

ARTICLE 1 - PREAMBLE

This Agreement is entered into by the Township of Willingboro referred to as the “employer” and the employees of the Willingboro Traffic Guard Unit, Communication Workers of America, AFL-CIO herinafter referred to as the “Union” has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of rates of pay, hours of work, and other conditions of employment for the employees represented by the union.

ARTICLE II- RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours and other conditions of employment for all its employees in the established bargaining unit. Specifically excluded are all other employees of the Township, including all supervisory personnel.

ARTICLE III – HOURS OF WORK

Hours of work shall be determined by the Township. Changes in the hours of work will be negotiated.

ARTICLE IV – OVERTIME/EXTRA DUTY

Overtime: Overtime shall be paid in accordance with the Fair Labor Standards Act.

Extra Duty: Whenever a member shall be called in for extra duty, beyond the regularly scheduled duty hours, the member shall be guarantee two (2) hour's minimum daily.

Whenever extra traffic control duty opportunities are to be made available to School Traffic Guards, those opportunities shall be offered to members of the Union in accordance with a list of School Traffic Guards maintained by the Township. The list shall include all School Traffic Guards employed by the Township with the most senior School Traffic Guard as the first name on the list.

As extra duty opportunities occur the first such opportunity shall be offered to the most senior name on the list. If that person shall be unavailable or shall decline the opportunity it shall then be offered to the next most senior person on the list proceeding in the same manner through the list until the opportunity is accepted. The next such opportunity shall then be offered to the next person on the list after the person who accepted the most recent extra duty opportunity, so that each School Traffic Guard will be offered an opportunity for extra duty before returning to the most senior School Traffic Guard on the list.

ARTICLE V – EMERGENCY SCHOOL CLOSING

In the event of an emergency school closing where the school Traffic Guard has not been notified at least forty-five minutes before the scheduled start of the post, that school Traffic Guard shall be entitled to be paid for one-half of the regular compensation which would have been earned for the first post canceled, provided that such payment does not result in the school Traffic Guard receiving greater compensation than would have been received if there had not been an emergency school closing.

ARTICLE VI - SALARY

The Schedule below is established as the rate of compensation for a post assignment for Traffic Guard during the term of this Agreement:

For the Period from July 1, 2000, to June 30, 2001

	First Post AM & PM	Second Post AM & PM
Class A	\$11.37	\$4.17
Class B	\$12.73	\$5.54
Class C	\$14.08	\$7.51
Class D	\$15.58	\$8.33

For the Period from July 1, 2001, to June 30, 2002

	First Post AM & PM	Second Post AM & PM
Class A	\$11.87	\$4.27
Class B	\$13.23	\$5.64
Class C	\$14.58	\$7.61
Class D	\$16.08	\$8.43

For the Period from July 1, 2002, to June 30, 2003

	First Post AM & PM	Second Post AM & PM
Class A	\$12.42	\$4.42
Class B	\$13.78	\$5.79
Class C	\$15.13	\$7.76
Class D	\$16.63	\$8.63

For the Period from July 1, 2003, to June 30, 2004

	First Post AM & PM	Second Post AM & PM
Class A	\$13.02	\$4.62
Class B	\$14.38	\$5.99
Class C	\$15.73	\$7.96
Class D	\$17.23	\$8.83

For the Period from July 1, 2004, to June 30, 2005

	First Post AM & PM	Second Post AM & PM
Class A	\$13.67	\$4.87
Class B	\$15.03	\$6.24
Class C	\$16.38	\$8.21
Class D	\$17.88	\$9.08

On those rare occasions when a third post is required, compensation shall be in accordance with the rate of compensation established the 2nd post.

Class A shall include all those employees with less than one-year employment by the Township of Willingboro as a School Traffic Guard.

Class B shall include all those employees with more than one year but less than five years continuous employment by the Township of Willingboro as a School Traffic Guard.

Class C shall include all those employees with more than five years continuous employment by the Township of Willingboro as a School Traffic Guard.

