

AGREEMENT

BETWEEN

THE TOWNSHIP OF SADDLE BROOK

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 560
(BLUE COLLAR EMPLOYEES)

JULY 1, 2015 THROUGH DECEMBER 31, 2019

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SIDE MEMO

PREAMBLE

This Agreement entered into this day of 8/28/ 2017, by and between the Township of Saddle Brook, in the County of Bergen, NJ a municipal corporation of the State of New Jersey (hereinafter called the "Township"), and the International Brotherhood of Teamsters Local 560 (hereinafter called the " Union"), represents the complete and final understanding, on all bargainable issues, between the Township and the Union.

ARTICLE I - RECOGNITION

The Township recognizes the Union as the exclusive bargaining agent, for all Blue Collar employees of the Department of Public Works but excluding supervisors, professional, managerial, and confidential employees, and all other employees of the Township. The current titles are laborer, repairmen, senior repairmen, maintenance employees, custodians, messengers and bus drivers.

ARTICLE II - MANAGEMENT RIGHTS

- A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities, conferred upon and vested in it, prior to the signing of this Agreement, by the laws and Constitution, of the State of New Jersey, and of the United States, including, but without limiting, the generality or the foregoing, of the following rights:
1. The executive management and administrative control of the Township Government and its properties and facilities and activities of its employees by utilizing personnel, through methods and means, of the most appropriate and efficient manner possible, as may be from time to time, determined by the Township.
 2. To make rules of procedure and conduct, to introduce, and use new and improved methods and equipment, to contract out for goods and services, to determine work schedules and shifts, to decide the number of employees needed for any particular time, and to be in sole charge of the quality and quantity, of the work that is required.
 3. The right of management to make, maintain, and amend such reasonable rules and regulations, as it may from time to time, deem best for the purposes of

maintaining order, safety, and / or the effective operation of the Department, after ten (10) days advanced notice, thereof to the employees has been recognized.

4. To hire all employees, and subject to the provisions of the law, to determine their qualification and conditions of continued employment, or assignment, and to promote and transfer employees.
5. To suspend, demote, discharge, or take any other appropriate disciplinary action, against any employee, for just cause, according to the law.
6. To layoff employees, in accordance to Department of Personnel rules, where applicable, in the event of lack of work or funds, or under conditions where continuation of such work would be inefficient and non productive, or for other legitimate reason.
7. The Township reserves the right, with regard to all other conditions of employment, not reserved to make such changes, as it deems desirable and necessary, for the efficiency and effective operation, of the Department.
8. The Township retains the right to subcontract any, or all of the work performed by employees covered by this agreement.

- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of the policies, rules and regulations, and practices, and the furtherance thereof, and the use of reasonable judgement and discretion, in connection therewith, shall be limited only by the specific and express terms, of this Agreement, and then only, to the extent of such specific and express terms hereof, are in conformance with the Constitution and laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed, to deny or restrict the Township of its rights, responsibilities and authority, under R.S. 40A, or any other national, state, county, or local laws and regulation.
- D. Except as expressly otherwise provided herein, all rights, privileges and benefits which employees of the Township Blue 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 an employee in the classified service, as defined in the N.J. State Department of Personnel Rules and Regulations, is issued a preliminary notice of disciplinary action, involving (A) suspension for more than five (5) days at one time, (B) the third suspension or third fine, in one (1) calendar year of suspensions, aggregating more than fifteen (15) days in one (1) calendar year, (C) demotion or (D) removal, the Mayor and / or Business Administrator shall conduct a hearing, on the matter. Any discipline as noted above, shall not be subject to the grievance procedure or arbitration, and will be conducted in accordance with the procedures set forth, in the New Jersey State Department of Personnel rules and regulations. 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 or designee 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 Public 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 work week for full-time employees, shall be Monday through Friday, consisting of forty (40) hours per week, eight (8) hours per day (exclusive of a half (1/2) hour unpaid lunch period), five (5) days 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-half (1-1/2) the regular straight time rate.
- C. All work performed on a Saturday, shall be paid at the rate of time and one half (1- 1/2) the regular straight time rate. All work performed on a Sunday, or a Holiday, shall be paid at the rate of double the regular straight time rate.
- D. When an employee is called back to duty, at the end of a normal work day, and after having left the premises, or on a Saturday, Sunday, or Holiday, they will be entitled to a minimum payment of two (2) hours, or the actual amount of time worked, whichever is greater. Call back time shall be paid at the rate of one and one half (1- 1/2) times the regular straight rate time, when an employee is called back to duty after having left the premises or on a Saturday. Call back time shall be paid at the rate of double the regular time rate when an employee is called back on a Sunday or a Holiday.

