

AGREEMENT BETWEEN

TOWNSHIP OF JACKSON, A CORPORATE BODY COUNTY OF OCEAN, STATE OF NEW JERSEY

AND

IUOE LOCAL 68

THREE (3) YEAR CONTRACT

EFFECTIVE:

**January 1, 2020 through December 31, 2022**

**Titles****IUOE Local 68 Jackson Township****Supervisor Public Works****Senior Center Program Administrator / Commission for the  
Disabled/Handicapped****Fire Protection Sub-Code Official****Electrical Sub-Code Official****Plumbing Sub-Code Official****Construction Code Official****Tax Assessor****Tax Collector****Purchasing Agent****Zoning Officer****Planning Board Administrator/Coordinator****Supervisor of Code Enforcement****Supervising Code Enforcement Officer****Recreation/Special Events Coordinator & Clean Communities  
Coordinator**

RESOLUTION OF THE TOWNSHIP OF JACKSON  
JACKSON, NEW JERSEY

RESOLUTION NUMBER: 296R-21

DATE OF ADOPTION 8-10-2021

TITLE: AUTHORIZING AMENDMENT AND EXECUTION OF A SIDE BAR AGREEMENT TO THE COLLECTIVE NEGOTIATIONS AGREEMENT BETWEEN THE TOWNSHIP OF JACKSON AND IUOE LOCAL 68

Council Member: Flemming presents the following resolution.

Seconded by: Chisholm Page 1 of 1

**WHEREAS**, the Township of Jackson and IUOE Local 68 are parties to a Collective Negotiations Agreement effective January 1, 2020 through December 3, 2022; and

**WHEREAS**, the parties have come to a "Side Bar Agreement" to the Collective Negotiations Agreement, and the terms and conditions of this addendum are set forth in an agreement attached hereto as Schedule A; and

**WHEREAS**, the governing body wishes to ratify the Side Bar Agreement with IUOE Local 68 and authorize its execution, noting that all terms of the existing Collective Negotiations Agreement shall remain in full force and effect except as modified by this Side Bar Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that the Township Council of the Township of Jackson, County of Ocean, State of New Jersey as follows:

1. That the governing body does hereby ratify the Side Bar Agreement with IUOE Local 68 attached hereto as Schedule A.
2. That the governing body does hereby authorize the Mayor to execute and the Township Clerk to attest to, respectively, the Side Bar Agreement between the Township and IUOE Local 68, and that all terms of the existing Collective Negotiations Agreement shall remain in full force and effect except as modified by this Side Bar Agreement.
3. That this resolution shall take effect immediately.
4. That a copy of this resolution shall be forwarded to IUOE Local 68, the Township Administrator, Chief Financial Officer and Township Labor Counsel.

*Janice Kisty*  
JANICE KISTY, R.M.C.  
TOWNSHIP CLERK

DATED: 8-10-2021

RECORD OF VOTE				COUNCIL VICE PRES	COUNCIL PRESIDENT
TOWNSHIP COUNCIL	Nino Borrelli	Stephen Chisholm Jr.	Alex Sauickie	Martin Flemming	Andrew Kern
YES	✓	✓	✓	✓	✓
NO					
ABSTAIN					
ABSENT					

*Janice Kisty* X0

I, Janice Kisty, Municipal Clerk of the Township of Jackson in the County of Ocean, hereby certify that the above is a true copy of a Resolution adopted by the Township Council on the 10<sup>th</sup> day of August 2021.

