

AGREEMENT BETWEEN

THE TOWNSHIP OF SADDLE BROOK

AND

LOCAL 560 IBT
(WHITE COLLAR EMPLOYEES)

JULY 1, 2015 through DECEMBER 31, 2019

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PREAMBLE

This agreement made this day of _____ 2017, by and between the Township of Saddle Brook, (hereinafter called "Township"), a municipal Corporation of the State of New Jersey and a public employer and IBT Local 560 (hereinafter called the "Union"), a Collective Bargaining Representative of certain white collar personnel employed by the Township.

WHEREAS, both parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer employee relationship existing between them and wish to enter into a complete Agreement covering the terms and conditions of employment, and

WHEREAS, the parties have by good faith collective bargaining reached an Agreement with respect to such terms and conditions of employment, and

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

ARTICLE I-RECOGNITION

The Township recognizes the Union as the exclusive bargaining agent for all white collar employees of the Township excluding managerial and supervisory employees within the meaning the New Jersey Employer-Employee Relations Act.

ARTICLE II-MAINTENANCE OF EXISTING BENEFITS & RIGHTS

A. Management

The right to manage the affairs of the Township and to direct the working forces and operations of the Township, subject only to the limitations of this Agreement and applicable State Law, is vested in and retained by the Township.

B. Employees

Except as expressly otherwise provided herein, all rights, privileges and benefits which employees of the Township White collar workers have heretofore enjoyed and are presently enjoying as a result of Township practices, ordinances, resolutions or policies or pursuant to any State statute as of the date of execution of this Agreement shall be maintained and continued by the Township during the term of this Agreement. All employees shall retain all civil rights guaranteed them under Federal law, and under the laws of the State of New Jersey.

ARTICLE III-GRIEVANCE PROCEDURE

A. Suspensions, Demotions, Removals

In any case where a permanent employee in the classified service as defined in the NJ State Department of Personnel Rules and Regulations is issued a preliminary notice of disciplinary action involving (a) suspension of more than five (5) days at one time, (b) the third suspension or third fine in one calendar year or suspensions aggregating more than fifteen (15) days in one calendar year, (c) demotion, or (d) removal, the Mayor and/or Business Administrator shall conduct a hearing on the matter. The procedures set forth in the NJ State Department of Personnel rules and regulations shall be binding. **Any other discipline (such as a suspension of 5 days or less) shall be grievable and arbitrable.**

B. Grievance Procedure

The term “grievance” means any dispute between the Township and the Union, an individual employee, a group of employees covered by this Agreement, with respect to the interpretation, application, or violation of any term or condition of employment.

The purpose of this Article is to provide for mutually satisfactory settlement of grievances. Any agreement to voluntarily resolve a grievance shall be written and signed by the Township, Union and the grievant.

Step 1. The Union and/or the grievant shall present a written grievance to the Department Head within fifteen (15) working days of the event leading to the grievance. The Department Head shall render a written decision within ten (10) working days after the grievance has been presented to him.

Step 2. If the grievance is not resolved, the Union shall within fifteen (15) working days of the decision, present a written appeal to the Business Administrator or designee. Such presentation shall contain copies of all previous correspondence relating to the grievance. The Business Administrator shall render a written decision within ten (10) working days of receipt of the appeal.

The Business Administrator may choose to meet with the Union for the purposes of resolving the grievance. In such circumstances, the ten (10) days will begin to run from the end of the meeting.

Step 3. In the event that the grievance is not resolved, the Union shall present a request for the appointment of arbitrator to the Public Employment Relations Commission within fifteen (15) working days of the decision of the Business Administrator.