- E. In the event, that an employee is requested to work in excess of eight (8) hours, in any given day, after the first two (2) hours in excess thereof, the employee shall be entitled to a one half (1/2) hour paid meal period, thereafter, the employee shall be entitled to an additional one half (1/2) hour paid meal period, at the completion of each additional four (4) hours of work. The Township shall not be required, to supply or pay for any food or beverage consumed by the employee during these meal periods.
- F. Where as in the event of excessive snowfall, ice or other weather conditions, an employee that is required to work, in excess of twelve (12) hours during a twenty-four (24) hour period, the said employee shall be entitled to compensatory time off, for hours worked in excess of (12) hours within such twenty-four (24) hour period, at straight time basis, to be awarded at a future time by the Department Head. No employee shall work more than twelve (12) hours straight, without a four (4) hour break except when, in the discretion of the Department Head, circumstances dictate otherwise.
- G. Call back, under this Article shall be assigned by seniority and shall be rotated among all bargaining unit members. In the event that employee next on the list is not available, then next senior employee shall be offered the duty. In the event that the call back requires a worker with a CDL license, the

Township may offer the duty to the employee next on the list, with a CDL license. In such a case the non - CDL holder (s) will remain at the top of the list for the next call back assignment.

- H. Effective January 1, 2012, an employee shall not accumulate compensatory time more than forty-eight (48) hours. Hours must be taken once an employee reaches forty-eight (48) hours. This shall not affect or change any time accumulated by said employee prior to January 1, 2012. The Mayor, or his / her designee, in case of emergency, may waive the forty-eight (48) hour rule.

ARTICLE V - HOLIDAYS

A. All full-time employees shall be entitled to receive wages based on one (1) 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 | One Floating Holiday |
| Good Friday | Thanksgiving Day |
| Memorial Day | The day following Thanksgiving Day |
| Independence Day | Christmas Eve |
| Labor Day | Christmas Day |

If any of the above Holidays fall on a Saturday or on 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 an employee's vacation period, he / she is to be credited with one (1) full day of time off, to be awarded at a future date, by the Department Head.

ARTICLE VI - VACATION LEAVE

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

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

B. Employees shall be able to carry over, up to ten (10) working days of accrued vacation days into each succeeding calendar year, the usage of which shall be subject to the approval of the employee's supervisor.

C. 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 having been prohibited, by the Township, due to pressure of business, the days will be lost. Additionally, *any* days in excess of the ten (10) days and not used, shall be lost.

ARTICLE VII - HOSPITALIZATION AND INSURANCE BENEFITS

A. Insurance Coverage

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 the cost of premiums for health insurance coverages and, for the duration of this agreement, the employees shall make the contributions towards those premiums in accordance with the provisions of Chapter 78.

8. The Township reserves the right to change insurance plans, and / or carriers, or to self-insure, so long as substantially similar benefits are provided.

9. Effective on January 2012, the Township shall offer a buyout option, beginning October 2012, between October 1, and December 1, annually, to any employee choosing to opt out of the health benefits package offered.

The compensation shall be twenty-five percent (25%) of the savings or \$5,000, whichever is less, shall be paid to the employee opting out, in addition, said employees who opt out, shall not be subject to the percentage contribution, as mandated by the State of New Jersey, at this time.

10. Retired Employees

The Township agrees to continue its practice or providing certain health insurance benefits for retired employees and their dependents as stated herein below.

(a). Employees who retire on a disability pension must have been employed for ten (10) years to receive health insurance in retirement.

(b). Employees retiring from public service with twenty-five (25) years of employment, with the Township of Saddle Brook, shall continue in health insurance programs together with dependent children through age twenty-six (26), without reimbursement to the Township and provided such former employee who is not covered under the health insurance program of any other employer or of Medicare.

