] hours per week for the white-collar employees, thirty-seven and one-half [37½] hours per week for blue collar employees, and forty [40] hours per week for dispatchers.) The schedule may be changed at the discretion of the Business Administrator or his/her designated representative.

If an alternative work week program shall continue to be offered, employees may request particular schedules which shall be granted if operationally feasible. In the event a management committee is formed to discuss alternative workweek schedules, two members of the bargaining unit will be included on the committee.

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. 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. Copies of such rules and regulations shall be provided to the Union at least two (2) weeks in advance of implementation.

ARTICLE II

MANAGEMENT RIGHTS (Continued)

- 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 restrict or deny the Township 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 by mutual consent and with a minimum of one week advance notice made 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 five 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 regular working hours. In departments with ten (10) employees or fewer, not 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/she 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 shall 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 Business Administrator, at the time of posting, a copy of said notice.



## ARTICLE III

### UNION RIGHTS AND REPRESENTATIVES (Continued)

3. The Business 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 without pay shall be granted to no more than two (2) members of the Union to attend the National Convention of the CWA-AFL/CIO.
  
- 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.
  
- 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 made to the Business 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 total for each employee during the term of this agreement.  
  
All expenses for attendance at such conferences or seminars shall be borne by the employee.
  
- I. The Township shall provide time off, with pay, to shop stewards to investigate grievances and to represent bargaining unit members in all disciplinary or grievance matters. The steward shall request permission of the Business Administrator or designee to investigate grievances. The Business Administrator shall not unreasonably deny such request.

ARTICLE IV

NONDISCRIMINATION

- A. The Township and the Union agree that 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 or 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 to any derogatory or adverse memoranda or documents intended for inclusion in the personnel file. 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, shall 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. Previous part-time regular employees who have gone full-time will have their seniority calculated from date of hire based on a pro rata share of the hours worked.
- B. An employee shall be considered without seniority until becoming a 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. He/she is laid off for lack of work and subsequently 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 are 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.
- E. If an employee in a temporary position becomes permanent, his/her seniority and service time will be calculated from the original date of hire. Upon becoming permanent an employee will not be eligible for retroactive benefits.

ARTICLE VII

LAYOFF AND RECALL

- A. Layoff means the non-disciplinary separation of a full-time or part-time employee from his/her position for reasons of economy or efficiency. The employer agrees that employee layoffs shall be Township-wide on the basis of seniority within function to be laid off beginning with temporary employees, and then, with least senior permanent employees. In all cases, the Township shall provide thirty (30) calendar days written notice to employees who are to be laid off. Seniority rules shall apply only if two (2) employees have equal ability to perform the work required by the position. The Township will notify and meet with the union at the earliest possible time regarding potential lay-offs.
  
- B. Permanent employees in the appropriate title or with the necessary qualifications, skills and abilities for the position available shall be recalled to work in the reverse order in which they were laid off by the Township. Notice of recall shall 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 shall 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 different position may refuse such position and remain eligible for recall. An employee recalled to a different position may take the position and remain eligible for recall to the position from which he/she was laid off. The recalled employee must report for reinstatement within fourteen (14) days after notice. If he/she does not so report, he/she shall have forfeited his/her recall right.

## ARTICLE VIII

### WAGES AND CLASSIFICATIONS

- A. The Classification for employees in the bargaining unit shown in Appendix "A" are made a part of this agreement.
- B. Across the Board wage increases are as follows: 3.0% retroactive to January 1, 2003, 3.00% on January 1, 2004, and 3.5% on January 1, 2005. All across-the-board increases are to be added to all the minimums and maximums.
- C. Those whose salaries are above the maximum or become maxed out during the life of the contract will receive the same across-the-board increases as other employees.
- D. New hires will normally be hired at the minimum salary. However, a person may be hired above the minimum if they have education and/or experience above the minimum requirement and the proposed salary reflects this.
- E. Employees shall be paid on the basis of 26.1 pay periods in 2003, 26.1 pay periods in 2004, and 26 pay periods in 2005.

ARTICLE IX

LONGEVITY

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

Each full-time regular employee shall be entitled to longevity based on his/her continuous service. Approved leaves of absence without pay in excess of 30 days except military leave, maternity leave and major illness leave shall be deducted from the employees total continuous services for purposes of determining longevity payments.