Class D shall include all those employees with more than eleven years continuous employment by the Township of Willingboro as a School Traffic Guard.

The assignment of an employee to a specific Class shall be made on the appropriate annual anniversary date of that employee's employment by the Township as a School Traffic Guard.

The effective date for this Agreement shall be retroactive to July 1, 2000. It shall specifically not be retroactive as to any School Traffic Guard who was employed during the period beginning July 1, 2000, and ending November 12, 2000, who was not employed by the Township after School Traffic Guard as of November 12, 2000.

A School Traffic Guard may be required to remain at a post, whether AM or PM, for as long as one (1) hour. Any School Traffic Guard assigned to a post in either the morning or afternoon, which extends beyond one (1) hour, shall receive compensation at the second post rate.

ADDITIONAL DUTIES

Additional details, which may include, but are not limited to Graduation, Dog Clinic, Parades and Dog Census, will be paid at the following hourly rate.

	2000-2001	2001-2002	2002-2003	2003-2004	2004-2005
Class A	Minimum Wage	Minimum Wage	Minimum Wage	Minimum Wage	Minimum Wage
Class B	8.63	8.91	\$9.20	\$9.50	\$9.81
Class C	10.47	10.81	\$11.16	\$11.53	\$11.90
Class D	12.15	12.55	\$12.95	\$13.38	\$13.81

ARTICLE VII - COMMUNICATIONS AND NOTICES

A telephone tree system will be maintained for the purpose of communicating short notice information, such as, but not limited to, emergency school closings.

Whenever reasonably possible, information will be disseminated to Union members in writing.

It is the responsibility of each School Traffic Guard to keep the Police Department abreast of any changes in home telephone numbers in order to maintain the efficiency of the telephone tree system. All members shall have on record with the Police Department at all times a telephone number at which they can be reached for any emergency notification.

ARTICLE VIII – LAYOFF AND RECALL

Layoff and Recall of members shall be in accordance with the regulations of the New jersey Department of Personnel for all guards, including those hired after April 1979

ARTICLE IX – UNION DUES

A. The Township agrees to collect monthly, union dues, by deducting weekly an amount equal to 1.15% from the base pay of each employee who has furnished written authorization for such deduction in a form acceptable to the Employer. Dues shall be per month or such amount as may be certified by the CWA to the Employer at least thirty (30) days prior to the month in which the deduction of Union Dues is to be made.

Deduction of Union Dues made pursuant hereto shall be remitted by the Employer to the Communications Workers of America AFL-CIO, 1 Lower Ferry Road, West Trenton, New Jersey 08628, c/o/ Treasurer by the tenth (10) calendar day following the month after such deductions are made, together with a list of employees from whose pay such deductions were made.

B. The C.W.A. agrees to indemnify and hold harmless the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer with regard to the dues check-off. The employer shall not be liable to the Union for any retroactive or past deduction of Union Dues for an employee identified by the Employer as excluded or confidential or in good faith mistakenly or inadvertently omitted from the deduction of Union Dues.

- 1) Dues deductions may only be stopped if the employee so requests. Any such request must be in writing and submitted to the Employer prior to December 15th of any given year. Dues shall be halted beginning with the first pay period of each calendar year.
- 2) The Employer will forward any request to halt dues to the Union's (Trenton Office) no later than the third business day after receipt of the request from the employee.

- 3) If, during the life of this agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Employer written notice prior to the effective date of such change, and shall furnish the Employer a certified copy of the resolution, including dues changes and the effective date of such changes.

ARTICLE X- AGENCY SHOP

A. Purpose of Fee:

Beginning thirty days after this agreement is signed, all eligible non-member employees in this unit will be required to pay the majority representative a representation fee in lieu of dues for services rendered by the majority representative pursuant to the provisions of *N.J.S.A. 34:13A-5.5*. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

B. Amount of Fees:

Prior to the beginning of each contract year, the Union will notify the Employer in writing of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for that contract year, and the amount of the representation fee for that contract year.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed eighty-five (85) percent of the regular membership dues, fees and assessments.

c. Deductions and transmission of fee

After verification by the Employer that an employee must pay the representative fee, the Employer will deduct the fee for all eligible employees in accordance with this Article.