(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. SERVICE CREDIT FOR SICK LEAVE

1. All permanent employees or full-time provisional employees shall be entitled to sick leave with pay, based on their aggregate years of service.
2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, or exposure to contagious disease. Sick leave may also be used for short periods for the attendance of the employee upon a member of the immediate family who is seriously ill.
3. For purpose of this Article, immediate family means spouse, parent and child of the employee. It shall also include relatives of the employee residing in the employee's household.
4. Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during this period of illness.

B. AMOUNT OF SICK LEAVE

1. The minimum sick leave with pay shall accrue to any employee on the basis of one (1) working day per month during the remainder of the first year of employment after initial appointment and fifteen (15) days in every calendar year thereafter.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.
3. An employee shall not be reimbursed for accrued sick leave at the time of termination of their employment except if such termination is for retirement under the Public Employees Retirement System after not less than ten (10) years of service with the Township.

C. REPORTING OF ABSENCE ON SICK LEAVE

1. If an employee is absent for reasons that entitle him/her to sick leave, his/her supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.
 - a. Failure to so notify his/her supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
 - b. Absence without notice for five (5) consecutive days shall constitute as a resignation.

D. VERIFICATION OF SICK LEAVE

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness.
 - a. The Township may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances.
 - b. Abuse of sick leave shall be cause for disciplinary action.
2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
3. 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 chosen by the employee from a panel of physicians 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.

E. DISABILITY PROGRAM

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. The Township reimbursement shall be three hundred (\$300.00) dollars per annum beginning January 2017. Payment shall be made by the employer in December of each calendar year. Pro rata 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 in any other plan selected by the employee.

F. 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.

ARTICLE IX - WORK RELATED INJURIES AND ILLNESS

The Township shall make payment of his or her full salary to any employee who is absent 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 Laws 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.

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. Each full-time employee covered by this agreement shall receive personal leave during each year of this Agreement as follows:

After three (3) months	1 day
After six (6) months	2 days
After nine (9) months	3 days
After one (1) year	4 days

Effective January 1, 2013, 5 days

- B. Personal leave is determined as of January 1, of each year.
- C. 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.
- D. Unused personal days shall not accumulate from year to year.

ARTICLE XI - SALARIES AND COMPENSATION

A. SALARIES AND COMPENSATION

1. The hourly rate schedule for employees covered by this Agreement is as follows:

	<u>1/1/16</u>	<u>1/1/17</u>	<u>1/1/18</u>	<u>1/1/19</u>
Over 3 Years of Service	\$39.67	\$40.46	\$41.17	\$41.89

These rates reflect across the board raise.

Effective :

1/1/16 2%

1/1/17 2%

1/1/18 1.75%

1/1/19 1.75%

2. Employees hired on or after January 1, 1999 will be paid in accordance with the following schedule:

<u>Years of Service</u>	<u>1/1/15</u>	<u>1/1/16</u>	<u>1/1/17</u>	<u>1/1/18</u>	<u>1/1/19</u>
5	\$65,182	\$66,486	\$67,815	\$69,002	\$70,210
4	\$59,250	\$60,435	\$61,644	\$62,722	\$63,820
3	\$53,336	\$54,403	\$55,491	\$56,462	\$57,450
2	\$47,413	\$48,361	\$49,328	\$50,192	\$51,070
1	\$41,490	\$42,320	\$43,166	\$43,922	\$44,690
Less than 1	\$30,457	\$31,066	\$31,687	\$32,242	\$32,806

3. All employees that possess and maintain a CDL shall be paid 25 cents an hour more than the Laborer/ Repairman for commensurate years of experience.
4. Upon promotion to Senior Repairman (or similar title) the promoted employee shall receive a base salary increase of \$5,000.

ARTICLE XII - LICENSES

Effective 1/1/03 all employees, new or existing, are required to have or obtain within six months of signing of the contract. The Township will facilitate employees obtaining license. Employees with pre-existing documented medical condition will be grandfathered. The Township will reimburse employees for the cost of obtaining and maintaining the CDL.