Upon completion of five (5) years of continuous and uninterrupted full-time service but fewer than ten (10) years of continuous and uninterrupted service. \$1,011

Upon completion of ten (10) years of continuous and uninterrupted full-time service but fewer than fifteen (15) years of continuous and uninterrupted service. \$1,516

Upon completion of fifteen (15) years of continuous and uninterrupted full-time service but fewer than twenty (20) years of continuous and uninterrupted full-time service. \$2,021

Upon completion of twenty (20) years of continuous and uninterrupted full-time service but fewer than twenty-five (25) years of continuous and uninterrupted full-time service. \$2,526

Upon completion of twenty-five (25) years of continuous and Uninterrupted full-time service. \$3,032

- B. Eligibility for longevity payments is calculated from the date the employee begins his/her regular employment. Part-time employees who become full-time will receive longevity payments calculated on their seniority.
- C. Longevity shall be added to the employee's base rate for purposes of overtime compensation and pension and shall, therefore, be included in the employee's regular paychecks. However, the across the board increase will not be calculated on top of the longevity figure.
- D. Employees hired after July 27, 1997 will not receive longevity.

## ARTICLE X

### OVERTIME

- A. Overtime work shall be kept to a minimum and must be authorized in advance by the department head.
- B. Compensatory time may only be taken with five (5) days notice to the Supervisor except in an emergency. The granting of compensatory time off will not be unreasonably withheld. Employees are allowed to accumulate up to five (5) days in compensatory time which may be carried from year to year but under no circumstances may it be more than five (5) days. Public Work employees will have a seventy-five (75) hour cap for utilization of compensatory time per year.
- C. 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.
- D. Call-In. "Call-In" time shall be defined as unscheduled time worked after an employee has been released from his regularly scheduled workday that does not tie into a succeeding workday. Full time employees who are called in to work by their supervisor and/or designee, shall be guaranteed a minimum of four hours pay at the appropriate overtime rate.

When a Call-In occurs prior to a regular work shift but not more than 4 hours prior to that regular work shift, 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 (4) hour minimum at the appropriate overtime rate.
- E. 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 shall 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.

1. Overtime will not be offered to an employee who calls out sick and does not work the shift before overtime. If overtime is scheduled in advance and the employee calls out sick the shift before the scheduled overtime, then the employee shall not be entitled to work overtime and the supervisor shall offer such overtime to next employees on the rotation schedule for overtime.



## ARTICLE X

### OVERTIME (Continued)

- F. Unanticipated (emergency) overtime shall be distributed on a rotational basis (as outlined in Paragraph "E") whenever possible, recognizing that time is critical in responding to emergencies.
- G. White Collar Employees. Full-time White Collar employees who are directed to work in excess of thirty-five (35) hours, shall be paid either overtime at the rate of time and one-half their base rate or shall be granted compensatory time off, at time and one-half, up to a maximum of thirty-five (35) hours, at which time the employee shall be paid at the appropriate overtime rate. Prior to the thirty-five (35) hours, the employee shall have the option to be paid, if money is budgeted, or to accumulate compensatory time. The hourly rate shall be determined by dividing the employee's annual base salary by 1827 in 2003, 1827 in 2004, and 1820 in 2005.
- H. The work schedule for dispatchers shall be converted from a basic eight (8) hour workday to a twelve (12) hour workday. They shall work on a 2-on, 2-off; 3-on, 2-off; and a 2-on, 3-off schedule for a total of eighty-four (84) hours in a two (2) week period. Compensation for the extra four hours worked in the two week period shall be in the form of compensatory time at the rate of time and one-half; resulting in each dispatcher earning a twelve (12) hour compensatory day for each twenty-eight (28) day cycle.

The shifts shall be 7:00 a.m. to 7:00 p.m.; 9:00 a.m. to 9:00 p.m.; and 7:00 p.m. to 7:00 a.m. so that there will be double coverage every day from 9:00 a.m. to 9:00 p.m.

Time off shall be granted initially by seniority and then by date/time of request. Only one (1) dispatcher per twenty-four (24) hour day may be scheduled off for vacation, holiday, compensatory day or personal day except for Christmas and Thanksgiving Day, as the dispatchers who are scheduled to work the 9:00 a.m. to 9:00 p.m. shift are already permitted these two days off for holiday time.

In the interest of efficiency and availability, every effort will be made to limit the number of per diem dispatchers to three (3).

On a shift where a vacancy occurs with prior approval, such vacancy shall be offered to per diem dispatchers first; if not filled then it shall be offered to bargaining unit dispatchers. In a shift where a vacancy occurs due to unscheduled sick time and/or by a per diem call-out, then bargaining unit dispatchers shall be given first preference to fill the vacancy, before other uniformed personnel are utilized.

ARTICLE X

OVERTIME (Continued)

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

- (a) Up to the first 15 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 on the basis of 30 minute increments for all authorized time worked beyond the regular tour of duty.

All time off provided for in the collective bargaining agreement shall be converted to a proportionate number of days, or shall be converted to an equal number of hours. For example, a dispatcher entitled to ten (10) eight-hour vacation days shall get either eighty (80) hours or 6.66 days of vacation.

