

COLLECTIVE NEGOTIATIONS AGREEMENT

BY AND BETWEEN

THE TOWNSHIP OF HARDYSTON

AND

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL 125 DISPATCHERS UNIT

2020

2021

2022

2023

2024

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ARTICLE I
PREAMBLE

AGREEMENT made this 1 day of January 2020 by and between TOWNSHIP OF HARDYSTON, (hereinafter referred to as the "Township") and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 125 (hereinafter referred to as the "Union").

WHEREAS, it is the desire of the parties to enter into a labor agreement to implement the matters herein contained and negotiated;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Township and the Union agree as follows.

ARTICLE II
RECOGNITION

The Township recognizes the Union as the exclusive bargaining representative for the purpose of collective negotiations for all negotiable items of employment with respect to all regularly employed dispatchers employed by the Township of Hardyston with the exception of those employees pursuant to PERC Docket No. RO-2019-043 dated March 7, 2019.

Whenever titles are used in this Agreement, they shall be defined to include the plural as well as the singular and to include male and females.

ARTICLE III
WORK RESPONSIBILITIES

A. The employer recognizes that certain kinds of work are performed by members of the bargaining unit.

B. Non-bargaining unit employees shall not ordinarily perform bargaining unit work except for purposes of training, supervising, or emergencies which shall not deprive bargaining unit members of overtime opportunities. This provision shall be intended to prevent the Township from utilizing non-bargaining unit employees as a direct means of eliminating a job.

C. This provision is not intended and does not preclude, prevent or infringe upon the Township's managerial right to subcontract unit work.

ARTICLE IV
UNION SECURITY

The Township agrees it will give effect to the following form of Union Security.

A. All present employees who are members of the Local Union on the effective date of this Agreement can remain members of the Local Union in good standing by payment of the regular monthly dues.

B. It is agreed that at the time of hire, newly hired employees, who fall within the bargaining unit, will be informed by the Union they have the chance to join the Union thirty-one (31) days thereafter.

C. The Township will notify the Union of any newly hired employees within fifteen (15) days of their starting date.

ARTICLE V
MANAGEMENT RIGHTS

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, including, but without limiting the generality of the foregoing, the following rights:

- A. The executive management and administrative control of the Township government and its properties and facilities, and activities of its employees;
- B. To hire all employees and subject to the provisions of law, to determine their qualification and conditions of employment, or assignment and to promote and transfer employees;
- C. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law;
- D. To promulgate rules, regulations, policies and procedures to provide for an orderly and efficient personnel management system for the Township of Hardyston;
- E. Nothing contained herein shall be construed to deny or restrict the Employer in its exclusive right to administer the Township and Police Department/Dispatcher operations;
- F. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and the authority under N.J.S.A. 40:A et. seq., so long as same does not interfere with any negotiated term or condition of employment contained in this Agreement.

ARTICLE VI
CHECK-OFF

- A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52: 14-15 9(e) as amended.
- B. A check-off shall commence for each employee upon completion of his/her probation period who signs an authorization card, supplied by the Union and verified by the Township Clerk or his/her designee during the month following the filing of such card with the Township.
- C. The Township shall remit the amounts deducted to the Union monthly, on or before the fifteenth (15th) of the month following the month in which such deductions were made. The Union shall advise as to the number of pay periods from which the dues and initiation fees shall be deducted.
- D. These deductions shall commence thirty (30) days after the beginning of employment in the unit, or ten (10) days after re-entry into employment in the unit.
- E. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish the Township an official notification on the letterhead of the Union and signed by the president of the Union advising of such changed deductions.
- F. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms to the Township Clerk or his/her designees.
- G. The Union agrees to indemnify and hold the Township harmless against any liability, cause of action or claims of loss whatsoever arising as a result of said deductions.
- H. The Township agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Township of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any other than a week in which the employee earned a wage. The Township shall transmit to DRIVE National Headquarters on a monthly basis, in one check

and the total amount deducted along with the name and social security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Township annually for the employer's actual cost for the expenses incurred in administering the weekly payroll plan.

ARTICLE VII **BULLETIN BOARDS**

The Township agrees to provide one (1) bulletin board at the work location of the bargaining unit employees for the exclusive use of the Union to post notices and other Union information. Only information pertaining to Union business shall be posted on the bulletin board.

ARTICLE VIII **VISITATION**

Provided the Township is notified upon arrival, a duly authorized Representative of the Union, shall be admitted on the premises of the Township on Union business, concerning the enforcement and applicability of this Agreement and all terms and conditions of employment. Such visits are not intended to unduly interfere with the duties of the employees.

ARTICLE IX **SHOP STEWARD**

A. The Township recognizes the right of the Union to designate one (1) employee representative for the Dispatchers unit and one (1) Assistant steward. The Township also recognizes the right of the Union to designate alternate stewards to act in the absence of designated Shop Steward or Assistant. The Shop Steward can raise with the Township any questions concerning the enforcement and applicability of this Agreement and all terms and conditions of employment. The Union shall furnish the Township in writing the names and respective departments/divisions of the Shop Stewards.

B. The aforementioned Shop Stewards shall be granted time with pay during working hours to investigate and seek to settle grievances and to attend all meetings and conferences on collective negotiations when such meetings or conferences are scheduled. The Shop Steward shall be given leave

without pay to attend Local 125 and IBT conferences. The shop steward shall be present whenever the Township meets with an employee to administer or investigate discipline.

C. A Shop Steward shall be member of the Union covered by this agreement and elected by the members of the Union covered by this agreement or appointed by the Union according to the Union's bylaws. The Township shall neither appoint nor recommend any candidate for either position.