Arbitration Process

- a. The Arbitrator shall be selected, in accordance, with the rules and regulations of the Pubic Employees Relations Commission "PERC".
- b. The Arbitrator shall conduct a hearing, and shall render his / her decision in writing, with findings of facts and conclusions.
- c. The Arbitrator shall not add to, subtract from, modify or amend in any way, to this Agreement.
- d. The decision of the Arbitrator, shall be final and binding upon the parties, subject to the rights of the parties, under N.J.S.A. 2A : 24-1 et seq.
- e. The cost of the Arbitrator will be borne equally, by both the Union and the Township, all other expenses incurred by each side, including the presentation of witness, will be borne, by the side incurring same.

ARTICLE IV-WORK WEEK

- A. The normal workweek for full-time employees shall be Monday through Friday consisting of 32 ½ hours per week.
- B. All work performed in excess of the specified hours in any workday or any workweek shall be paid at the overtime rate of one and one and one-half employee's hourly wage.
- C. Full time employees shall receive their annual salary bi-weekly in equal gross paychecks.

Part-Time Employees

- A. Part-time employee means any employee who, by arrangement, regularly works a constant percentage of the regular normal workweek, and is paid at an hourly rate. Part-time employees who meet the definition, as set forth shall accrue vacation leave credit and sick leave credit on a proportionate basis, in accordance with the NJ State Department of Personnel computation guide.

ARTICLE V-HOLIDAYS

A. All full-time employees shall be entitled to receive wages based on one full day's pay for each of the following holidays:

New Year's Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	<u>1 Floating Holiday</u>
Good Friday	Thanksgiving Day
Memorial Day	The day following Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Christmas Eve

If any of the above holidays fall on a Saturday or Sunday, the following shall be adhered to:

- (1) If the holiday falls on a Saturday; the same shall be celebrated on the preceding day, namely, Friday;
- (2) If the holiday falls on a Sunday, the same shall be celebrated on the following day, namely, Monday.

B. When an employee works on any of the above holidays, or if a holiday falls within the employee's vacation period, he or she is to be paid double time for said hours; which shall be provided in cash or time due at the option of the employee.

C. Part-time employees are entitled to five (5) paid holidays (Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day and Good Friday).

ARTICLE VI-VACATION LEAVE

Employees shall be granted annual vacation leave, with pay, in and for each calendar year of employment as provided herein below:

(1) LENGTH OF EMPLOYMENT	WORKING DAYS
Under 1 year	1 working day per month
1 year to 4 years inclusive	13 working days per year
5 years to 8 years inclusive	16 working days per year
9 years to 12 years inclusive	19 working days per year
13 years to 16 years inclusive	22 working days per year
17 years to 20 years inclusive	25 working days per year
21 years to 25 years inclusive	28 working days per year
26 years and over	31 working days per year

(2) When leave for vacation or any part thereof, is not utilized in a calendar year by reason of pressure of business, such leave for vacation, or part thereof, not granted shall accumulate and shall be granted during the next succeeding year only. An employee shall be allowed to carry forward into the succeeding year without authorization, not more than ten (10) vacation days. These carried forward days must be the first used in the succeeding year. If said days are not used, except if prohibited by the Township due to pressure of business, the days will be lost. Additionally, any days in excess of the ten days and not used, shall be lost.

(3) An employee with seven (7) years of completed service to the Township and upon sixty (60) days notice who becomes severed from employment on or after March 1st shall be credited with all the sick, personal and vacation leave due them for that year. Any employee who is severed from employment prior to March 1st, or does not provide sixty (60) days notice, except in exigent circumstances, and/or does not have seven (7) years of completed service employment with the Township shall be credited with only their prorated sick, personal and vacation leave for that year upon severance from service.

(4) In the event that an employee is laid-off, resigns or retires, the Township shall pay that employee, the employee's estate or surviving spouse and minor children accrued vacation and sick leave, as per the respective language and/or schedules, earned during their employment at the employee's rate at the said time of severance.

This shall apply provided an employee has an effective termination date on or after March 1st of that year and provides notice to the employer of termination of at least sixty (60) days prior to the effective date.

Less than sixty (60) days notice will be permitted only under exigent circumstances which prohibit satisfying the full notice period.