The hourly rate is to be determined by dividing the sum of the employee's base rate plus longevity by the following numbers:

	<u>35 hours</u>	<u>37½ hours</u>	<u>40 hours</u>
2003	1827	1957.5	2088
2004	1827	1957.5	2088
2005	1820	1950	2080

- I. Blue Collar Employees. Blue Collar employees shall work a thirty-seven and one-half (37½) hour work week from 7:00 a.m. to 3:00 p.m., Monday through Friday, with one paid fifteen minute break in the morning. In the event an employee works a total in excess of 37½ hours, up to 40 hours Monday through Friday, such employee shall be compensated at straight time. A Blue Collar employee who is authorized, directed, or required to work longer than his/her regularly scheduled work week and receives approval for overtime, shall have the option to be paid at the rate of time and one-half his/her normal pay, or be granted compensatory time off, at the appropriate rate to a maximum of 37½ hours at which time the employee shall be paid at the appropriate overtime rate.

ARTICLE X

OVERTIME (Continued)

If an employee works sixteen (16) consecutive hours prior to his regular shift the employee will go to double time during said shift. If in the judgment of the employee and supervisor, the employee is asked to discontinue overtime for the purpose of rest, the employee will be paid regular time for all or part of the regular shift that cannot be worked. However, if an employee fails to return to work after said time off then the employee shall be liable for the time off.

In addition, all overtime from midnight Friday to midnight Sunday shall be paid at the double time rate.

In determining such overtime, payment shall be made on the following basis:

- (a) Up to the first 15 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 on the basis of 30 minute increments 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 - after 16 consecutive hours) shall be paid at double time, based on the employee's hourly rate.

The hourly rate is to be determined by dividing the sum of the employee's base rate plus longevity by the following numbers:

	<u>35 hours</u>	<u>37½ hours</u>	<u>40 hours</u>
2003	1827	1957.5	2088
2004	1827	1957.5	2088
2005	1820	1950	2080

- J. For the purposes of overtime the Animal Control Officer shall follow Section I above.

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. Any employee who is a member of the National Guard or the Reserves shall be allowed to attend annual training without loss of time off and shall be granted full pay while in attendance.
  2. The leave for training shall not adversely affect any other employee's time off as long as the Township incurs no premium/overtime rate.
  3. The employee will notify his or her Supervisor as soon as possible after receiving notice of required training, but not less than the two (2) months prior to the drill dates unless cause can be shown as to why this cannot be done.

## ARTICLE XII

### JURY DUTY AND WITNESS LEAVE

- A. Jury Duty. A regular employee shall be granted necessary time off with pay when summoned to perform jury duty as prescribed by applicable law. In no event shall an employee be excused from work for more days than those required for such duty. The employee shall notify the Township immediately of the requirement for this leave and subsequently furnish evidence that he/she performed the duty for which the leave was required. 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 be granted time off without 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 regular employee shall be entitled to vacation leave based on his/her years of continuous service. Approved leaves of absence without pay in excess of 30 days, except Military Leave, Maternity Leave and Major Illness Leave 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 twelve months*	6 working days
Beginning one year through five years	13 working days
Beginning six years through eight years	16 working days
Beginning nine years through fourteen years	18 working days
Beginning fifteen through twenty-one years	21 working days
Twenty-two years	22 working days
Twenty-three years	23 working days
Twenty-four years	24 working days
Twenty-five years and over	25 working days

\* Employees are not permitted to take vacation the first 6 months of employment

- 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 payday 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 sufficient funds not 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.

## ARTICLE XIII

### VACATIONS (Continued)

- E. All vacation time, except five (5) days, must be used within the calendar year in which it is earned. An amount up to and including five (5) days may be carried over to the following year. Under special circumstances additional time may be granted, if requested and approved by the Business Administrator. Said request shall be made in writing and be subject to the approval of the employee's supervisor and the Business Administrator. No request shall be granted by the Business Administrator unless said request is received by the Business Administrator's Office on or before December 1 of the year during which vacation time was accumulated. Decisions on requested carry over of vacation days in excess of five (5) days shall be made by the Business Administrator within three (3) working days.
- F. If an official holiday, recognized by the Township, occurs during an employee's vacation, he/she shall be entitled to an additional day off in lieu of the holiday.
- G. Scheduling of vacation must be approved by the appropriate supervisor with consideration given to work load and scheduling requirements.  
  
Five (5) days notice is required to take vacation time, except in case of emergency.
- H. Vacation leave is allocated and available on a calendar year basis. However, all calculations of vacation at time of employee resignation, termination, or retirement shall be based on the employee's 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 three (3) days of receipt of the employee's vacation request, unless there is an emergency. The granting of vacation leave will not be unreasonably withheld.
- K. Any employee on an unpaid leave of absence shall have his vacation for the year prorated for the duration of the leave.