D. The Shop Stewards duties shall be to see to it that the relationship between the Employees and the Township shall be maintained on as harmonious a basis as is reasonably possible, consistent with the terms of the Agreement. The Township shall allow the Shop Steward a reasonable amount of time during the course of the work day for the performance of his/her duties.

E. Whenever the Employer hires a new Employee covered by this agreement, the Union and the Shop Steward will be notified in writing as soon as practical, not later than fifteen (15) days after the new employee is hired.

ARTICLE X **RETENTION OF BENEFITS**

A. Except as otherwise provided herein, all mandatory negotiable working conditions under which the Employees are working under on the execution of this Agreement shall be maintained and continued by the Township during the term of this Agreement. Current conditions shall also be maintained during the period when the agreement has expired until a new agreement is in effect. The Township may only change these working conditions after meeting and conferring with the union and negotiating the impact of any proposed change on the members.

B. The provisions of all municipal ordinances and resolutions pertaining to the Employees, except as specifically modified herein, and to the extent said ordinances or resolutions do not conflict with the Agreement shall remain in full force and effect during the term of this Agreement and shall be incorporated in the Agreement as if set forth herein at length.

ARTICLE XI
MAINTENANCE OF WORK OPERATIONS

A. During the term of this Agreement, the Union agrees not to engage in or support any strike, work stoppage, slowdown, or other job action by employees covered by this Agreement, but shall not be liable for unauthorized action of employees covered by this Agreement.

B. No lockouts of employees shall be instituted or supported by the Township during the term of this Agreement.

C. These agreements are not intended to limit the freedom of speech of the Union or its members.

ARTICLE XII
RULES AND REGULATIONS

A. Proposed new rules or modifications of existing rules covering mandatorily negotiable working conditions shall be negotiated with the Union before they are established.

B. Any new policies or changes to existing policies shall be posted on the bulletin board or in the electronic communication and document management system utilized by the Police Department in addition to being provided to the Union in writing.

C. All policies and directives determined by the Township's management, which bargaining unit employees are expected to comply with or maybe affected by, shall be provided to the Union in writing.

D. All written rules and regulations shall be provided to the Union immediately upon promulgation.

ARTICLE XIII
NON-DISCRIMINATION

A. There shall be no discrimination by the Township or the Union against employees on account of gender, race, color, religious creed, age, sexual orientation, national origin, disability, perception of disability, marital status, civil union status, domestic partnership status, familial status, affectional orientation, gender identity or expression, genetic information, atypical heredity cellular or blood trait, or any other protected status.

B. There shall be no discrimination, interference, restraint, or coercion by the Township or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employees on behalf of the Union.

ARTICLE XIV
JOB POSTING/BIDDING

A. When in the sole judgment of the Township, a need exists to fill a vacancy, the vacancy shall be posted on the bulletin board for a period of fourteen (14) days and shall contain the title of the job, the hourly rate of pay, and the anticipated hours of work.

B. Provisions for part-time employees, and employees who are on leave of absence or sick leave to participate in bidding on such jobs shall be made by the Township. Unless an obvious deficiency exists, the employee(s) with the longest service as a dispatcher, who holds the necessary licenses and/or certificates, to the extent required, and is qualified for the position, who signifies interest will be given the opportunity to qualify for the job on a six (6) month basis.

C. If he/she qualifies in the opinion of the Township for the job for which he/she has bid, he/she shall be assigned to that job and he/she shall be paid at the rate of that job for all hours worked from the date on which he/she began his trial period.

D. If at any time during the six (6) month trial period the Township concludes that the employee is not qualified, he/she shall thereupon be regarded as having failed to qualify and shall revert to his/her former job at the rate of pay the Employee was earning in the former position, subject to any increase as provided for in this Agreement.

ARTICLE XV
PROBATIONARY PERIOD

A. All fulltime employees hired during the term of this Agreement shall serve a probationary period of one hundred and eighty (180) calendar days. All part-time employees hire during the term of this Agreement shall serve a probationary period of three hundred and sixty-four days (364). During this probationary period, the Township reserves the right to terminate a probationary employee for any reason. An employee so terminated shall not have recourse through the grievance procedure set forth in this Agreement.

B. The Township will not use this provision for the purpose of evading any other benefit that an employee is entitled to under this Agreement.

C. Upon completion of the probation period, the Employee's original date of hire shall be used for determining his length of service with the Township.

D. A probationary employee shall be eligible for membership in Local 125 after thirty-one (31) calendar days.

ARTICLE XVI
HOURS OF WORK AND OVERTIME

A. The schedule of hours of work per day and days of work per week shall be posted by the Chief of Police.

(1). Dispatchers Working Eight Hour Shifts: Any hours worked in excess of eight (8) hours in any work day, shall be compensated at the rate of one and one-half times the employee's regular rate of pay, provided that said overtime is authorized by the Chief of Police.

(2). Dispatchers Working Ten Hour Shifts: Any hours worked in excess of ten (10) hours in any work day, shall be compensated at the rate of one and one-half times the employee's regular rate of pay, provided that said overtime is authorized by the Chief of Police.

(3). Dispatchers Working Twelve Hour Shifts: The work period of dispatchers working twelve (12) hour shifts shall be 14 days, as permitted by Section 207(k) of the Fair Labor Standards Act, and each dispatcher shall work eighty-four (84) within the 14 day period at the regular rate. Any hours worked in excess of 84 hours in the 14 day work period shall be compensated at a rate of 1 and ½ times the dispatcher's regular rate of pay, provided that said overtime is authorized by the Chief of Police. Employees will be paid 104 hours of compensatory time hours per year as compensation for the 4 extra hours worked each 14 day period. Employees can elect to take the full 104 hours as compensatory time, or the Employees can elect to take 52 hours as compensatory time and 52 hours of salary at their regular rate of pay, or take all 104 hours as salary at their regular rate of pay. The Employees must elect how they intend to take the extra 104 hours by December 1 of the prior calendar year. The election of how the time is to be taken must be done in writing to the Chief of Police. The compensatory hours shall be paid at the dispatcher's regular hourly rate of pay and will be paid equally across 24 pay periods.