ARTICLE X111 - LONGEVITY PAYMENTS

A. Employees covered by this Agreement shall receive a longevity payment based upon the number of years of 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%

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

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

ARTICLE XIV - CLOTHING ALLOWANCE

- A. Each employee shall be entitled to an annual clothing allowance covering those items not provided by the Township such as work shoes etc., in the amount of \$400.00 for 2016, \$500.00 for 2017, \$500.00 for 2018 and \$500.00 for 2019. This is payable on the first pay day that occurs after Thanksgiving of each year and will be paid at the appropriate rate to only those employees who were employed on or before January 15 of that year. Employees starting after January 15, who are still on the payroll as of the due date, shall receive a pro-rata of the appropriate rate based on months worked. The first month will be that in which the employee has been on the payroll for at least two (2) full weeks and the last month shall be December (not yet worked).
- B. The Township shall supply all unit employees with six (6) uniform T-shirts per year which may be worn as part of their uniform.
- C. The Township shall supply all unit employees with a winter coat (Parka), gloves and hats. It is understood and agreed that these items will be the same or similar to those provided to the Fire Department employees.
- D. All unit employees shall be clothed in Township uniform clothing during the regularly scheduled work hours. All unit employees shall wear work shoes during work hours.

- E. All employees covered by this Agreement who are required by the Township of Saddle Brook to obtain a CDL authorization shall be reimbursed for such costs incurred in initially obtaining said license and any renewal fees incurred in maintaining said license.

- F. Shorts are an acceptable part of the uniform for summer months.

ARTICLE XV - BEREAVEMENT LEAVE

- A. Upon the death of a father, mother, grandfather, grandmother, spouse, child, brother or sister, father-in-law, mother-in-law, son-in-law or daughter-in-law, an employee, upon his request, shall have bereavement leave of three (3) days, with pay from the date of death to and including the date of burial; except where unusual and extenuating circumstances prevail.
- Effective January 1, 2003 stepchildren and grandchildren will be included in Section A.
- B. Upon death of a grandchild, uncle, aunt, nephew, niece, brother-in-law, sister-in-law or a cousin, an employee upon his request shall have the right to time off, with pay on the date of the burial only.
- C. Notwithstanding the provisions herein above, 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 XVI - SEPARABILITY

If any provision of this Agreement or any application in this Agreement to any employee is held to be contrary to law, then such provisions or applications 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 XVII - REPRESENTATION FEES - AGENCY SHOP

A. Agency Shop

1. The employer shall withhold from those employees who are not listed as members of the Union but who are employed within the bargaining unit, a representation fee in lieu of dues equal to eight-five (85%) percent of the total of uniform dues charged by the Union to its members. The Union represents to the employer that it has established a demand and return system and that it is in compliance with all requirements imposed on it pursuant to Laws 1979, Chapter 477, and the employer's obligation pursuant to this paragraph is contingent upon the Union's continued compliance with the aforesaid law.
2. The purpose of the representation fee in lieu of dues is to offset on a pro-rated basis the cost of services rendered by the Union to all employees as majority representative of the bargaining unit.
3. The Employer disclaims any responsibility for the deductions of representation fee in lieu of dues after the same have been forwarded to the Union, and the Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other action of whatsoever kind which may arise out of, or by reason of the deductions of representation fee in lieu of dues.

B. Dues Deductions

The Union shall present the Township with Union membership cards individually signed by each member of the Union covered by this Agreement.

The Township shall withhold from the regular salary payments to each Union member the applicable Union dues, At least once per month the Township shall forward all dues collected to the international Brotherhood of Teamsters Local 560, as shall be instructed.

ARTICLE XVIII - BENEFITS ON RETIREMENT

- A. All full-time employees upon retirement shall be entitled to receive the retirement benefit noted below.

- B. 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

- C. 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.

- D. 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.
- E. 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.

ARTICLE XIX - 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 parties at the time they negotiated or signed this Agreement.

ARTICLE XX - TERM

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

This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify, or terminate this Agreement.

TOWNSHIP OF SADDLE BROOK

IBT LOCAL 560

By: Robert White

By: Tom Dwyer III

Dated: 8-24-17

Dated: 8-28-17

ATTEST:

[Signature]

Dated: 8-24-17

ATTEST:

[Signature]

Dated: 8-28-17

SIDE MEMO

Summer hours shall be 6:00 a.m. to 2:30 p.m. from last Monday in June until Labor Day.