ARTICLE XIV

HOLIDAYS

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

<u>Number of Holiday</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
New Year's Day	1-Jan	1-Jan	3-Jan
Martin Luther King	20-Jan	19-Jan	17-Jan
President's Day	17-Feb	16-Feb	21-Feb
Good Friday	18-Apr	9-Apr	25-Mar
Memorial Day	26-May	31-May	30-May
Independence Day	4-Jul	5-Jul	4-Jul
Labor Day	1-Sep	6-Sep	5-Sep
Columbus Day	13-Oct	11-Oct	10-Oct
Veteran's Day	11-Nov	11-Nov	11-Nov
Thanksgiving Day	27-Nov	25-Nov	24-Nov
Day after Thanksgiving	28-Nov	26-Nov	25-Nov
In lieu of Christmas Day	_____	23-Dec	23-Dec
Day before Christmas	_____	24-Dec	_____
Christmas Day	25-Dec	_____	_____
Day after Christmas Day	26-Dec	_____	26-Dec
<b>TOTAL</b>	<b>13</b>	<b>13</b>	<b>13</b>

- B. When a recognized holiday falls on a Saturday, it shall be observed on the preceding 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 shall not be considered as sick leave. If a holiday should fall within an employee's vacation period, that employee shall not be charged for a vacation day.
- E. Regular part-time employees shall receive the above holidays in proportion to the number of hours in their normal workday.



## ARTICLE XIV

### HOLIDAYS (Continued)

- 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 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 fewer than seven (7) working days prior to such scheduled day(s) off.
- G. The holiday year shall be the twelve (12) month period commencing January 1 and ending December 31, and all holiday days shall be scheduled within the calendar year in which they occur. In the event that the Chief of Police shall fail to schedule a holiday day by November 30 or shall fail to provide for the taking of such holiday within the calendar year, the dispatcher shall then, in that event, be entitled to compensation 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 thirteen (13) 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 permitted three (3) days of personal business leave annually with the approval of the Department Head; such approval shall not be unreasonably denied. Should approval be denied, the employee shall be given the reason for the denial in writing. Such leave shall be non-cumulative.
2. A personal business day application shall, except in cases of emergency, be made at least two (2) working days prior to the personal day to be taken.
3. The application form shall contain a specific acknowledgement by the employee that personal leave may not be taken for the purposes of recreation.
4. Personal days shall not be taken on a day immediately prior to or on the day immediately after a sick day, except in cases of emergency.
5. Only employees with one (1) or more years of service shall be eligible for personal leave days.
6. For the purposes of clear record-keeping, one day is credited during each four (4) month period of the calendar year. If an employee terminates employment voluntarily or involuntarily prior to May 1 or September 1 and has already taken two or more personal days, the unearned day/days shall be paid back to the Township.

ARTICLE XVI  
SICK LEAVE

A. Sick leave shall be 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 up to 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 earned before it may be taken. One sick leave day shall be granted following each 22 days worked in the year 2003, each 22 days worked in the year 2004, and each 22 days worked in the year 2005.

Employees shall be granted twelve (12) days of sick leave per year plus any unused days carried over from prior years.

Unused sick leave days may be accumulated in accordance with paragraph I of this article.

If an employee should terminate employment during the year, a calculation shall 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.

Part-time regular employees shall be entitled to sick leave as established on a prorated basis.

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 and the expected duration of sick leave, if known.

D. Failure to so notify his/her supervisor may result in the denial of the use of sick leave for that absence and may 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/Business Administrator, acceptable medical evidence substantiating the illness.

1. An employee, who has been absent on sick leave for periods totaling twelve (12) days consisting of periods of fewer than five (5) consecutive working days, may be required to submit acceptable medical evidence for any additional sick leave in that year. In the case of a chronic or recurring illness requiring recurring absences of one (1) day or less, 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.
  3. During prorated period of illness or disability of an employee the Administrator may require interim reports on the condition of the patient from the attending physician.
- 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 by a physician designated by the Business Administrator at the expense of the Township. Such examination shall establish whether the employee is capable of performing his/her regular duties and that his/her return shall not jeopardize the health or safety of other employees.
- I. An employee who has in excess of five (5) days unused annual sick time, may elect to sell the excess days back to the Township at fifty percent (50%) of the value of the days or accumulate the time on the books. Upon retirement, employees will be reimbursed up to fifty (50%) of the value of their sick time up to a maximum of six (6) months time. Employees hired after signing of this agreement will be capped at a maximum of \$10,000.00.

## ARTICLE XVI

### SICK LEAVE (Continued)

#### Major Illness or Major Injury Leave

- J. Upon the completion of three (3) years seniority 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 related major illness or injury. The employee is eligible to continue this provision unpaid for an additional one (1) year. The illness or injury shall be certified by the Township Physician as one which would prevent the employee from performing his/her regular duties (or other suitable duties for which the employee was physically qualified i.e. light duty) and because of which the employee must be absent beyond forty (40) consecutive work days. (Said forty [40] days shall be applied against the accumulated sick leave in Section "B.") Should a holiday fall within the forty (40) day period, said holiday will be applied toward the 40 day period.