B. Part-time dispatchers shall be paid an overtime rate of one and one half (1.5) his/her regular hourly rate for all hours actually worked in excess of forty (40) hours in a week.

C. For the purposes of overtime compensation, all paid time off, except for sick leave, shall be counted as time worked for the purpose of calculating hours worked.

ARTICLE XVII
OUTSIDE EMPLOYMENT

A. A Township employee must be available to work overtime for the Township when there is an emergency or a departmental requirement. An employee's position with the Township shall take precedence over any other employment.

B. Neglect of one's responsibilities due to other employment/activities shall be cause for termination.

ARTICLE XVIII
SUBCONTRACTING

A. The Township prior to issuance of any contract, the purpose of which is to subcontract bargaining unit work which will result in the layoff of members of the Union, agrees to notify the Union forty-five (45) calendar days in advance of the advertising for such contract for purposes of full and complete discussion of the Employer's proposal so that the Union may present suggestions or discussions to try to avoid layoff.

ARTICLE XIX
SENIORITY/LAYOFFS

A. Seniority is defined as employment based on the length of continuous service with the Township from the date of hire as a dispatcher.

B. A seniority list shall be made available to the Union once a year, on or before February 1st, showing the date of hire or last date of rehire of all employees in the bargaining unit.

C. Seniority shall prevail in all instances.

D. An employee shall, on the day worked immediately following the successful completion of the probationary period, be considered to have seniority as of the date of hiring.

E. Seniority shall prevail for layoff and recall. The person or persons last hired shall be the first to be laid off. Employees who are laid off will be eligible for recall up to a maximum of one (1) year from date of layoff. Employees shall be recalled in the inverse order of their layoff provided that the employee report for duty within one (1) week of this notice of recall which shall be by regular and certified return receipt mail, addressed to the employee's latest address in the Township's files, a copy of which shall be mailed to the union.

ARTICLE XX
DISCIPLINE

A. In the administration of this Article, the parties agree that the principle of progressive discipline shall be a guide, but is not required and it shall be understood by the parties that discipline is meant to be corrective rather than punitive. The Township has the right to implement discipline at any level, even in the absence of prior disciplinary infractions depending on the severity of the Employee's infraction.

B. The Township has the right to discipline Employees by advising, counseling, verbal or written warnings, suspension, demotion or termination for just cause.

C. The disciplinary investigation process shall conform to the New Jersey Attorney General Guidelines for Internal Affairs Policy and Procedures a copy of which is attached to this Agreement.

D. The written notice of discipline shall have a place for the employee to sign that he/she received a copy thereof and is aware that such notice is being placed in his/her file. Copies of same shall be supplied to Shop Steward and Union.

E. The employee must have Union representation for all disciplinary actions.

ARTICLE XXI
GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise affecting the interpretation, application or enforcement of any provisions of this Agreement, or the rules, regulatory policies, orders or practices of the Township which affect terms and conditions of employment, or involve disciplinary matters. The parties agree that this procedure will be kept as informal as may be appropriate.

B. The term "grievance" as used herein means any controversy arising over the interpretation, application or enforcement for any provision of this Agreement or the negotiable rules, negotiable regulations, negotiable policies, negotiable orders or negotiable practices of the Township which affect the terms and conditions of employment, or, involve disciplinary matters, by an individual or the Union on behalf of any individual or group of individuals.

C. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step 1

- a) An aggrieved employee or the Union shall institute action under the provisions hereof within fifteen (15) days of the occurrence of the grievance by filing a written grievance with the Chief of Police and the Township.
- b) The Chief of Police shall render a written decision within ten (10) days after receipt of the grievance.

Step 2

- a) In the event the grievance has not been resolved through Step One, then within ten (10) days following the determination of the Chief of Police, the matter may be submitted in writing to the Township Manager.

- b) The Township Manager shall review the matter and make a written determination within ten (10) days from the receipt of the grievance.

Step 3

- a) In the event the grievance has not been resolved through Step Two, then within ten (10) days following the determination of the Township Manager, the matter may be submitted in writing to the Mayor and Council.

- b) The Mayor and Council shall review the matter and make a written determination within thirty (30) days from the receipt of the grievance.

Step 4 Arbitration

- a) If the grievance is not settled through Steps One, Two, and Three, the Union may refer the matter to the NJ Public Employment Relations Commission within ten (10) days after determination by the Mayor and Council. An arbitrator shall be selected pursuant to the rules of the NJ Public Employment Relations Commission.

- b) The arbitrator shall be bound by the provisions of this Agreement and past practice, and restricted to the application of the facts presented to him involved in the grievance. The decision of the arbitrator shall be binding.

- c) 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.

- d) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed, then the disposition of the grievance at the last proceeding step shall be deemed to be conclusive. Nothing herein

shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.

ARTICLE XXII
UNIFORMS

- A. Uniforms and proper attire are determined by the Chief of Police.
- B. Each full time Dispatcher shall receive a two hundred and fifty (\$250.00) yearly allowance for the purchase of work attire. The allowance shall be issued by the Treasurer upon receipt of the proof of purchase in accordance with the amount of the receipts submitted.
- C. The Township shall purchase one (1) Class A uniform for each full-time Dispatcher at the time the Dispatcher is hired as, or promoted to, a full-time position.

