

AGREEMENT

BETWEEN

THE TOWNSHIP OF SADDLE BROOK

AND

IBT 560  
(BLUE COLLAR EMPLOYEES)

---

JANUARY 1, 2007 THROUGH DECEMBER 31, 2010

---

RECEIVED TOWNSHIP CLERK  
09 SEP -1 PM 12:55

AGREEMENT

BETWEEN

THE TOWNSHIP OF SADDLE BROOK

AND

IBT 560  
(BLUE COLLAR EMPLOYEES)

---

JANUARY 1, 2007 THROUGH DECEMBER 31, 2010

---

TABLE OF CONTENTS

	<u>PAGE</u>
PREMEABLE .....	3
I. RECOGNITION .....	4
II. MANAGEMENT RIGHTS .....	5
IIA. EXISTING BENEFITS .....	8
III. GRIEVANCE PROCEDURE .....	9
IV. WORK WEEK .....	12
V. HOLIDAYS .....	14
VI. VACATION LEAVE .....	15
VII. HOSPITALIZATION AND INSURANCE BENEFITS .....	16
VIII. SICK LEAVE .....	18
IX. WORK RELATED INJURIES AND ILLNESS .....	21
X. PERSONAL LEAVE .....	22
XI. SALARIES AND COMPENSATION .....	23
XV. LICENSES .....	24
XII. LONGEVITY PAYMENTS .....	25
XIII. CLOTHING ALLOWANCE .....	26
XIV. BEREAVEMENT LEAVE .....	28
XVI. SEPARABILITY .....	29
XVII. REPRESENTATION FEES – AGENCY SHOP .....	30
XVIII. BENEFITS ON RETIREMENT .....	31
XIX. FULLY BARGAINED PROVISIONS .....	33
XX. TERM .....	34
SIGNATURE PAGE .....	34

PREAMBLE

This Agreement entered into this 19<sup>th</sup> day of February, 2008, by and between the Township of Saddle Brook, in the County of Bergen, New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the “Township”), and IBT 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 the blue collar employees of the Department of Public Works as well as the two (2) individuals noted below\*, but excluding supervisors, professional, managerial and confidential employees and all other employees of the Township.

\*Also included is the Recreation Department Grounds Keeper, Charles Cerone, Jr. and Building Maintenance Worker Custodian/Messenger, Ernie Wasser. The two (2) aforementioned individuals are included in this Recognition Clause notwithstanding that their hours and other working conditions are different from other blue-collar employees as will be noted.

## 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 of the foregoing, 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, methods and means of the most appropriate and efficient manner possible as may from time to time be 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 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 advance notice thereof to the employees is recognized.

4. To hire all employees, and subject to the provisions of law, to determine their qualifications 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 law.
6. To lay-off employees in accordance with 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 policies, rules and regulations and practices and the furtherance thereof, and the use of reasonable judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent 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 or regulation.



ARTICLE IIA – EXISTING BENEFITS

Benefits which the employees covered by this Agreement are presently enjoying as a result of Township ordinances, resolutions or written policies shall be continued by the Township during the term of this Agreement. It is understood and agreed that residency within the Township of Saddle Brook is not a requirement toward maintaining a position of employment covered by this Agreement.

## ARTICLE III – GRIEVANCE PROCEDURE

### A. Suspensions, Demotions, Removals

In any case where a permanent 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.

### B. Grievance Procedure

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

The term “Union” hereinafter referred to as “the Union” shall include any organization, agency or person authorized or designated by the Union to act on its behalf and represent the Union for the purpose of resolving grievances.

The purpose of this Article is to provide for expeditious and mutually satisfactory settlement of grievances arising under this Agreement. All step-by-step procedures herein provided shall be strictly adhered to by the employees and the Township. An Agreement reached by

the Township and the Union is any individual case regarding the extension to time limits shall be written and signed by the Township and the Union.

1. In the event of grievance, within five (5) working days of the occurrence of the event being grieved, the grievant shall discuss the grievance informally with the "Union". If the grievance cannot be resolved by the "Union", the "Union" shall request the grieved employee to reduce the grievance to writing.
2. The "Union" shall, after having received the grievance in writing, within fifteen (15) working days present the grievance to the Superintendent of Public Works. The superintendent of Public Works shall render a written decision within five (5) working days after the grievance has been presented to him.
3. In the event that the grievant is dissatisfied with the decision of the Superintendent of Public Works, the "Union" shall within ten (10) working days of the decision present a written appeal to the Mayor and/or Business Administrator. Such presentation shall contain copies of all previous correspondence relating to the matter in grievance. The Mayor or Business Administrator may give the "Union" and the grievant an opportunity to be heard informally before his decision is rendered. The Mayor or Business Administrator shall render a written decision within ten (10) working days of receipt of the appeal.
4. In the event that a grievant is not satisfied with the decision of the Mayor Business Administrator, then within five (5) working days of the receipt of the decision, the "union" shall have the option of either abandoning the grievance or referring the

grievance to the Public Employment Relations Commission for the selection of an arbitrator.