**SIDE BAR TO THE PARTIES'  
COLLECTIVE NEGOTIATIONS AGREEMENT**

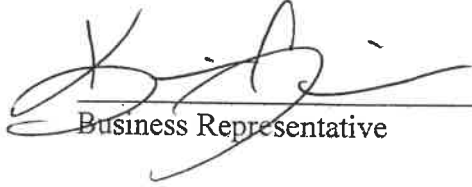
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The Township of Jackson ("Township") and IUOE Local 68 ("Union"), hereby agree to this Side Bar Agreement to the Collective Negotiations Agreement between the Township and the Union as follows:

1. The Township and Union are parties to a Collective Negotiations Agreement ("CNA"), effective January 1, 2020 through December 31, 2022.
2. All terms of the existing CNA shall remain in full force and effect except as modified by this Side Bar.
3. Article Ten of the CNA addresses Overtime. Sections 2 and 3 address the payment of Compensatory Time for overtime worked by members of the Union.
4. For good and valuable consideration provided for herein which the parties acknowledge and agree exists, the Agreement shall be modified to eliminate the last sentence of Section 3 of the CNA from the date this Side Bar is fully executed by the parties.
5. Section 3 will now read as follows: "Department and Division Heads are exempt employees. All other employee/members of the Union are non-exempt and eligible for overtime or compensatory time. Employees exempt from overtime are not eligible for overtime or compensatory time, unless the exempt employee receive prior written approval and authorization from the Township Administrator. Exempt employees must get verbal or an email approval in advance from the Township Administrator before working the overtime and receive the Administrator's authorized signature on the overtime request form they submit to payroll. Any exempt who does not receive the approval and authorization as set forth above will not receive overtime or compensatory time sought."
6. Section 2.b. will be modified to state "except as provided for in Section 3."
7. Section 2.c. will be amended to provide that "flex time will be hour for hour, but overtime and compensatory time will be paid out in time and a half for each hour of overtime worked."
8. Effective July 1, 2021, the Recreation Director's salary will be increased by \$5,000.
9. Article 21, Section 4 will be amended to reflect a date of January 1, 2020 consistent with the contract date.

So Agreed.

IUOE Local 68

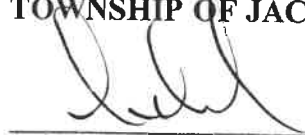


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Business Representative

8/4/21  
Date

TOWNSHIP OF JACKSON



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Michael Reina, Mayor

8.14.21  
Date

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**ARTICLE ONE**  
**PREAMBLE-WITNESSETH**

*This agreement made and entered into in Jackson Township, New Jersey this \_\_\_ Day of \_\_\_\_\_ 2021, between the Township of Jackson, a municipality in the County of Ocean, and State of New Jersey, hereinafter referred to as the "Township" or "Employer" and the IUOE Local 68, or hereinafter referred to as the "Local 68" or "Association", as herein referred to denotes all Local 68 members.*

**ARTICLE TWO**  
**RECOGNITION AND SCOPE OF AGREEMENT**

SECTION 1. The Employer hereby recognizes Local 68 as the sole and exclusive representative of all supervisors as defined in Article 2, Section 3, herein, for the purposes of collective bargaining, and all activities and processes relative thereto.

SECTION 2. The Employer hereby recognizes, that any members who are afforded certain protections by laws concerning their position, profession, licensing or individual status shall continue to receive those protections.

SECTION 3. The Bargaining Unit shall consist of all regular full-time supervisors as set forth in PERC Certification Docket No. RO-2015-004 dated December 7, 2015. There may be other supervisory titles added in accordance with PERC Certification Rules and/or the State of New Jersey Statutes. The specific titles are attached hereto and incorporated herein as Exhibit A.

SECTION 4. This Agreement shall govern terms and conditions of employment herein set forth.

SECTION 5. The parties recognize that the Township has an established Handbook that sets forth the Township Employee policies. Should a potential conflict arise between the collective bargaining agreement and the Employee Handbook, the collective bargaining agreement shall prevail.

SECTION 6. This Agreement shall be binding upon the parties hereto.

SECTION 7. Union Dues: The Township agrees to deduct monthly Local 68 membership dues from the pay of those employees who individually request, in writing to Local 68, that such deductions be made. Employees covered by this Agreement may only request deduction for the payment of dues to Local 68. The amounts to be deducted shall be certified to the Township in writing by Local 68, together with a list of names of all employees from whom deductions are to be made.