Employees on major illness or major injury leave shall be periodically examined and evaluated by the Township physician to confirm that the employee is unable to either perform his/her regular duties, or other suitable duties for which the employee is physically qualified; i.e. light duty.

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 forty (40) accumulated workdays for a major illness or injury, he/she may use vacation, personal days, or comp time. If the employee does not have accumulated sick, vacation, personal days or compensatory time to cover the forty (40) days, he/she will not be paid for the uncovered days until the forty (40) days are completed.

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

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, or should the employee fail to return to work after being certified by the Township physician of being capable of performing his/her regular duties or other suitable duties for which the employee was physically qualified; i.e. light duty, he/she shall reimburse the Township for the cost of benefits and any other associated costs such as Township physician costs, etc. The employee shall be eligible for termination at the discretion of the Township.

## ARTICLE XVII

### INJURY LEAVE - WORKERS COMPENSATION

- A. If an employee is incapacitated in the line of duty and is 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 result in the 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 by a physician designated by the Business Administrator at the expense of the Township.
- F. An employee must report his/her injury, when possible, within twenty-four (24) hours of the occurrence of such injury, 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 a maximum of five (5) days bereavement leave. Additionally, the employee shall be granted one day leave which can be used in ½ day increments to be used within nine months of the death to attend to personal business. At the discretion of the Business Administrator, any employee whose spouse or child dies shall be given an additional ten (10) consecutive days off, which time shall not be deducted from any other days off to which the employee is entitled.
- B. In the case of the death of an employee's aunt, uncle, cousin, nephew, niece, brother-in-law, or sister-in-law 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 the 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 shall alternately be without pay.
  
- B. When weather conditions are such as to cause the Mayor or Business 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 identified in paragraph "A" above. Public works employees and dispatchers are considered to be essential for the purposes of this article. Should the building be closed for an entire day said essential employees will be given an alternate day off.



ARTICLE XX

OTHER/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

Any employee may request a leave of absence without pay, not to exceed six (6) months, by submitting in writing all facts bearing on the request to his supervisor, who will append his recommendations and forward the request to the Business Administrator. The Employer will consider each such case on its own merits, and a decision in one case shall not establish a precedent in another. Any request for an extension of time shall be at the Employer's discretion. Such leave of absence shall not be part of the term of employment. Holidays occurring within the period of an excused absence or leave of absence are part of the absence if the employee is not available for work. If the employee desires health insurance he/she shall pay the Employer 30 days in advance so as to coincide with the billings as established by the carriers for such benefit. The Township will assess a two percent (2.0%) administrative fee. Such decision shall be non-grievable.

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 fifteen (15) minutes shall be docked for one-quarter (1/4) hour.
- B. Any unexcused lateness up to half (1/2) an hour shall be docked for half (1/2) an hour.
- C. Any unexcused lateness between half (1/2) an hour and one (1) hour shall be docked for one (1) hour.
- D. Unexcused lateness of greater amounts shall be handled in similar half (1/2) hour increments.

All unexcused lateness (including chronic tardiness) shall cause the employee to be subject to disciplinary action, in addition to the above.

ARTICLE XXIII

INSURANCE

A. For all new full-time employees, health benefits are available the first month after thirty (30) days of employment pursuant to Horizon Blue Cross Blue Shield of New Jersey. The Township shall provide to each employee covered by the bargaining unit, as outlined in "E" below, the following coverage:

1. Hospital/Medical – Surgical/Major Medical (PACE).

- or -

2. Preferred Provider Organization (PPO)

- or -

3. Horizon HMO, a Health Maintenance Organization (HMO)

The Township will provide new employees as of January 1, 1997 benefits through the HMO or PPO at the Township's discretion.

All current employees will have the option to continue or switch plans. However, they may switch from PACE to PPO or HMO and back only once in accordance with Horizon Blue Cross Blue Shield of New Jersey regulations.

The Township shall notify the Union in a timely manner if a current insurance carrier is to be replaced by a new carrier. The new Carrier must provide coverage that is substantially equal to or better than the coverage that was provided by the replaced carrier. The Township shall be liable for lost benefits to any employee if a change or cancellation of health insurance coverage results in reduction of benefits.

ARTICLE XXIII

INSURANCE (Continued)

- 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 \$5.00/\$12.00 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. The \$5.00 is for generic drugs with the \$12.00 co-pay for brand names. If the physician specifies a brand name drug or a generic drug is not available, the employee's co-pay shall be \$5.00.

- 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 - Inlays, crowns, periodontics, oral surgery	70/30%
- Prosthodontics Benefits (\$1,000 maximum/patient/year)	50/50%
- Orthodontic (including Adult)	\$1,250 maximum/case

- D. Prescription eye program. The Township will reimburse each employee for eye examinations and/or corrective lenses purchased for him/herself and his/her immediate family. Such reimbursements shall be made up to a maximum of four hundred dollars (\$400.00). Bills or notice must be submitted to the Township for reimbursement within thirty (30) days of the end of the calendar year in which they were incurred.