The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible be the same as those used for the deduction and transmission of regular membership dues to the Union.

The Employer shall deduct the representation fee as soon as possible after the tenth (10th) day following re-entry into the unit for the employee who previously served in a position identified as

excluded or confidential, for individuals re-employed in this unit from a re-employment list, for employees returning from leave without pay, and for previous employee members who become eligible for the representation fee because of non-member status.

D.Demand and Return System

The representation fee in lieu of dues only shall be available to the Union if the procedures hereinafter are maintained by the Union.

The burden of proof under this system is on the Union.

The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditure by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

The employee shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representative fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union.

The Union shall submit a copy of the Union review system to the Employer. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system.

If the employee is dissatisfied with the Union's decision he/she may appeal to a three-member board established by the Governor.

E. The CWA agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer with regard to deductions of representation fees pursuant to this provision. In addition, the Employer shall not be liable to the Union for any retroactive or past deduction of representation fees for any employee identified by the Employer as excluded or confidential or in good faith was mistakenly or inadvertently omitted from the deduction of the representation fee.

ARTICLE XI – SENIORITY

A. Seniority is the date on which an employee was hired by the Township. Sick leave, Bereavement leave, Disability leave, Unemployment leave, Family and Medical leave, Federal Family leave, when used by an employee shall not be considered a break in Service with the Employer thereby changing the date on which the employee was first hired. Yearly reappointments for any unclassified guard shall not replace the original date on which an unclassified guard was first hired.

B. Seniority shall prevail in the selection of personal leave requests.

C. Seniority shall prevail in extra duty opportunities. The Township shall provide a seniority list defining by date of hire the most senior list, as outlined in Article IV, Overtime and Extra Duty.

D. Seniority and the employment relationship shall cease if any of the following occur;

- 1) the employee quits, resigns or takes a leave of absence of ninety (90) days or more.

E. Seniority shall be applied in the Annual Change In Post Assignment as per Article XVII.

ARTICLE XII – EDUCATION/TRAINING REIMBURSEMENT

Any School Traffic Guard who is assigned a new Traffic Guard for purposes of training will receive additional compensation for each day of the assignment as follows:

2000-2001	2001-2002	2002-2003	2003-2004	2004-2005
\$4.25	\$4.25	\$4.25	\$4.25	\$4.25

CPR and First Aid

All employees shall have the right to attend a certified course for CPR and First Aid with all costs incurred being paid for by the Township including their hourly rate or daily rate of pay that they would have received if assigned on their post. CPR and First Aid training shall be mandatory.

ARTICLE XIII MEDICAL AND HOSPITALIZATION INSURANCE

Any Traffic Guard who is not covered by a medical and hospitalization insurance plan through another employer shall be eligible to participate in the medical and hospitalization insurance plan available to Township employees. That participation shall be solely at the expense of the Traffic Guard and shall require no contribution or expense on the part of the Township. The premium charged to the Traffic Guard shall be payable quarterly, in advance. Failure to make the payment when due quarterly, in advance, shall result in immediate termination from the coverage. Participation in this insurance coverage shall be conditional on and subject to the rules and regulations established by the insurance carrier providing the coverage.

ARTICLE XIV – INSURANCE

In accordance with applicable laws and regulations, Traffic Guards shall be covered for Worker's Compensation, unemployment; social security, and shall be enrolled in the Public Employees Retirement System.

The Township shall include with the year-end statement of wages paid to each employee who is enrolled in the Public Employees Retirement System a statement as to the amount deducted from the wages of each employee as a contribution to the Public Employees Retirement System.

The Township shall include with the year-end statement of wages paid to each employee a statement as to the amount deducted from the wages of each employee as a contribution to Social Security, Unemployment Insurance and Disability Insurance.