ARTICLE XXIII
CALL IN PAY

- A. Full-time employees called to work outside of their regularly assigned shift shall be entitled to a minimum of two (2) hours call in pay at the overtime rate of one and one-half (1½) times the regular hourly rate.
- B. Part-time employees called to work outside of their regularly assigned shift shall be entitled to a minimum of two (2) hours call in pay at their regular hourly rate.
- C. The parties agree that when an employee is injured while traveling in response to, or as a result of recall, and he sustains an injury during such period, the said injury shall be considered as an injury on duty for all purposes under this agreement.

ARTICLE XXIV
ON THE JOB INJURY/WORKERS COMPENSATION

A. In the event an employee becomes disabled by reason of a work related injury or illness and is unable to perform his duties, then in addition to any sick leave benefits otherwise provided for herein, he/she may be entitled to Workmen's Compensation benefits.

During the period of time in which the employee has been certified to be unable to work due to work related injuries, the Township shall pay the employee the difference between his/her regular pay and the worker's compensation payments for a period of up to one year. At the Township's option, Township may pay the employee his/her regular salary and require the employee to surrender the worker's compensation payment to the Township or the Township may pay the difference between the workmen's compensation payment and the employee's regular salary. The employee shall be eligible to maintain his/her medical benefits as provided for in this Agreement. However, employee shall be required to make the monthly medical benefit premium contribution.

B. An employee who sustains any injury while working shall make a report to his/her supervisor as soon as possible but no later than twenty-four (24) hours after the injury. Failure to report said injury may result in a denial of benefits under this Section.

C. The supervisor will provide a list of authorized doctors and medical facilities from which the employee may select treatment. The injured employee shall not go to his/her regular physician or provider unless they are included within the authorized list provided by the Township. In case of emergency, however, the employee shall go, or be transported to, the nearest hospital or medical facility.

D. Within twenty-four (24) hours after the work related injury, or as soon as is practicably possible, the injured employee's immediate supervisor shall conduct an investigation into the circumstances of the injury and shall complete a "supervisor's report of accident" on the prescribed form. The supervisor's report shall be forwarded to the Township Manager.

E. In order to return to work following a job related injury, the employee shall be required to present evidence, by a certificate of physician designated by the insurance carrier that he/she is fit to return to work.

1. If the Employee does not accept the certificate of the physician designated by the insurance carrier, the Employee shall have the right to obtain a physician of his choice for examination and certification of fitness.

2. In the event the two previous certifications are at odds, then the Township and the Employee shall mutually agree on a third physician who shall then examine the Employee. The cost of the third physician shall be borne equally by the Township and the Employee. The determination of the third physician as to the Employees fitness to return to duty shall be final and binding on the parties. In the event that the third physician also certifies the Employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

F. The Township reserves the right to establish a "transitional duty" policy which would allow injured employees to return to work to perform duties other than their regular day to day duties on a temporary basis while they recover fully. Return to "transitional duty" must be authorized, in writing, by the attending physician and approved by the Township.

G. Any willful misrepresentation by the employee as to the nature and/or origin of the injury sustained may result in disciplinary measures by the Township up to and including termination.

ARTICLE XXV
DISABILITY

A. Any employee who shall become disabled by reason of illness or injury other than a job related illness or injury, and who is unable to perform his/her usual duties or duties to which his/her supervisor may assign, may be entitled to collect benefits pursuant to the Township's disability insurance policy that is in effect as of January 1, 2019 attached hereto, or a substantially similar policy. (**Appendix B**).

When an Employee covered under this agreement suffers an injury or illness which is compensable under the Township's disability policy and results in the Employee's inability to work, the Employee shall be placed on a disability leave of absence for the duration of the period for which the Employee is unable to work. All medical benefits shall continue as required under this agreement or by statute.

B. The employee shall be required to comply with all policy requirements and present evidence by a certificate of a physician designated by the insurance carrier of the Township that he/she is unable to perform his/her duties. The Township may reasonably require the employee to present such certificate from time to time.

C. The benefits payable under said disability policy to an employee because of such disability, plus any other benefits available to the employee except permanent disability under Workmen's Compensation Insurance, shall not exceed the employee's base salary at the time of the illness/injury, and in the event such amount does exceed said base salary, then the employee shall remit the excess amount to the Township.

D. If the duration of the employee's disability is under the 30 day waiting period as mandated by the current policy, no disability benefits will be paid to the employee under the disability insurance policy.

1. During the 30 day waiting period, an employee may utilize his/her accumulated sick, vacation and personal time. If the employee does not have sufficient accumulated sick, vacation or

personal time available for the last 15 days of the 30 day waiting period, an employee is eligible for up to 15 calendar days of disability coverage to be paid by the Township. The 15-day benefits shall be one-half of the monthly benefit as provided by the terms of the disability plan in effect at the time of the injury (or such pro-rated lesser amount as may be required based on the employee having some accumulated sick, vacation and personal time available) and after having been established as a valid disability claim by the insurance company.

2. The Township will be responsible to pay for only one 15 day waiting period benefit in any 12 consecutive month period. If the employee should apply for a subsequent disability claim within the 12-month period of the first claim, the employee may use any available accumulated sick vacation and personal time during the 30-day waiting period.

E. If after one (1) year of receiving a benefit under this policy the employee is not able to return to work and perform his or her regular duties the Township has the right to discontinue the disability benefit, but may consider an extension on a case by case basis. If after one (1) year the employee is not able to return to work and perform his or her regular duties and the employee applies for a disability retirement, if eligible, the Township shall support such application.