The time limits expressed herein shall be strictly adhered to and in the event that a grievance is not processed to the next succeeding step as outlined, then the disposition of said grievance at the last preceding step shall be deemed to be conclusive.

In the event that the Township fails to adhere to the time limits expressed herein, then the Association shall have the right to proceed to the next succeeding step.

#### 5. Arbitration

- a. The arbitrator shall be selected in accordance with the rules and regulations of the Public Employment Relations Commission.
- b. The arbitrator shall conduct a hearing and shall render his decision in writing with findings of fact and conclusions.
- c. The arbitrator shall not add to, subtract from, modify or amend in any way this Agreement.
- d. Only one (1) issue or grievance may be submitted to an arbitrator unless the parties agree otherwise and the arbitrator shall decide only the question which concerns the interpretation, application or alleged violation of the Agreement.
- e. 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.
- f. The cost of the arbitrator will be borne equally by the Union and the Township and all other expenses incurred by each side, including the presentation of witnesses, will be borne by the side incurring same.

#### ARTICLE IV – WORK WEEK

A. The normal workweek for full-time employees shall be Monday through Friday consisting of forty (40) hours per week, eight (8) hours per day (exclusive of ½ 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 ½) the regular straight time rate.

C. All work performed on a Saturday shall be paid at the rate of time and one half (1 ½) the regular straight time rate. All work performed on a Sunday or holiday shall be paid at the rate of double 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, he shall 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 ½) times the regular straight time rate when an employee is called back to duty on a Saturday. Call back time shall be paid at the rate of double the regular straight 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 eighth (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 in the event of excessive snow fall, ice or other weather conditions, an employee is required to work in excess of twelve (12) hours during a twenty-four (24) hour period, said employee shall be entitled to compensatory time off for hours worked in excess of twelve (12) hours within such twenty-four (24) hour period at a straight time basis to be awarded at a future time determined by 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 the employee at the top of the list is not available the next senior employee shall be offered the duty; and the most senior employee shall remain at the top of the list. In the event that the call back requires a worker with a CDL license, the Township may offer the duty to the employee nearest to the top of the list with a CDL license. In such case, the non-CDL holder(s) will remain at the top of the list for the next call back appointment.

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	General Election Day
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 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.

C. When an employee works on any of the above holidays, or if a holiday falls within the employee's vacation period, he or she is to be credited with one (1) full day of time off to be awarded at a future date to be determined 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:

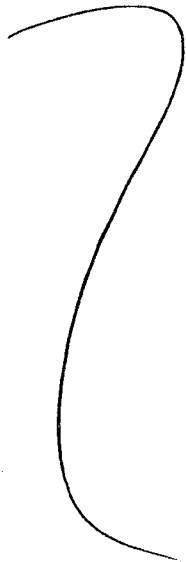
<u>LENGTH OF EMPLOYMENT</u>	<u>WORKING DAYS</u>
Under 1 year	1 working day per month
1 year to 4 years inclusive	13 working days per year
5 years to 8 years inclusive	16 working days per year
9 years to 12 years inclusive	19 working days per year
13 years to 16 years inclusive	22 working days per year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

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 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.



This Page  
intentionally BLANK  
Skipped in Printer



## ARTICLE VII – HOSPITALIZATION AND INSURANCE BENEFITS

### A. Insurance Coverage

1. All full-time employees and their dependents continue to be covered by the following group insurance in force on the day of execution of this Agreement: health, medical, dental, vision, life accidental death and disability policies. These group policies include hospitalization and Major Medical with Rider “J” (365 day coverage/\$1,000,000.00 minimum coverage), Life Insurance (\$25,000.00 life, \$15,000.00 accidental death benefit).
2. Dental coverage is \$2,000.00 with \$2,000.00 orthodonture coverage.
3. Prescription Plan with GSPO Inc. is \$5.00 co-pay Generic, \$5.00 Co-pay Brand/No Generic and \$25,00 Brand/Generic available.
4. The life and accidental death policy covers the employee only.
5. The Township shall pay the entire cost of the premiums for health insurance coverage.
6. The Township will provide at its own expense worker’s compensation insurance coverage as is mandated by state statute.
7. Deductibles will be \$200.00 Individual in Network, \$400 Family in Network, \$250 Individual Out of Network, \$1000.00 Family Out of Network, \$15.00 Dr. Offices Co-Pay.
8. The Township reserves the right to change insurance plans and/or carriers or to self-insure so long as in the aggregate substantially similar benefits are provided.
9. Vision Coverage: Vision coverage shall be one hundred fifty (\$150.00) dollars per year. Employees at their option may elect to use collectively three hundred (\$300.00) dollars for any (2) year benefit period.