ARTICLE XV – UNION RIGHTS

A. Employees shall have the right for a Union Representative to be present, if the employee so requests, during disciplinary action hearing or meeting at which an employee is being questioned on a matter which may lead to discipline. Further, the Employer must notify the employee of his /her right prior to the meeting. The employee may waive hi/her right to have a Representative present but must do so in writing. A copy of such request shall be supplied to the Union. No recording devices of any kind shall be in use during any meeting, unless both the Union and the employer agree to their use, prior to the meeting in writing. Failure to obtain consent of all persons (Union and Employer) may constitute good cause for termination of employment of the party or parties involved in the recording.

B. The Employer will provide the Union with an up-to-date-seniority list by September 30th of each year. The Employer shall also provide the union within thirty days, the names and addresses of any newly hires employees of the unit.

C. The Employer will provide the Union, on January 15th of each year with a list of names and addresses of all employees in the bargaining unit.

D. The Representative of the Union shall be permitted to transact Union business on the premises during working hours provided such access does not interfere with the operations of the Employer. Said Representative will notify the appropriate official of his/her presence.

E. The Union will have the right to place posted items in the Traffic Guard Supervisor's office in a duly designated location.

F. The employer recognizes that the designated agent of the Union shall be allowed reasonable time off from their normal employment duties, without loss of pay, to engage in Union activity provided such activity shall not substantially interfere with or interrupt the service provided by the Traffic Guard. It is understood that all Union activity, of whatever kind or nature, shall take place only within the parameters of pre-arranged schedules, and at the locations listed therein, mutually agreed to by the union and the employer.

G. The Union shall be granted ten (10) paid and five unpaid days leave time total, in each year of the agreement to attend to union business, The Union shall provide a one week (1) notice to the employer with the names of the individual who shall be released.

H. The Union may distribute literature to members of the bargaining unit on the premises, so long as it is not disruptive of the Township Business.

ARTICLE XVI – LITIGATION DEFENSE

The Township agrees that whenever a member shall become a defendant in a legal proceeding arising out of or directly related to the lawful performance of official duties, the Township shall provide the member with the necessary means for the defense of such action or proceeding at no cost to the member with the exception of indemnification in the last paragraph below. In order to obtain a defense provided by the Township, the member shall notify the Township Manager and the Director of Public Safety within two days after receipt of notification that the member has been made a party to the legal proceeding.

In any case where the Township has provided insurance coverage for civil liability and that insurance coverage extends to the member and the insurance carrier will provide a defense, it is recognized that the insurance carrier has the right to designate defense counsel. The provision of legal counsel for the defense of the member by the insurance carrier shall satisfy the obligation of the Township under this Agreement to provide for the defense of the member. The term "insurance carrier" shall include any joint insurance fund, which provides coverage to the Township.

The member shall cooperate fully in the defense of the matter.

The Township shall have the full authority to determine the defense strategy in all civil matters and to determine whether the matter should be settled and the terms of any settlement, provided that no payment is required from the member.

It is acknowledged that the Township has adopted an ordinance to provide for the indemnification of employees and the Township agrees to maintain the ordinance provisions. It is further acknowledged that the indemnification of the member does not extend to punitive damages. The Township shall not indemnify an employee if it is established that the employee acted or failed to act because of fraud, actual malice or willful misconduct.

ARTICLE XVII – ANNUAL CHANGE IN POST ASSIGNMENT

All posts which at any time are either unfilled or vacant, whether because they are newly created or for any other reason, shall be filled by seniority among those guards then employed within the unit who have less than four hour daily posts.

That is, each opening shall first be offered to the Traffic Guard with the most seniority among those current members having less than a four-hour daily post.

If that Traffic Guard rejects the offer, the available post shall then be offered to the next most senior Traffic Guard having less than a four hour daily post, and so on until one guard from among that group accepts it.

If no one in that group accepts the post, the Township shall have the right to fill the post without regard to any seniority preference. No guard who has been offered and has accepted a post under this procedure shall have the right to more than one such offer within the period commencing September 1st and ending on the following August 31st.