ARTICLE VII-HOSPITALIZATION AND INSURANCE BENEFITS

A. All Full-time employees and their dependents continue to be covered by the same group insurance benefits including, but not limited to medical, dental, vision, life, accidental death and disability policies as are in force on the date of the execution of this Agreement. Health deductibles for unit members shall remain \$200.00 individual in network, \$400.00 family in network and \$250.00 individual out of network, \$1,000.00 family out of network. A \$15.00 doctor office co-pay will also remain in effect upon ratification of the agreement.

1. Deductibles will be (\$200.00) Individual in Network, (\$400.00) Family in Network, (\$250.00) Individual Out of Network, (\$1000.00) Family Out of Network, and (\$15.00) Dr. Offices co-pay.
2. Dental coverage is \$2000.00 with \$2000.00 orthodontics coverage.
3. Prescription Plan with GSPO Inc. is a one (\$5.00) co-pay for Generic Brand and (\$5.00) for Brand name if there is no Generic, and (\$25.00) when Brand name is chosen when Generic is available.
4. The Life and Accidental Death policy **shall** cover the employee only. **The amount shall be \$25,000 plus \$25,000 for accidental death benefit.**
5. The Township will provide, at its own expense, workers compensation insurance coverage, as is mandated by State statute.
6. Vision Coverage: Effective on January 1, 2017, vision coverage shall be increased to **two hundred** (\$200.00) dollars per year. Employees, at their option may elect to use collectively **four** hundred (\$400.00) dollars for any two (2) year benefit period.

7. The Township shall pay all costs of the premiums, for health insurance coverages, within State statutes. The contribution by employees to the cost of healthcare shall not increase unless required by Chapter 78.

8. The Township shall offer a buyout option beginning October 2012 between 10/1 and 12/1 annually to any employee choosing to opt out of the benefit package offered. The compensation of twenty-five (25%) percent or \$5,000, whichever is less, shall be paid any employee opting out.

9. The Employer agrees to provide and sponsor a disability program, enrollment in which shall be at the option of the employee. The employee shall in his/her discretion select coverage of his/her own choosing in the plan. Effective on January 1, 2017, the Employer shall reimburse the employee up to \$300.00 per annum attributable to the premium cost of the selected coverage. Payment shall be made by the Employer in December of each calenderer year. Prorated payment shall be provided in the event the employee is enrolled for a portion of the year. To receive this benefit, the employee must be enrolled in the Township sponsored plan and not enrolled in any other plan selected by the employee.

10. Retired Employees: The Township agrees to continue its practice of providing certain health insurance benefits for retired employees and their dependents as stated herein below:

(a) Employees who retire on a disability pension with at least ten (10) years of service, or

(b) Effective on February 1, 2003 all full time employees on the payroll prior to January 1, 2012 who retire at the age of 55 with 20 years service with the Township shall retain their health benefit coverage. Full time employees hired after January 1, 2012 who retire at the age of 55 with 25 years service with the Township shall retain their health benefit coverage.

(c) In the event of the death of a retired employee, said retiree's surviving spouse and minor surviving children shall be entitled to the continuation of the retiree's benefits as would have been available had the retiree not died. Said benefits shall continue through the minority of the surviving children.

ARTICLE VIII-SICK LEAVE

A. Sick leave shall accrue at the rate of one (1) day per month from the date of hire through December 31 of the first year of employment and thereafter each full time employee is hereby granted fifteen (15) working days of sick leave time for each calendar year.

B. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting tome, except in those work situations where notice must be made prior to the employee's starting time. An employee who shall be absent on sick leave for five (5) or more consecutive working days, upon request by the Township, shall be required to submit acceptable medical evidence substantiating his or her right to such leave. In case of leave of absence due to exposure to a contagious disease, a certificate from the Department of Health shall be required before return to employment if requested by the Township. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

C. All full-time employees upon retirement shall be entitled to receive the retirement benefit

noted below. The retirement benefit shall be based upon accumulated and unused sick

leave as follows:

Years of Service	Payment
less than 21	50% of sick leave accumulated
Over 21 less than 22	50% of sick leave accumulated
Over 22 less than 23	50% of sick leave accumulated
Over 23 less than 24	50% of sick leave accumulated
Over 24 less than 25	50% of sick leave accumulated
Over 25 less than 26	50% of sick leave accumulated
Over 26 less than 27	50% of sick leave accumulated
Over 27 less than 28	50% of sick leave accumulated
Over 28 less than 29	50% of sick leave accumulated
Over 29 less than 30	50% of sick leave accumulated
Over 30	50% of sick leave accumulated

D. An employee desiring to retire and to receive the aforementioned retirement benefits must give the Governing Body of the Township of Saddle Brook a notice, in writing, at least six (6) full calendar months prior to the date that the employee desires his leave from service to actually begin and once said notice is given the employee shall not be permitted to rescind the notice or to alter or change the decision to retire and said decision shall be considered final and irrevocable upon filing said notice with the Governing Body.

E. Payment of the Employee's retirement benefits provided in this Article shall be made by the Township over a thirty-six (36) month period and shall be in three (3) equal annual payments, the first payment to be made on the Employee's actual first day of retirement or on the first regular payroll date that all other employees are paid following the Employee's actual date of retirement, whichever is more convenient for the Township Treasurer and each payment thereafter shall be made on or about the actual anniversary date of the employee until the last payment is made. In the event an employee on retirement should fail to survive and receive the full retirement benefits, any unpaid portion of the retirement benefits shall be paid by the Township of Saddle Brook to the beneficiary designated by the employee on a form to be filled out by the employee at the time of retirement, provided that 20 years of employment have been completed.

F. Any Employee hired on or after January 1, 2012, will be capped at an amount not

to exceed twelve thousand (\$12,000.00) in allowable sick time benefits upon retirement.

G. FAMILY LEAVE

An employee taking FMLA or NJFMLA shall have the option to use paid time off (sick, vacation, etc.) or to receive no pay during such leave.

H. In the event that employee is terminated for cause, that employee, employee's estate or surviving spouse and minor children shall not be entitled to receive any sick leave earned during their employment, which was accrued up to the end of their employment.

SICK TIME PAYMENT AT TIME OF RETIREMENT

1. Employees with sick time worth less than \$6,000.00 shall be paid in one check upon retirement.
2. Employees with sick time worth between \$6,000.00 and \$10,000.00 shall be paid $\frac{1}{2}$ of said amount at the time of retirement and $\frac{1}{2}$ in January of the following year.
3. Employees with sick time worth over \$10,000.00 shall be paid out over a 3 year period. $\frac{1}{3}$ shall be paid at retirement and the rest shall be paid each year, for the next 2 years, on the anniversary of the retirement date.
4. Employees hired after January 1, 2012 shall not exceed \$12,000.00 in allowable sick time benefits upon retirement.

ARTICLE 1X-WORK RELATED INJURIES AND ILLNESS

A. The Township shall make payment of his or her full salary to any employee who is present for a work-related injury which is covered by "Worker's Compensation" and which injury prevents the employee from performing his or her duties, provided that the employee assigns and pays over to the Township any payments made to him or her for temporary disability under the Worker's Compensation Law of the State of New Jersey. Such payments of his or her full salary during such absence will continue only during the time the employee qualifies for and is paid temporary disability under the Worker's Compensation Law of the State of New Jersey.

B. Effective with the execution of this agreement, all newly hired employees shall not receive any additional compensation over and above what the employee is entitled to receive pursuant to the New Jersey Law of Workers Compensation.

ARTICLE X-PERSONAL LEAVE

A. In addition to any other leave provided for in this agreement, each full time employee shall be entitled to five (5) personal days off with pay per calendar year. The fifth day in any given calendar year may be given in lieu of Martin Luther King's Holiday. Unused personal days shall not accumulate from year to year. Part-time employees shall be entitled to two (2) personal days off with pay during a calendar year.