The Township will remit to Local 68 all deducted monies no later than the 15th of the month following the month for which the dues were deducted. If the dues remittances are not received by the 15th of the month following the month for which the dues were deducted, Local 68 may seek relief through the grievance procedure set forth in Article 34.

Local 68 shall indemnify and hold the Township harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of any action taken by the Township in conformance with this Section.



Local 68 shall intervene in, and defend any administrative action or court litigation concerning this Section. In any such litigation, the Township shall have no obligation to defend this Section.

### **ARTICLE THREE**

#### **COLLECTIVE BARGAINING PROCEDURE**

SECTION 1. Collective Bargaining shall be conducted by the duly authorized bargaining agent of each of the parties concerning the terms and conditions of employment. Unless otherwise designated, the Mayor or his/her designee, and the President of Local 68 or his/her designee, shall be the respective bargaining agents for the parties.

SECTION 2. Collective Bargaining meetings shall be held at times and places mutually convenient at the request of either party in accordance with the applicable statutes of New Jersey and the rules and regulations of the Public Employment Relations Commission.

SECTION 3. Ordinarily not more than four (4) additional representatives of each party shall participate in collective bargaining meetings.

### **ARTICLE FOUR**

#### **NON-DISCRIMINATION AND COERCION**

SECTION 1. There shall be no discrimination, interference or coercion by the Employer or any of its agents against the members represented by the Association because of membership activity in the Association. The Association shall not intimidate or coerce any other employee into membership. Neither the Employer nor the Association shall discriminate against any employee because of race, creed, color, national origin, nationality, ancestry, age, sex, (including pregnancy and sexual harassment), marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for military service, mental or physical disability (including AIDS and HIV related illnesses), or political affiliation.

SECTION 2. Pursuant to Chapter 123, Public Law of 1974: The Township hereby agrees that every unit member shall have the right to freely organize, join and support Local 68 and its affiliates for the purpose of engaging in collective negotiations and other concerted Local 68 activities. As a body exercising governmental power under the law of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any members the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey, or the Constitution of New Jersey and the United States Constitution; that it shall not discriminate against any Association member with respect to hours, wages, work assignments, or any terms of conditions of employment by reason of his/her membership in Local 68 and its affiliates, his/her participation in any activities of Local 68 and or proceedings under this agreement, or otherwise with respect to any terms or conditions of employment, or for action taken as a result of action taken on the part of the Township.

## **ARTICLE FIVE MANAGEMENT RIGHTS**

SECTION 1. Local 68 recognizes that there are certain functions, responsibilities, and management rights exclusively reserved to the employer. All of the rights, power and authority possessed by the employer are hereby reserved.

It shall be mutually agreed that the Township as Employer, and Local 68 as employees, will abide by Title 11A of the revised statutes of New Jersey, and the rules and regulations of the Civil Service Commission. No provision of this Agreement will, in any way, contravene the authority and responsibility of the Civil Service Commission.

The Employer shall have the right to determine all matters concerning the Management or Administration of the various divisions of the Township of Jackson, the right to direct the various divisions, to hire and transfer personnel, to combine or eliminate jobs and to determine the number of personnel needed for specific job assignments.

SECTION 2. Nothing in this Agreement shall interfere with the right of the Employer in accordance with the applicable law, rules and regulations to:

(a) Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate and efficient manner possible.

(b) Manage personnel of the Employer, to hire, promote, transfer, assign or retain personnel in positions within the Employer and in that regard to establish reasonable work rules in written form with copies and amendments thereto to be provided to personnel.

(c) Suspend, demote, reduce, discharge or take other appropriate disciplinary action against any personnel pursuant to Title 11A, Civil Service Laws and rules or to lay off personnel provided the Employer comply with the requirements of the Civil Service Law and rules.

SECTION 3. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify any existing or amended applicable provisions of Federal and State Laws.

SECTION 4. The Bargaining Unit recognizes management's right to record an employee's time in a manner deemed appropriate by management.