ARTICLE XVIII- NON-DISCRIMINATION:

The Township and the Union agree that all provisions of this Agreement shall be applied equally to all employee members of the Union in compliance with applicable law against discrimination. All references in this Agreement to employees of the male gender have been used for convenience only and shall be construed to include both male and female employees. All references to "employee" or "member" shall mean those individuals included within the bargaining unit for the purposes of this contract without regard to actual Union membership.

ARTICLE XIX – SICK, PERSONAL, BEREAVEMENT LEAVE

SICK AND PERSONAL LEAVE; EMERGENCY INABILITY TO REPORT FOR DUTY

Members of the Union, who are considered non-classified employees by the New Jersey Department of Personnel, shall each be entitled to five (5) days of leave which may be used for reasons of sickness or other personal reasons.

Up to five (5) unused personal leave days may be carried over from year to year so that the maximum amount of leave available to any member by combining the five (5) days of the current year and five (5) days carried over will be a total of ten (10) days.

Members of the Union, who are considered classified employees by the New Jersey Department of Personnel, shall earn and accrue vacation and sick leave in accordance with the regulations of the New Jersey Department of Personnel.

Whenever a member of the Union intends to use a personal day, that employee shall provide notification at least three days in advance to the Traffic Guard Supervisor. The Township shall designate the person to be notified and shall further designate an alternate to be notified in the event that the employee is unable to reach the designated person.

Whenever a member of the Union is unable to report for duty because of an emergency basis, that employee shall provide notification at least one hour in advance of the scheduled reporting time to the person designated by the Township for that purpose. The Township shall designate the person to be notified and shall further designate an alternate to be notified in the event that the employee is unable to reach the designated person.

In addition to the personal leave provided above, a member of the Union shall be entitled to bereavement leave. An employee will be allowed the following time off in the case of the death of:

Father, mother, grandfather, grandmother, spouse, son, daughter, brother, sister, grandchild, father-in-law, mother-in-law, son-in-law, or daughter-in-law, from day of death up to five working days.

Employees who need additional time beyond that provided above may receive up to an additional five working days of bereavement leave utilizing personal leave subject to the approval of the Director of Public Safety.

Uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree, on the day of burial.

Employees who need additional time beyond that provided above may receive up to an additional five working days of bereavement leave utilizing personal leave, subject to the approval of the Director of Public Safety.

It is understood that Bereavement Leave is granted on an as needed basis and is not accrued from year to year.

ARTICLE XX – LEAVE OF ABSENCE

A member may take a Leave of Absence, without pay, when authorized by the Township, based on the same standards as are applied to other employees, for a period not to exceed thirty (30) days within any calendar year without loss of the established hourly rate for that member. Any member who exceeds the thirty- (30) day *unpaid* Leave of Absence, *without prior authorization*, will be considered as a new employee of the Township upon any subsequent employment.

ARTICLE XXI – TOWNSHIP PERSONNEL COMMITTEE

The Union shall have a representative on the Township's personnel committee. The committee meets on an as needed basis to discuss personnel matters.

ARTICLE XXII – HEALTH AND SAFETY COMMITTEE

The Union shall have a representative on the Township's Health and Safety Committee. The Committee meets on an as needed basis to discuss health and safety matters.

ARTICLE XXIII – PERSONNEL FILE

A. All employees shall have the right to see all documents in their personnel file. An employee shall be permitted to have a copy of any documents in his/her file. The employee must provide a twenty-four hour notice for such request.

B. All employees shall be given copies of all disciplinary matters, evaluation or work performance documents prior to placement of a document in their file at the time the document is so placed. Prior to placement of a document the employee shall first be given the opportunity to initial same. Such initialing shall not indicate anything other than the employee's review of the document. Upon written release from an employee, a Union representative may see and copy documents in the employee's file at no cost to the employee or the Union Representative when an employee has cause related to a dispute.

C. Employees shall have the right to respond in writing to anything placed in their file. Such responses shall be made part of the employees personnel file.