- E. ALL FULL-TIME EMPLOYEES:

- Employees hired prior to January 1, 1991, benefits shall 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.
- Employees hired January 1, 1991 or thereafter:

## ARTICLE XXIII

### INSURANCE (Continued)

- The Township shall provide Health and Prescription coverage only for the employee effective the first of the month after thirty (30) days of employment. Additional coverage for family members is optional and at the expense of the employee.
- After completion of one year of employment, the Township shall extend health, prescription, and dental coverage to the employee and family. If the anniversary is 90 days or more after a January or July open enrollment date, coverage will begin on the next open enrollment period.
- At the completion of the fourth year, the employees as defined in this section of the agreement shall receive the vision care as provided in Section D.

#### REGULAR PART-TIME EMPLOYEES:

- Employees hired prior to January 1, 1991: The Township shall pay for the benefits as the employee is currently enrolled.
  - Employees hired January 1, 1991 or thereafter: The employee shall not be covered in the Township's health benefits plan.
- F. The Township and the union agree as part of this agreement to meet with the express interest to discuss the merits of designing an alternative health benefits plan. These meetings in no way change the Township's right in Paragraph A in Article XXIII above.

#### G. LIABILITY INSURANCE:

The Township through the Mercer County Joint Insurance Fund provides employees with liability insurance related to actions brought against an employee in the course of their duties.

#### H. HEALTH COVERAGE OPT-OUT

Employees may opt out of the Township health coverage if the employee or employee's spouse has other health coverage. In lieu of receiving this coverage, employees will receive \$3,000 in November each year prorated for the number of months the employee is not covered under the Township health plan. If the employee's substitute coverage lapses (i.e. retirement, termination) the Township agrees to cover the employee at its own expense through COBRA, until the employee can rejoin the Township plan.

## ARTICLE XXIV

### UNIFORMS

The Township shall provide each regular full-time Public Works employee and the Animal Control Officer with the following: ten (10) clean shirts and ten (10) clean pants, two (2) jackets for year-round use and two (2) winter coats with hoods. Further, the Township agrees to provide Public Works employees with T-shirts to be worn during the summer months (minimum of one [1] dozen per employee). The Township shall provide safety shoes, as needed, the style of which 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. Building Inspectors shall receive a winter jacket one year and spring jack the next year and boots but not shirts and pants.

Boot allowances will be given in the amounts of \$120.00. The Township shall annually reimburse regular full-time Public Works employees, the Animal Control Officer, Building Inspectors and Field Employees \$300.00 per year, (\$325.00 in 2005) in a bill list prior to July 15, for cleaning costs. Building inspectors and field employees shall receive a winter jacket one year and spring jacket the next year and boots and but not shirts and pants.

Dispatchers shall be provided with uniforms appropriate to their duty requirements and appropriate 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

- A. Whenever an individual employee uses his/her privately-owned vehicle, the Township shall reimburse the employee for sanctioned use thirty-four point five (34.5¢) 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.
- B. Authorization for such use is predicated on the individual's possession of basic automobile insurance and a current registration as specified in the N. J. Motor Vehicle Registration.
- C. 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.
- D. Because a municipal vehicle is not provided for purposes of municipal business, a car allowance of \$225.00 per month shall be paid to the current landscape architect only.



## 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 Business Administrator) on the bulletin boards for a period of seven (7) working days. Within this time employees interested in the job should make a standard written application through their supervisor who in turn shall submit the application to Business Administrator.
  - D. In order to be considered for promotion, an employee must have a clean work record. Any disciplinary action against the employee shall 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.

When the Township is filling a vacant position, a current qualified employee who applies shall receive the position when their qualifications are relatively equal to an outside employee. An employee who applies who does not receive a position shall receive specific reasons why they were not placed in the position.
  - F. Employees may be promoted only once in any twelve (12) month period.
  - G. When an employee passes the appropriate test and is approved for a skill level promotion, he/she may be promoted to the title of the position for which he/she was tested.

ARTICLE XXVI

PROMOTION (Continued)

H. When promoted, an employee's salary shall be adjusted by at least six (6%).

II. SKILL LEVEL PROMOTIONS: White & Blue Collar Programs

Certain job categories involve a progression of skill levels: Secretary I, Secretary II, and Secretary III; Finance Clerk I and Finance Clerk II; Equipment Operator I, Equipment Operator II, and Equipment Operator III; Utility Person I and Utility Person 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 necessary, and if promotion to the next step is possible.

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

In the event a skill level promotion is approved, the employee's salary shall be adjusted by 6%

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).