B. Personal leave shall be granted provided the employee provides reasonable notice and the Township has sufficient personnel in that employee's department/work to tend to business in the ordinary course.

ARTICLE XI-SALARIES & COMPENSATION

A. The following wage percentage increases shall be made as of the date stated to base annual salaries:

Effective on January 1, 2016 a general across the board wage increase of 2.0% added to the base salary.

Effective on January 1, 2017 a general across the board wage increase of 2.0% added to the base salary.

Effective on January 1, 2018 a general across the board wage increase of 1.75% added to the base salary.

Effective on January 1, 2019 a general across the board wage increase of 1.75% added to the base salary.

B. A full time employee who shall receive an upgrade in title (promotion) shall receive an increase in base annual salary of \$1,000.00, effective upon date of promotion.

C. The starting salary for a clerk/typist shall be \$30,000.00.

D. The starting salary for part time employees shall not be more than the starting hourly rate for a full time employee in that title, which wage is to be effective as of the date of this contract.

E. Any compensatory time accrued in excess of forty-eight (48) hours must be used within said calendar year. If said hours are not used, except if prohibited by the Township due to pressure of business, the hours will be lost.

ARTICLE XIII-LONGEVITY PAYMENTS

A. Employees covered by this Agreement shall receive a longevity payment based upon the number of years completed service as a Township Employee (regardless of job title). The manner of computing the longevity payment shall be to multiply the base annual salary times the applicable percentage set forth below:

Over 3 years	1%
Over 5 years	2%
Over 7 years	3%
Over 9 years	4%
Over 11 years	5%
Over 13 years	6%
Over 15 years	7%
Over 17 years	8%
Over 19 years	9%
Over 21 years	10%
Over 23 years	11%
Over 25 years	12%
Over 27 years	13%
Over 29 years	14%
Over 31 years	15%

The number of years of completed service shall be measured from the date of hire and each anniversary of the date of hire shall be considered a complete year of service.

*All Employees hired on or after January 1, 1999 will not be eligible for longevity.

ARTICLE XIV-BEREAVEMENT LEAVE

A. Upon death of a father, mother, grandfather, grandmother, spouse, child, brother or sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, or grandchild, an employee, upon his or her request, shall have bereavement leave, or three (3) days, with pay, from the date of death to and including the date of burial; except where unusual and extenuating circumstances prevail.

B. Upon the death of an uncle, aunt, nephew, niece, brother-in-law, sister-in-law or cousin, an employee upon his or her request, shall have the right to time off, with pay, on the date of burial only.

C. Notwithstanding the provisions hereinabove, if the death or burial occur while the employee is on a regularly scheduled day off, then the employee shall not be entitled to bereavement leave in place of the regular day off.

ARTICLE XV-SEPARABILITY

If any provision of this Agreement or any application in this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVI-FULLY BARGAINED PROVISION

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both the parties at the time they negotiated or signed this Agreement.

ARTICLE XVII-TERM

A. This agreement shall become effective as of July 1, 2015 and shall remain in full force and effect until midnight on December 31, 2019.

B. In the event the parties do not enter into a new Agreement on or before midnight June 30, 2015, then this Agreement shall continue in full force and effect until a new Agreement is executed.

TOWNSHIP OF SADDLE BROOK

IBT 560

By: Robert Duhato
Dated: 8-24-17

By: Tom Bagley BIA
Dated: 8-28-17

ATTEST:
Christina Deio
Dated: 8-24-17

ATTEST:
Patricia Brantner #3
8/28/17

SIDE MEMO

Effective January 1, 2016, Jen Colgan shall receive an increase of \$7,000 and will not receive the two (2%) percent effective January 1, 2016.

Effective January 1, 2017, Joan Ramsey shall receive a base salary of \$41,000 and her stipend shall be eliminated.