ARTICLE XXIV UNIFORMS AND CLEANING ALLOWANCE

Traffic Guards shall be supplied by the Township with uniforms as required by law, *N.J.S.A.* 40A: 9-154.3, which shall be worn while on duty in accordance with Police Department Regulations.

The Township may, in its sole determination, provide uniforms beyond that required by law, which shall be worn while on duty in accordance with Police Department Regulations.

The Township agrees to provide the Traffic Guards with a cleaning allowance in the amount of Two Hundred Seventy-five Dollars (\$275.00) per year during the term of this Agreement, payable quarterly at the end of each calendar quarter worked. Payments shall be made with the last payroll in March, June, September, and December.

ARTICLE XXV- MANAGEMENT RIGHTS

The Township shall have the right to determine all matters concerning the management or administration of the Traffic Guard function, subject to the provisions of this Agreement.

ARTICLE XXVI – WORKER’S COMPENSATION

Where an employee covered under this agreement suffers a work-connected injury or disability, the employer shall continue the employee at full pay, during the continuance of the employee’s inability to work for a period of up to one year. During this period of time, all temporary disability benefits accruing under the provisions of the Worker’s Compensation Act shall be paid over to the employer.

ARTICLE XXVII – FAMILY AND MEDICAL LEAVE

The employer agrees to be bound by all applicable provisions of the Family and Medical Leave Act, Laws of New Jersey, and those provided under the Federal Family Leave Act that are applicable.

An employee must use paid leave time prior to using unpaid leave.

ARTICLE XXVIII – JURY DUTY

If an employee is called to serve on a Jury they shall be paid their regular pay upon turning over his/her jury check to the employer for the number of days absent from his/her employ.

ARTICLE XXIX – HOLIDAYS

If any member of the Union shall work a detail on any day designated as a specific holiday date by the Township Council, the employee shall be compensated at the rate of two times the applicable hourly rate. Veterans Day shall be recognized as a holiday for the purposes of this section.

ARTICLE XXX – GRIEVANCE PROCEDURE

A grievance, as used in this Agreement, is defined as an alleged breach, misinterpretation or misapplication of terms of this Agreement. Matters within the jurisdiction of the *New Jersey Department of Personnel and Merit System Board*, including but not limited to suspensions, discharges or any other administrative action affecting the classification or status of an employee, are not subject to the grievance procedure.

No settlement of a grievance shall contravene the provisions of this Agreement.

A day, as used in this Agreement, is defined as a weekday, which shall exclude Saturday, Sunday and official Township holidays.

An aggrieved person, who may include the Union, must present the grievance, in writing, to his or her immediate supervisor within 15 days of the occurrence of the event-giving rise to the grievance or within 15 days of when the aggrieved person should reasonably have known of its occurrence. The immediate supervisor, or the shift supervisor, as the case may be, shall attempt to adjust the matter within seven (7) days by meeting with the aggrieved person, or with a designated representative of the Union, where the grievance is presented by the Union, and shall render a decision in writing, with copies to the Director of Public Safety, Township Manager and to the Union.

If the aggrieved person is not satisfied with the decision required above, or if no decision is rendered within the seven (7) days period, the grievance shall be reduced to writing by the aggrieved person and presented to the Director of Public Safety within seven (7) days after the decision is rendered or after the expiration of the seven (7) days day period, if no decision is rendered. The written grievance shall be dated and signed by the aggrieved party or by the

President of the Union and shall set forth the facts upon which the grievance is based, including dates and names of other persons involved, the provision(s) of this Agreement that are alleged to have been violated, and the remedy desired and attached thereto shall be a copy of the decision at the first level, if rendered. The aggrieved person shall serve a copy of the written grievance upon the individual rendering a decision at the first level of this procedure, the Director of Public Safety and upon the Union. The Director of Public Safety or the designated representative of the Director of Public Safety shall meet with the aggrieved person, the designated representative of the Union and the individual rendering the decision at the first level of this procedure. The decision of the Director of Public Safety shall be rendered, in writing, within seven (7) days after the grievance is presented to the Director of Public Safety with copies to the Township Manager and the Union.