B. Retired Employees

The Township agrees to provide certain group health and medical benefits as noted below under such rules as may be adopted by the governing body:

Employees retiring from public service with twenty-five (25) years of employment with the Township of Saddle Brook may continue in group health and medical insurance programs together with dependent children through age 23 if such child or children is enrolled full-time in college, 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.

## 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 the 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 full-time employee on the basis of one (1) working day per month during the remainder of the first calendar 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 his 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 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 two hundred and twenty-five (\$225.00) dollars per annum. 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 enrolled in any other plan selected by the employee.

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.

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

B. Personal leave is determined as of January 1 of each year.

C. Requests for such personal days are subject to the approval of the employee's supervisor and will be made in writing to the supervisor, not less than two (2) working days in advance of the day, except in cases of emergency.

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>1/1/07</u>	<u>1/1/08</u>	<u>1/1/09</u>	<u>1/1/10</u>
Over 3 Years of Service	\$33.53	\$34.54	\$35.53	\$36.65

These rates reflect across the board raise.

Effective	1/1/07 3.0%
	1/1/08 3.0%
	1/1/09 3.0%
	1/1/10 3.0%

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

	<u>1/1/07</u>	<u>1/1/08</u>	<u>1/1/09</u>	<u>1/1/10</u>
<u>Years</u>				
5	\$55,109	\$56,762	\$58,465	\$60,219
4	\$50,101	\$51,604	\$53,152	\$54,747
3	\$45,094	\$46,447	\$47,840	\$49,275
2	\$40,086	\$41,289	\$42,527	\$43,803
1	\$35,079	\$36,131	\$37,215	\$38,331
Less than 1	\$25,750	\$26,522	\$27,318	\$28,138

In addition, the Truck Driver title shall be created, using specifications to be provided by the New Jersey Department of Personnel. All CDL holders will be promoted to the new title effective January 1, 1999, and the position shall pay 25 cents an hour more than the Laborer/Repairer for commensurate years of experience.

## ARTICLE XV – LICENSES

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.

ARTICLE XII – 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 of hire 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 XIII- 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, et., in the amount of \$400.00

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 share 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 by employees 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 as or substantially 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, not to exceed \$35.00 in each instance (initial license and any renewal).

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

#### ARTICLE XIV – 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 cousin, an employee upon his request shall have the right to time off, with pay, on the date of 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 or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## ARTICLE 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 union 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 IBT 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:

	<u>Maximum Unused Sick Days That Could be Acquired</u>	<u>% of Unused Sick Days</u>	<u>Maximum Days Entitled to With Pay</u>
Yrs. Less than 21	300	50%	150 Days
Over 21 less than 22	315	50%	157 Days
Over 22 less than 23	330	50%	165 Days
Over 23 less than 24	345	50%	172 Days
Over 24 less than 25	360	50%	180 Days
Over 25 less than 26	375	50%	187 Days
Over 26 less than 27	390	50%	195 Days
Over 27 less than 28	405	50%	203 Days
Over 28 less than 29	420	50%	210 Days
Over 29 less than 30	435	50%	218 Days
Over 30	450	50%	225 Days

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 shall be made thereafter 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 twenty (20) years of employment have been completed.

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 the parties at the time they negotiated or signed this Agreement.

ARTICLE XX – TERM

This Agreement shall become effective as of January 1, 2007 and shall remain in full force and effect until midnight on December 31, 2010. The economic terms of this Agreement, including salaries, benefits, increases and fringe benefit changes shall apply effective January 1, 2007, only for employees on the Township's payroll as of the date of the signing of this Agreement or who retired according to normal retirement or disability retirement under PERS since January 1, 2007.

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. The Union shall submit a copy of its entire proposal to the Township by September 1, 2010. The Township shall, within thirty (30) days after receipt of the Union's proposals, submit a copy of its proposals to the Union.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Saddle Brook Township, New Jersey on this 8<sup>th</sup> day of June 2009.

IBT LOCAL NO 560

(BLUE COLLAR EMPLOYEES)

TOWNSHIP OF SADDLE BROOK

By: Charles M. D'Angelo <sup>TRUSTEE</sup>  
<sup>BIA</sup>  
<sup>06-08-09</sup>

By: Louis J. Annunzio

By: Louis J. Annunzio <sup>Proc. Sec. IBT</sup> <sup>6/8/09</sup>

ATTEST:  
Michael J. Arsi

By: Michael J. Arsi <sup>VP</sup> <sup>6/8/09</sup>

MICHAEL J. ARSI  
A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires July 12, 2013