ARTICLE XXVI **PERSONNEL FILES**

A. A separate personnel file shall be established and maintained for each employee covered by this Agreement. Personnel files are confidential records and shall be maintained in the office of the Township Manager, Chief of Police, or other suitable place.

B. Any employee may, by appointment, review his personnel file no more than twice a calendar year. This appointment for review must be made through the Manager or Chief of Police.

C. Whenever a written complaint concerning an employee or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires and he shall be permitted to place said rebuttal in his file.

D. Access to personnel files shall be limited to the employee concerned (or his designee), authorized Township personnel or as required by law.

ARTICLE XXVII
BEREAVEMENT LEAVE

In the event of a death in the employee's immediate family, an eight (8) hour employee shall be granted up to five (5) work days of leave without loss of pay commencing on the day of death or the day of the funeral. A ten (10) hour or twelve (12) hour employee shall be granted up to five (5) calendar days of leave without loss of pay commencing on the day of death or the day of the funeral. The "immediate family" shall include only husband, wife, civil union partner, child, step child, brother, sister, and parents. Great grandparents, in laws, and half relatives are not included in the definition of immediate family.

In the event of the death of the employee's great grandparents, grandparents, grandchild, brother-in-law, sister-in-law, father-in-law, mother-in-law, nieces, nephews, uncles, or aunts, an eight (8) hour employee shall be granted up to three (3) work days of leave without loss of pay commencing on the day of death or the day of the funeral. A ten (10) hour or twelve (12) hour employee shall be granted up to three (3) calendar days of leave without loss of pay commencing on the day of death or the day of the funeral. Only legally recognized relations, not informal "relatives" such as a family friend referred to as "aunt" or "uncle" are covered by the policy. Reasonable verification of the event may be required by the Township.

Any employee may make a request from the Chief of Police time off to attend a funeral separate and distinct from bereavement leave. Such request, if granted shall be charged, at the option of the employee, either as a paid day off or against accumulated compensatory time off. If the employee does not have any accrued paid time off or accumulated compensatory time off the employee can elect to take the day as unpaid.

ARTICLE XXVIII
EMERGENCY DISMISSAL

A. Essential personnel who are required remain on duty, during a period of time when non-essential personnel have been dismissed with no loss of pay, shall be compensated as follows:

- a. Should the Township close for the entire day, essential personnel (full time Dispatcher) shall receive one (1) hour of compensation time for each hour worked during the closure, not to exceed eight (8) hours.
- b. Should the Township have an early dismissal prior to 1 pm essential personnel (full time Dispatcher) shall receive one (1) hour of compensation time for each hour worked during the closure, not to exceed two (2) hours.
- c. Should the Township have an delayed opening that lasts past 10:30 am essential personnel (full time Dispatcher) shall receive one (1) hour of compensation time for each hour worked during the closure.

Emergency Dismissal Compensation time must be used by November 1 of each year. This time does not carry over after November 1 and is considered forfeited.

ARTICLE XXIX
VACATION

A. Full time Dispatchers shall have the following vacation schedule:

Years Cum. Service	8 Hour shift	10 Hour shift	12 Hour shift
1 year	10	8	7
5 years	15	12	10
10 years	21	17	14

B. The vacation year shall be from January 1 to December 31 for purposes of calculating the amount of vacation with pay. In other words, an Employee shall be considered to have satisfied the “years of cumulative service” on January 1 of the year in which his/her anniversary falls. Only full-time continuous, uninterrupted service in and for the Township of Hardyston shall be counted.

C. Employees shall accumulate time during their first year based upon one day per 3 months up until their one year anniversary of employment. For the balance of the calendar year following the Employee’s first year anniversary of employment, vacation time shall be pro-rated to the end of the calendar year. At the end of the calendar year in which the Employee’s first anniversary of employment falls, vacation time shall follow the schedule in section A above.

D. The scheduling of all vacation days is subject to the manpower needs of the Township and prior approval of the Chief of Police. Vacation time may be used as single day or ½ day increments. Employees shall be allowed to carryover five (5) unused vacation days into the succeeding year. However, that number may be increased if vacation time is denied due to the operational needs of the Township. Vacation time/pay shall not be forfeited if the Employee is unable to use vacation time due to the operational needs of the Township.

E. In the case of a conflict in vacation schedules, an employee's length of cumulative service with the Township will be used to determine preference. However, in every instance, proper staffing of the department must take precedence over all other considerations in scheduling vacations.

F. In the event an eligible employee is terminated for cause, resigns or retires prior to December 31 of the vacation year, or is laid off, he/she shall be entitled to the amount of unused and accrued vacation time on a pro-rated basis prior to his/her separation from employment and any additional unused days that may have been carried over from the prior year. From the foregoing shall be deducted any monies that are owed to the Township by the Employee which has been certified to the Township by the Chief of Police

G. A week's vacation pay shall be the Employee's regular rate of pay times the normal hours in his/her straight time work week.

ARTICLE XXX
HOLIDAYS

A. The following shall be considered paid Holidays:

New Year's Day	Labor Day
MLK Jr. Day	Columbus Day
Presidents' Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Eve
	Christmas Day

B. Employees scheduled to work on a holiday shall be paid their regular rate for the holiday plus time and one-half (1.5) for all hours worked on such a holiday.

C. Employees working eight (8) hour shifts who are scheduled off on a holiday (under circumstances described in paragraph F below) will receive an additional eight (8) hours pay at their regular hourly rate. Employees working ten (10) hour shifts who are scheduled off on a holiday (under circumstances described in paragraph F below) will receive an additional eight (8) hours pay at their regular hourly rate. Employees working twelve (12) hour shifts who are scheduled off on a holiday (under circumstances described in paragraph F below) will receive an additional eight (8) hours pay at their regular hourly rate.