If the aggrieved person is not satisfied with the decision rendered above or if no decision is rendered within the seven (7) day period, it shall be presented to the Township Manager within seven (7) days after the decision is rendered or after the expiration of the seven (7) day period provided for in the paragraph above, if no decision is rendered. The written grievance shall include the information set forth above and shall have attached copies of the decisions rendered at the first and second levels, if rendered. A copy of the grievance shall be served upon the Director of Public Safety and the Union. The Township Manager, or the designated representative of the Township Manager, shall meet with the aggrieved person and any representative of the Union designated by the Union in an attempt to adjust the matter within thirty (30) days, and shall render a decision in writing, with copies to the aggrieved person, the Director of Public Safety, and the Union.

In the event a grievance is not settled to the satisfaction of all parties at the conclusion of the paragraphs above, the Union may, within seven (7) days after the decision of the Township Manager or within seven (7) days after the 30th day next following the date the grievance was served on the Township Manager, whichever shall first occur, serve notice on the Township Manager that the matter is being referred to final, binding arbitration. The arbitrator shall be chosen according to the provisions of the N.J.A.C. 19:12-5.1 et seq. The arbitrator's decision in the matter shall be final and binding on all parties. The arbitrator's costs and fees shall be borne by the party that does not prevail in the determination of the arbitrator, but each party shall be solely responsible for the cost it incurs in the production of testimony or evidence.

If a grievance is not appealed within the time limits set forth above, the grievance shall be deemed settled.

NON-CONTRACT GRIEVANCES AND DISCIPLINARY ACTIONS:

Non-contract grievances and disciplinary actions, (except for any major discipline of an employee in the unclassified division who has been hired after April 26, 1979 such discipline shall be processed through the grievance procedure) including, but not limited to, minor suspensions, reduction in rank, discharges or any other minor administrative action affecting the classification or status of an employee shall follow the procedures and shall be reviewable in the same manner as set forth in each of the paragraphs above, in this agreement, except that the decision of the Township manager shall be final and shall not be subject to further appeal or arbitration as long as it is not a major discipline for an unclassified traffic guard hired after April 26, 1979 or a classified traffic guard who has appeal rights under the Department of Personnel, Merit System Board. In either of these two instances appeals to binding arbitration shall be applied.

If a grievance is not appealed within the time limits set forth above, the grievance shall be deemed settled.

Minor and Major Discipline as noted above shall mean Minor and Major Discipline as defined by the New Jersey Department of Personnel.

A non-contract grievance shall be defined as an alleged breach of Township Policy or Standard Operating Procedures for the Unit.

ARTICLE XXXI – PUBLIC EMPLOYEES RETIREMENT SYSTEM

All employees are enrolled in the PERS (Public Employees Retirement System) each employee shall receive an end of the year statement (W-4) as to the amount deducted from the wages of each employee as a contribution to the Public Employees Retirement System.

ARTICLE XXXII – SAVINGS CLAUSE

This Agreement constitutes the entire Agreement between the parties. The parties agree that in the event any federal or state legislation or regulation is passed or there is any judicial decision which would alter the terms of this Agreement, the parties shall meet and discuss the impact of the legislation, regulation or judicial decision and the appropriate action to be taken as a result thereof. No modification or vacation of any term or condition of employment established in this Agreement by judicial, legislative or regulatory act shall serve to automatically void any other provision of this Agreement.

ARTICLE XXXIII - TERM OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 2000 through June 30, 2005, and for succeeding periods of twelve (12) months unless either party shall notify the other in writing prior to April 1, 2005, or prior to April 1st of the appropriate succeeding twelve (12) month period, of its desire to negotiate a new contract, within the limits provided for herein, and if no Agreement shall have been reached on the date of the expiration of this Agreement, the Agreement shall be extended until the negotiations have been completed and a new Agreement takes effect.