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14-38

AGREEMENT FOR

WASHINGTON TOWNSHIP ROAD DEPARTMENT ASSOCIATION

This Agreement, entered into this 17TH day of November, 1980, 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, 1980 and ending December 31, 1981.

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

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.

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.

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.

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 re-

solved 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 and 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

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

Year 1980

Road General Foreman	\$16,875.00
Road Foreman	16,280.00
Senior Mechanic	15,875.00
Machine Operator	\$ 7.10 per hour
Truck Driver	6.85 per hour
Laborer/Truck Driver	5.80 per hour
Laborer	5.00 per hour

Year 1981

Road General Foreman	\$18,225.00
Road Foreman	17,580.00
Senior Mechanic	17,145.00
Machine Operator	\$ 7.65 per hour
Truck Driver	7.40 per hour
Laborer/Truck Driver	6.25 per hour
Laborer	5.40 per hour

ARTICLE V

OVERTIME AND SPECIAL DUTY

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 forty hours for any given work week or in excess of eight (8) hours in any working day.

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

ARTICLE VI

HOLIDAYS

Full time employees shall receive twelve paid holidays per year. Said holidays shall be set forth in the Employees Benefit Ordinance and enacted by the Township Committee.

The Committee agrees, after enactment of the Ordinance, to post in a conspicuous place in the Road Department Garage said list of holidays for each year.

Compensation for work performed during the hours 7:30 a.m. to 4:00 p.m. on any of the twelve paid holidays shall be paid at the rate equal to the holiday plus one and one-half times the regular hourly rate of the Road Department employee.

ARTICLE VII

SICK LEAVE

Sick leave shall be computed on a calendar year basis from January 1 through December 31.

Each employee shall receive 2-1/2 days per quarter worked during the first calendar year of employment. For succeeding years, the employee shall be eligible for sick leave based on ten days per year.

Sick leave shall be non-cumulative; however, each full time employee shall receive additional sick leave in the amount of seven days for each year of service up to a maximum of twenty-eight days under the following circumstances:

Hospitalization or major illness, recuperation which required the employee to miss more than ten consecutive working days. The added sick leave shall apply only to those days over and above the ten 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 thirty 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.

R. Davis
W Beam

ARTICLE VIII

VACATIONS

The vacation leave shall be computed on the calendar year basis from January 1 through December 31. Full time employees shall receive the following vacation time:

In the first calendar year of service - After completing two months of service, the employee shall be entitled to one vacation day for each full month worked up to a maximum of ten vacation days per year.

For the second year through the sixth year of service - ten paid vacation days per year.

Vacation days earned shall be taken during the vacation year following the year in which they are earned and shall not be cumulative.

Starting the seventh calendar year of employment, the employee becomes eligible for fifteen days of vacation. Example: Employee hired September 1979 becomes eligible for fifteen days paid vacation starting January 1, 1986.

1980 - Starting 13th calendar year of employment - eligible for twenty days vacation.

1981 - Starting 12th calendar year of employment - eligible for twenty days vacation.

R. Davis
W Beam

ARTICLE IX

LONGEVITY

The following longevity percentages shall be applied to the base salary for Road Department employees paid annually under this Agreement:

8 - 10 years	1%
11 - 14 years	2%
15 years and over	3%

Longevity shall be computed from appointment date of full time employment.

ARTICLE X
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. For the year 1980 and effective January 1, 1980, the Township will purchase one (1) winter uniform per man per year which uniform shall not be worn in whole or in part off the job.

For the year 1981 and effective January 1, 1981, the Township will purchase three (3) summer and three (3) winter uniforms per man per year, which purchase shall include a winter jacket per man of similar quality to the winter jacket provided by the Township during the year 1979, which uniform shall not be worn in whole or in part off the job.

D. Effective January 1, 1980, the Township shall reimburse each employee up to a maximum of \$37.50 for 1980 and \$40.00 for 1981 for those years for receipted purchase of work and safety shoes.

E. Each full time employee of the Road Department shall receive One (1) personal leave with pay each calendar year, with prior approval of the Road Department Supervisor or Administrator.

ATTEST:

Deanne S. Hallett

TOWNSHIP OF WASHINGTON

By *[Signature]*

ATTEST:

Walter Beem

WASHINGTON TOWNSHIP ROAD
DEPARTMENT

By *Roger Davis*