ARTICLE XXVI

PROMOTION (Continued)

B. Blue Collar Promotion Program:

1. If a promotion to a vacancy exists, the Township shall provide a field performance test for the promotion not more than once every year.
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 for which the test is being given. The employee also must be able to demonstrate the knowledge and ability to perform preventative and minor maintenance on the equipment.
3. 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.
4. 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 III.
5. The testing of employees shall be administered by the Public Works director or his/her designee.
6. 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 shall be no limit on the number of times a person can take the performance test and there shall be no additional requirements imposed upon retesting, other than as set forth herein.

## ARTICLE XXVI

### PROMOTION (Continued)

#### 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 shall continue to accrue seniority in his former position.
- C. An employee shall 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 writing, 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/TRAINING LICENSES

- A. The Township shall, subject to the conditions set forth below, reimburse full-time, regular employees for courses taken 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 in subjects which are relevant to the employee's present position.
- B. The employee must request approval from the Business Administrator, in advance of course registration. The Business Administrator and the employee's supervisor shall have the discretion to approve or disapprove for tuition reimbursement, all courses taken, based on the relevance to the employee's position and if within current budget allocations.
- C. Upon completion of said course and submission of evidence of a passing grade and record of payment, the employee shall be reimbursed seventy-five (75%) of the tuition, prescribed fees and books, with a cap of \$1,000 per employee each year.
- D. Any employee who leaves 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 sufficient funds not be available, the employee shall then pay the necessary difference.
- E. The Township will provide CPR renewal training to be conducted by the Police Department. Employees who elect to receive renewal CPR/First Aid training will be paid at their regular rate of pay for their time in training.
- F. Any employee required to have training outside of the regular hours of work shall be compensated in either salary or compensatory time off in conjunction with other areas of the Contract.
- G. An employee who attends an approved conference or training session away from the Municipal Building shall receive mileage reimbursement at 34.5¢ per mile and normal meal expenses to a maximum of \$35 per day as outlined in the Policies and Procedures Manual of the Township. In order to receive meal reimbursement, receipts must be submitted outlining actual costs incurred.
- H. Fees for professional licenses and certifications which are required for performance of an employee's assigned duties as determined by the Business Administrator shall be paid by the Township. The Business Administrator shall not unnecessarily deny such requests.

## ARTICLE XXVIII

### MATERNITY LEAVE

Unpaid maternity leave may be taken for a maximum period of six (6) months. The employee may utilize up to three (3) months of the leave prior to delivery, with the balance after delivery. If additional time off is desired beyond the six (6) months; accumulated sick days, vacation time or comp time may be used, or the employee may apply for a Family Leave of Absence.

Employees hired prior to the signing of this agreement shall enjoy after three (3) years of continuous employment with the Township, should an employee have an accumulation of vacation, sick and/or personal days, she shall be entitled to one (1) week paid leave per year of employment up to a maximum of seven (7) weeks, and this shall be matched by the Township. (Example: a total accumulation of 15 days shall entitle the employee to 6 weeks of paid maternity leave; her own accumulated 3 weeks time and an additional 3 weeks paid by the Township.

Through the entire maternity leave period (both paid and approved unpaid), the Township shall 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 following maternity leave, 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

- A. Employees with twenty-five (25) years of service in the Public Employee's Retirement System, and twenty (20) years of continuous service with West Windsor Township, shall be provided paid medical, dental, and optical benefits, including prescriptions drug coverage, for the employee and spouse. For the purposes of this clause, continuous service shall include all approved leaves of absence, however, leave of absences shall not be counted toward the twenty (20) year service obligation.
  
- B. If the employee has family coverage 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 shall be incurred by the retiree.

## ARTICLE XXX

### DISCIPLINARY ACTIONS

- A. Progressive disciplinary action may be taken against any employee when it is believed that the employee is not conforming to the letter or spirit of Township policies and rules; or to specific instructions given to him/her; or has acted improperly, dishonestly, immorally, illegally; or has violated any of the rules or regulations. All discipline will be corrective in intent.
- 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 Business Administrator.
  2. Written reprimand from supervisor, department head or Business Administrator.
  3. Demotion of employee by Business Administrator.
  4. Suspension from duty without pay by Business Administrator.
  5. Separation from service by Business Administrator.

Temporary suspension from duty of any employee may be ordered by the Business Administrator if there are criminal charges pending against an employee or if an employee is indicted in a criminal proceeding. However, no disciplinary action in the form of a demotion, suspension or termination shall be taken against an employee for any other reason until after the steps of the grievance procedure have been completed.

- 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 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 Business Administrator, shall be subject to disciplinary action, including dismissal.