## **ARTICLE SIX JACKSON TWP. SUPERVISORS ASSOCIATION BUSINESS**

SECTION 1. The President or in the event he/she is not available, his/her designee of Local 68 or if he/she is unavailable, the next highest ranking Local 68 Officer available, shall be excused from their work assignment and shall be granted the time off to handle Local 68 business; provided, however, that prior to the time of absence from the work assignment, the President, or his/her designee, shall notify the Administrator or their designee, and provided further that such time is limited to an aggregate of 1 work day per month, non-cumulative.

SECTION 2. The members of Local 68's negotiating Committee shall be granted time off from duty with full pay for all meetings between the Township and the Union for the purposes of negotiating the terms of an agreement when such meetings take place at a time during said employees' regular working hours.

SECTION 3. It is specifically agreed that the taking of Union Leave will not interrupt the work of the Township.

SECTION 4. The Association shall have the right to use the intra-township mail facilities as it deems necessary and without approval of any Administrative or Management Personnel.

SECTION 5. Subject to availability and to adherence to the same procedural requirements established by the Township for the use of its facilities by other non-municipal groups, the Association shall have the right to conduct meetings at reasonable times on municipal premises. It shall be understood that all meetings of the Union shall be held so as not to interfere or interrupt normal Township operations and at no additional cost to the Township. The request for scheduling all meetings shall be made through the Business Administrator or his/her designee.

SECTION 6. It shall be agreed that Local 68 President or the next highest officer acting in the capacity of Local 68 President, shall be permitted to bring directly to the Administrator, any matters deemed by the President to be of such importance that it directly requires immediate action and resolution.

## **ARTICLE SEVEN WORK HOURS**

SECTION 1. The Regular workweek for unit employees shall consist of thirty-five (35) hours or forty (40) hours, depending on title, of work per week, exclusive of a meal period. All works schedules shall include a one-hour meal period.

SECTION 2. The work year for payroll purposes shall be the calendar year January 1 through December 31. The established salary will be divided by the number of pays in each calendar year.

SECTION 3. All Local 68 members required to obtain or maintain professional licensing or certifications due to their specific job description shall be permitted to do so during work hours without affecting accrued time and loss of pay.

SECTION 4. Any change in any Local 68 members schedule shall occur only with a minimum of 14 days advance notice.

SECTION 5. Any requested attendance at a Township Meeting after established work hours is not considered a change of schedule.

**ARTICLE EIGHT**  
**SALARIES AND WAGES**

SECTION 1. Employees will receive across-the-board increases to their base pay equal to 2.5% effective January 1, 2020; 2.5% effective January 1, 2021, and 2.5% effective January 1, 2022,

SECTION 2: The below-listed employees only will receive a retroactive salary adjustment of five thousand dollars (\$5,000) effective January 1, 2021 and a salary adjustment of two thousand five hundred dollars (\$2,500) on January 1, 2022. Both year's adjustments will be applied after the 2.5% wage increase is applied:

Robert Stauffer, Public Works Supervisor  
~~Kenneth Byrnes, Fire Subcode Official~~  
David Rudolph, Electrical Subcode Official  
Kevin Schmalz, Plumbing Subcode Official

SECTION 3: Retroactive salary payments will be made in accordance with this Section for Years 2020 and 2021 for all unit members currently employed as of the date of this Agreement was ratified, together with all former employees who have retired on pension between January 1, 2020 and the date of ratification. Unit members who have left the Township employment for reasons other than retirement are not entitled to retroactive payments.

SECTION 4. It shall be mutually agreed that the Township as Employer, and Local 68 as employees shall be paid bi-weekly on Friday pursuant to the governing authority. However, should a pay period fall on a Friday/holiday, members' checks shall be made payable and available on the Thursday prior to.

SECTION 5. Exhibit A attached hereto and incorporated herein sets forth the minimum and maximum salary range for each title within the unit.

**ARTICLE NINE**  
**LONGEVITY**

SECTION 1. Beginning January 1, 1995 and thereafter, all employees hired by the Township of Jackson shall be paid only their base rate of pay. No employee hired after January 1, 1995 shall be entitled to or receive longevity pay.