D. Compensation for holidays shall be paid promptly.

E. The Township reserves the right to schedule employees to work on holidays as required.

F. Employees not scheduled to work on a holiday but that are called in on overtime for that holiday shall be paid their regular rate for the holiday plus time and one-half (1.5) for all

hours worked on said holiday. The employee shall also be credited with time off in the amount of the total hours worked on said holiday. Time off earned under this section must be utilized by the employee within ninety (90) days of the date the credit is earned. Scheduling of time off during the 90 day period shall be at the discretion of the Chief of Police.

ARTICLE XXXI
PERSONAL LEAVE

A. During the first calendar year or portion thereof of employment, each regular full-time employee shall be entitled to one personal day. Thereafter, each regular full-time employee shall be entitled to three (3) personal days per calendar year. After 20 years of service as an employee in the Township employees shall be entitled to four (4). Unused personal days are not cumulative from one year to the next. Employees are not paid for unused personal days upon termination of employment.

ARTICLE XXXII
PAID SICK LEAVE

A. Sick leave is paid time off available to an employee for reason of personal illness/injury, or an illness/injury of a spouse, civil union partner, child or parent.

B. Beginning immediately upon appointment, all regular full-time employees shall be entitled to one (1) sick day per calendar month worked, or any part thereof. Thereafter, all regular full-time employees are entitled to twelve (12) sick days per year beginning January 1.

Regular part-time employees, meaning those employees who are assigned regular part time hours shall accrue paid sick time off in the following manner. The employee shall earn one (1) hour of sick time for every thirty (30) hours of regularly scheduled part time work.

Part-time dispatchers working call in, or per diem work are not eligible to earn paid sick leave for those hours worked.

C. If an employee is absent from work due to illness/injury for a period of three (3) consecutive shifts, without medical documentation, the employee shall be considered to have resigned his/her position.

In cases of leaves of absence ordered by the County and/or Township Board of Health due to exposure to a contagious disease, a certificate from the Department of health shall be required before the employee may return to work and time lost will not apply to sick leave or result in any loss of pay.

Sick leave may be advanced with the permission of the Chief of Police. A medical certificate from a licensed physician, verified by the Township physician, may be required as a precondition of receiving such leave.

D. Sick leave will not be allowed on an hourly basis. Twelve hour employees who have reported for work requesting sick leave for purposes herein stated will be charged one (1) full day off if an employee leaves before completing six (6) hours of work, and one-half (1/2) day off if any employee leaves after completing six (6) hours of work.

Eight hour employees who have reported for work requesting sick leave for purposes herein stated will be charged one (1) full day off if an employee leaves before completing four (4) hours of work, and one-half (1/2) day off if any employee leaves after completing four (4) hours of work.

E. Sick leave with pay shall not be allowed under the following conditions:

1. When an employee fails to timely report, as required, to his/her position or fails to notify his/her Department head (or in the Department head's absence, the Manager), one hundred and eighty (180) minutes prior to his/her scheduled starting time, absent an emergency; or

2. When the employee on sick leave fails to remain at home, except that visits to the physician treating the employee are allowed, in which case a medical certificate of the visit must be provided to the Chief of Police; or
 3. When the employee fails to comply with the municipal sick leave policy as set forth herein; or
 4. When an employee fails to call his/her Department head (or, in the Department head's absence, the Manager) one hundred and eighty (180) minutes prior to his/her scheduled starting time on each successive shift of sick absence, absent an emergency or prior notice of an extended absence has provided; or
 5. For routine or elective medical and dental care, and for any other professional services that may normally be scheduled within the employee's time off, unless advance approval is obtained from the Manager or Department Head.
 6. An employee who fails to abide by the sick leave procedures described herein is subject to discipline.
- F. Sick leave benefits shall not accrue during any time Disability Benefits are being received.
- G. Unused sick leave may be accumulated from year to year. Upon retirement, resignation in good standing, or termination of employment (other than a termination for just cause), after a minimum of ten (10) years of service, an employee is entitled to payment of one-half (1/2) of accumulated sick leave, subject to the following restrictions:
- Payment shall be limited to a maximum of \$10,000 for those employees having served no less than ten (10) years and no more than fifteen (15) years with the Township.

- Payment shall be limited to a maximum of \$15,000 for those employees with fifteen (15) years or more of service to the Township.
- Years of service to the Township shall be calculated from the date of employment with the Township. Credited years of service do not count for this purpose.

H. Employees hired after this agreement is ratified shall be able to continue to accumulate unused sick leave from year to year however the sick leave shall only be used for extended sick leave and shall have no cash value upon retirement, resignation or termination of employment.

ARTICLE XXXIII
SICK DAY INCENTIVE

A. Any full time employee who works throughout any of the four calendar year quarters without using a sick day (or use of an "excused sick day") shall be entitled to have one additional sick day added to their sick bank for each calendar year quarter of perfect attendance.

B. Any employee who works throughout the calendar year without using a sick day (or use of an "excused sick day") shall be entitled to have one additional sick day added to their sick bank.

ARTICLE XXXIV
JURY DUTY

Any regular full-time or part-time employee who must be absent from work because of jury duty as certified by the Clerk of the Court shall be paid by the Township as follows:

A. If the amount of daily jury pays exceeds the employee's daily base Township pay, the employee may keep the full jury pay and will receive no monies from the Township.

B. If the amount of the employee's daily base Township pay exceeds the daily jury pay, the Township will pay to the employee the difference.