## 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 shall be observed:

STEP I Any employee having a grievance shall first take it up with the Steward or another representative authorized by the Union within five (5) working days of occurrence or within five (5) working days of when the grievant could reasonably have known of the matter grieved, who shall then take it up with his/her supervisor. However, in no event shall this step be initiated more than fourteen (14) working days after the grievance has occurred. If no settlement is made within two (2) working days then the grievance shall be put in writing within the next seven (7) working days and the Steward or other union representative shall take it up with the Business Administrator. Failure to act within stated time periods shall be deemed to constitute an abandonment of the grievance.

STEP II The Business 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 Business Administrator shall 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 Business Administrator, the Union shall have twenty (20) days from the date of the decision of the Business 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 proceed to arbitration 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) working days following the determination of the Business Administrator. Failure to act within twenty (20) working days shall be deemed to constitute an abandonment of the grievance unless the aggrieved party and the Business Administrator 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 Business Administrator.

The decision of the arbitrator shall be final and binding on all parties. The arbitrator shall not have the authority to add to, modify, or detract from in any way the provisions of this Agreement or any amendment or supplement thereof. Only one (1) grievance at a time may be submitted to a single arbitrator.

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 the Business Administrator's office and shall be made available to the Union upon request. The Business Administrator and the Union will convene a committee to determine titles, job classifications and duties within sixty (60) days of this Agreement.

ARTICLE XXXIII

OUT-OF-TITLE WORK

When an employee is required to perform work in a higher classification, said employee shall be paid for the period of time he/she performs the higher classification work at the higher classification rate of at least six percent (6%) over the employee's regular 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 shall 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 shall be protected by the provisions of this Agreement, by any relevant policies and regulations of the Township. 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.

The Township shall meet and confer with the Union at least sixty (60) days prior to subcontracting any work currently performed by the bargaining unit or any new additional work that could be reasonably expected to be performed by the bargaining unit based on the duties of current bargaining unit assignments. In the case of an emergency, the above notice requirement shall not apply; however the township shall notify the union as soon as possible. Such notice and meeting shall take place each time the Township desires to contract or subcontract the work as provided in the paragraph above, even if the same subcontractor is used.

ARTICLE XXXVI

HEALTH AND SAFETY

Should a health and safety issue be identified, the Business Administrator or his/her designated representative shall meet with representatives of the union within forty-eight (48) hours of being informed of the issue.



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.

- B. Agency Shop

1. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.
2. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.
3. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the costs of benefits financed through the dues and available only to members of the Union. The fee is eighty-five (85%) of the regular membership dues, fees and assessments.
4. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deductions.

- C. 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.

ARTICLE XXXVII

DUES DEDUCTION (Continued)

Dues deducted shall be forwarded each month to the:

Treasurer  
Communications Workers of America Local 1032  
67 Scotch Road  
Ewing, NJ 08628

A listing, in duplicate, showing the names and amounts deducted, and biweekly salary shall accompany the dues transmittal.

ARTICLE XXXVIII

SEPARABILITY AND SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee(s), member(s) 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 XXXIX

### OUTSIDE EMPLOYMENT

A. Employees should not engage in outside employment, which conflicts with their responsibility to the Township. Employees will be permitted to engage in outside employment if it does not constitute a conflict of interest and is work that would not be performed during an employee's normal tour of duty with the Township. However, the employee recognizes that his primary employment responsibility is to the Township and he will therefore be available immediately following tours of duty, upon reasonable notice by the Township, if he is called back to perform service on an emergency basis at hours other than during the normal tour of duty. Employees will advise the Department head of such outside employment, which is conducted on a continuing basis.


ARTICLE XXXX

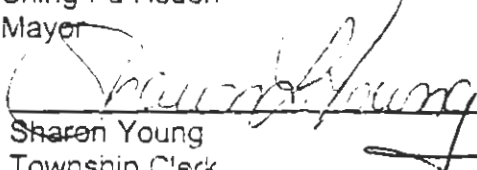
DURATION OF AGREEMENT AND FULLY BARGAINED PROVISIONS

- A. The terms and effects of this Agreement shall be in force commencing January 1, 2003, and shall remain in effect and full force through December 31, 2005. It shall be automatically renewed from December 31, 2005, 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. However, any proposed new regulations or modifications of existing regulations governing the terms and conditions of employment shall be presented to the Union and negotiated.


SIGNATURE PAGE

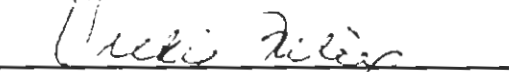
THE TOWNSHIP OF WEST WINDSOR  
MERCER COUNTY, NEW JERSEY


By:   
Shing Fu Hsueh  
Mayor


Attest:   
Sharon Young  
Township Clerk


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


By:   
David Barberich  
Shop Steward

By:   
Vickie Felix  
Shop Steward

By:   
Robert Ice  
Shop Steward

By:   
Ronald Kissel  
Shop Steward

By:   
Philip McLaughlin  
Shop Steward

By:   
Betty Verdejo  
Local 1032