- C. This is subject to the following conditions:
 - i. The employee notifies his/her supervisor immediately upon receipt of a summons for jury service.
 - ii. The employee has not voluntarily sought jury service.
 - iii. The employee submits sufficient proof of the time served on the jury and the amount received for such service.
- D. When excused by the Court on any given day during jury duty, the employee must return to work for the unused portion of the day, and will be paid by the Township the proportionate percentage to which he/she is entitled. Time spent fulfilling jury duty shall be counted as hours worked for overtime compensation purposes.
- E. Employees who are subpoenaed for Township matters will be granted leave with pay.

ARTICLE XXXV
MILITARY LEAVE

It is the policy of the Township to grant employees military leaves of absence in accordance with all applicable federal and state laws, including the Uniformed Services Employment and Reemployment Rights Act of 1994, ("USERRA"), 38 U.S.C. §4301 et seq. and N.J.S.A. Titles 38 and 38A.

ARTICLE XXXVI
UNPAID LEAVE OF ABSENCE

- A. A permanent full-time employee may request a personal leave of absence without pay for good cause for a period not to exceed six (6) months. Leave may be granted with the approval of the Township Manager, and at the discretion of the Mayor and Council and subject to the needs of the Township.
- B. A leave of absence may be renewed upon the request of the employee and it may be granted for reasons deemed proper by the Township Manager, and at the discretion of the Mayor and Council.
- C. All decisions of the Employer regarding leaves of absence shall be discretionary.

D. At the expiration of such leave, the employee shall be returned to the position from which he is on leave and shall be entitled to all increases in the rate of pay granted during his leave for title. However, there shall be no retroactive pay back pay resulting from this Article.

E. During all personal leaves of absence, seniority shall be retained, provided however that seniority shall not accrue during the period of the leave of absence and upon the employee shall have no greater seniority than at the time that the employee commenced his leave of absence.

F. The period of time during which an employee is on an unpaid leave of absence shall not be considered service time for any purpose under this agreement.

ARTICLE XXXVII **FMLA**

Employees shall be entitled to leave pursuant to the Federal Family Medical Leave Act and/or the New Jersey Family Leave Act. Employees shall not be required to use their earned or accrued vacation as part of this leave. The Township maintains its statutory right to designate any eligible leave as FMLA/FLA leave.

ARTICLE XXXVIII **HEALTH AND WELFARE BENEFITS**

A. The Township currently offers benefits through North Jersey Municipal Employees Benefits Fund. The Township reserves the right to change health care providers. Should the Township elect to change carriers the new policy coverage must be equal to or better than what is currently in effect under the same terms and conditions. If, for any reason, the current plan(s) cease(s) to be available through the Fund or the level of benefits change, the Township will continue to provide benefits equal to or greater than those currently provided. The terms of the health benefits policy will control all questions about eligibility and benefits and will supersede any conflicting statements contained in this section.

1. Active Employees

a. The Township shall provide medical, prescription drug and dental insurance coverage as well as an annual eyeglass allowance (self-insured for employees and immediate family members at a total cost of \$1,000.00 per year) for all regular full time employees. Employees shall contribute to their medical, prescription and dental insurance coverage in accordance with their current contribution levels. (Contribution schedule is attached hereto as Appendix B). Full-time employees shall be entitled to be reimbursed by the Township for the cost of prescription eyeglasses and eye examinations for himself/herself and members of his/her immediate family (spouse or children) based upon actual bills submitted by an optometrist, ophthalmologist, optician or other similar professional not exceeding in total, \$1000.00 for each full-time employee and/or dependents during each calendar year. In the event this reimbursement has not been utilized in any given year, the employee may utilize same towards a valid gym/health or fitness club membership for said employee, employee and spouse or family (including employee), however, the total cost of reimbursement for either eyeglasses, gym/health/fitness club membership or both for said employee shall not exceed \$1000.00/year. Should the employee choose to seek reimbursement for a gym/health/fitness club membership, he/she must present a valid receipt of payment for said membership covering a period within the year for which they are seeking reimbursement. Gym/health/fitness club membership reimbursement shall not exceed \$500 per person.

b. A new employee becomes eligible for medical, prescription drug and dental insurance coverage after sixty (60) days full-time employment. If Part Time Employee becomes a Full Time Employee after at least 90 days of part time employment, he/she shall be eligible for all coverages without any additional waiting period.

c. Initial enrollment for the various benefit plans is handled through the Clerk's Office. Claims must be handled by the employee.

d. Health benefits shall be terminated upon the last date in the calendar month in which employee resigns, retires or is terminated. Nothing in this section shall be construed to waive the rights of the employee established under COBRA.

2. Retired Employees

- a. Employees retiring after twenty-five (25) years of service to the Township (experience credited from employment in other jurisdictions shall not apply towards the calculation of years of service to the Township) shall be entitled to continued medical, dental and prescription coverage under the Township's insurance plans, as follows. The Township shall pay the entire cost for single coverage premiums for medical, prescription and dental coverage through the age of 65. No health insurance premiums shall be paid by the Township beyond age 65.
- b. Retired employees shall also be eligible to apply for spousal and dependent coverage. The Township shall pay fifty percent (50%) of the cost for spousal and dependent coverage premiums for medical, prescription and dental medical coverage.
- c. Employees may use the cash value (up to \$15,000) of their accrued sick leave (sick bank) to pay their portion of the premium for the additional spousal and/or dependent coverage. Should the retiree die before he or she has exhausted the full credit, the balance may be utilized as a reimbursement for COBRA costs until it has been exhausted in full. The credit shall have no cash value and any unused balance will be considered forfeited upon Medicare eligibility of the retiree.
- d. Employees qualifying for health insurance premium payments by the Township upon retirement shall have the option of declining coverage and accepting an annual cash payment from the Township. Employees waiving individual coverage shall receive a payment in lieu of \$2,500. Employees waiving family, member/spouse or member/child coverage shall receive a payment in lieu in the amount of \$5,000. No cash payments in lieu of health benefits shall be paid beyond age sixty-five (65).
- e. In order for a retired employee to receive the insurance benefits described herein that retired employee must maintain continuous participation in the Township's insurance plans. Once a retired employee leaves the insurance plan, that retired employee waives any future benefits under this policy and the Township shall have no further obligation toward the provision of insurance benefits for that retired employee at any time in the future.

ARTICLE XXXIX
PENSION

A. All regular full-time employees are required to enroll in the Public Employees Retirement System (P.E.R.S.) within thirty (30) days of employment. All regular part-time employees are required to enroll in the Defined Contribution Retirement Program (D.C.R.P.) The Clerk's Office shall enroll new employees in the system.

B. The percentage of salary an employee must contribute to P.E.R.S. or D.C.R.P. is determined by the State of New Jersey. An employee's contribution will be deducted from his/her paycheck and noted on the pay stub. The yearly contribution of the Township is determined by the System.

ARTICLE XL
SEVERANCE PAY

In the event an employee is separated from his/her employment as the result of a reduction in force through outsourcing, the employee shall be paid for four (4) weeks following his/her separation date, and the employee shall be eligible to maintain his/her medical, prescription, and dental insurance coverage through the Township for one month following his/her separation. Payment shall be at the Employees current rate of pay.

ARTICLE XLI
DEATH BENEFIT

In the event of the death of any member, payment of salary shall be made up to and including the day of death, together with any accumulated time which the employee may be entitled to for services rendered to the Township, including accumulated sick leave, vacation benefits and personal days. All time shall be pro-rated for the final year of service.

ARTICLE XLII
TUITION REIMBURSEMENT

A. The Township encourages employees to pursue educational opportunities that will enable them to better perform the duties of their positions. Subject to availability of funding and prior approval of

the Manager, regular full-time employees are eligible for reimbursement for educational and training expenses as follows:

1. The Township will reimburse 100% of an employee's tuition costs (including books, room, board, mileage, etc.) upon satisfactory completion of all courses which the employee is required to take in order to obtain/maintain certifications, licenses, and/or registrations needed to perform the duties of his/her current position.

2. The Township may reimburse 50% of an employee's tuition and book costs (excluding room, board, mileage, etc.) upon satisfactory completion of any Township-approved course, which the Township determines will increase an employee's value to the Township, but does not fall under section (A)(1).

3. The Township will reimburse the registration fee and all reasonable related expenses (such as travel, lodging, meals) for employee attendance at Township-approved conferences, workshops, seminars, and professional meetings, which the Township determines will increase an employee's value to the Township.

4. Reimbursement for expenses outlined above is subject to the prior approval of the Township Manager. Reimbursement is further subject to satisfactory completion of the course, where applicable (i.e., receipt of the grade of "C" or better or, in a non-graded course, receipt of a passing grade.)

5. The decision to grant reimbursement to regular part-time employees is at the Manager's discretion.

B. Notwithstanding section A above, the Township will cover the cost of any license or certification fee, including renewal fees, which an employee is required to have and maintain in the course of their employment with the Township.

ARTICLE XLIII
SALARIES

<u>Position</u>	<u>01/01/2020</u>	<u>01/01/2021</u>	<u>01/01/2022</u>	<u>01/01/2023</u>	<u>01/01/2024</u>
F/T Dispatcher Hired Before 01/01/2017	\$65,924.00	\$67,242.48	\$68,587.33	\$69,959.08	\$71,358.26
F/T Dispatcher Hired After 01/01/2017	\$56,400.00	\$57,528.00	\$58,678.56	\$59,852.13	\$61,049.17
Senior Clerk/Radio Dispatcher	\$29.50	\$30.09	\$30.69	\$31.31	\$31.93
New Hire Full-Time Dispatcher: Range between \$49,500.00 - \$61,500.00					
P/T Dispatcher	\$20.47	\$20.88	\$21.30	\$21.72	\$22.16
Dispatcher in Training	\$12.00	\$13.00	\$15.00	\$16.00	\$17.00
New Hire P/T Dispatcher	Range \$18.00- \$22.00				

The individual employed in the Senior Clerk/Radio Dispatcher position shall receive lunch pay in the following amounts if that employee is required to work as the on duty Dispatcher for an 8, 12 or 18 hour shift.

8-12 hours one (1) hour of lunch pay.

12-18 hours one and a half (1 ½) hour lunch pay.

18 + hours two (2) hours lunch pay.

ARTICLE XLIV
SAVINGS CLAUSE

Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decisions, whereupon the parties agree immediately to negotiate a substitute for the invalidated portion thereof.

ARTICLE XLV
TERM OF CONTRACT

This Agreement shall be in full force and effect from the date of execution, January 1, 2021 and shall remain in effect to and including December 31, 2024. This Agreement shall continue in full force and effect from year to year thereafter unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days, nor later than one hundred twenty (120) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. If such written notice is given, and a new contract is not signed before the expiration date of the old contract, this Agreement is to continue in full force and effect until a new contract is signed.

IN WITNESS WHEREOF, the Union and the Township have executed this Agreement
this 29 day of January, 2021.

TOWNSHIP OF HARDYSTON

By: [Signature]
Carrine Piccolo-Kaufer
Hardyston Township Manager

Date: 1/27/2021

TEAMSTERS LOCAL NO. 125

By: [Signature]
David Baumann
Secretary Treasurer

Date: 1/29/2021