SECTION 2. All employees hired prior to January 1, 1995 shall continue to receive all longevity benefits as outlined in Section 1 of this article.

**ARTICLE TEN**  
**OVERTIME**

SECTION 1. Local 68 members, eligible for overtime under the Fair Labor Standards Act are entitled to overtime as provided by the law. Local 68 members shall not be paid for overtime

hours unless the Department Head, Division Head, his/her designee or Administrator authorizes such overtime.

SECTION 2. Compensatory time. Any employee not exempt from overtime under the Fair Labor Standards Act may utilize compensatory time for hours worked in excess of the member's normal day according to the policy and procedures set forth below and in Section 3.

- a. Only Local 68 members who are not exempt from overtime under the Fair Labor Standards Act may utilize the compensatory time policy.
- b. Exempt members, including department heads, are not to receive overtime and/or compensatory time provided herein.
- c. Non-exempt members may be granted hour for hour compensatory time for hours worked in excess of the member's normal workday, emergency, extraordinary work or emergency work during a State or Federally declared natural disaster affecting Jackson Township's normal operations, including but not limited to, maintenance, construction, snow removal or other related work in situations which constitute unreasonable safety hazards to the public.
- d. To be eligible for compensatory time, employees must work at least one (1) full hour in excess of their normally scheduled work hours.
- e. Prior to being entitled to such hour for hour compensatory time allotment, approval must be obtained, in writing, at his or her reasonable discretion, by the Business Administrator, upon submission, within 24 hours of extra work, of proper documentation and which requires, at a minimum, accurate timekeeping records and detailed prior written justifications, except in emergency situations if prior justification is not reasonably practicable.
- f. Under no circumstances may any non-exempt employee approve his or her own time for purposes of receiving pay and compensatory time.
- g. When it is necessary and required by the Business Administrator for a member to work on a holiday established in Article 12, the member will be provided hour for hour compensatory time and the employee's regular pay.

SECTION 3: Employees exempt from overtime will not receive compensatory time. Employees who are not exempt from overtime will receive compensatory time only for all hours worked over 40 in a workweek. Any hours worked between 35-40 hours in a workweek will be paid at straight time.

## **ARTICLE ELEVEN VACATION LEAVE**

SECTION 1. Local 68 members are entitled to paid vacation leave in accordance with the following schedule:

- After the initial month of employment and up to the end of the first calendar year, employees shall receive one (1) vacation day for the initial month of employment if they begin work on the 1<sup>st</sup> through the 8<sup>th</sup> day of the calendar month, and one-half (1/2) working day if they begin on the 9<sup>th</sup> through the 23<sup>rd</sup> day of the month;

After that time, annual paid vacation leave for the above employees shall be as follows:

- From one year but less than five years of continuous service, 13 working days;
- After five years of service but less than 10 years of continuous service, 17 working days;

- After 10 years but less than 15 years of continuous service, 21 working days; and
- After 15 years or more of continuous service, 25 working days.

SECTION 2. Vacation time is credited at the beginning of the calendar year in anticipation of continued employment. (See NJAC 4A:6-1.2(a))

SECTION 3. An increase in vacation leave shall be granted at the beginning of the calendar year in which the service requirement is met.

SECTION 4. Paid vacation days shall not accrue during certain leave of absences or suspension.

SECTION 5. Department/division heads are to receive an additional five (5) days per year on the schedule above.

1. Requests for vacation shall be submitted via the appropriate Request for Leave form to Local 68 members immediate supervisor. Requests submitted will be honored if possible; however, proper staffing of department units must take precedence over all other considerations in scheduling vacations.
2. In an effort to afford all staff the convenience of scheduling vacations, and to avoid employees having an abundant balance of days at the end of the year which they must "use or lose," all employees are to submit "Application for Leave" vacation requests, for the year, by the end of February. This is for ease of scheduling only, and to limit disruption to office operations, and would not preclude employees from taking other days off.
3. Vacation requests submitted up to and including February 27<sup>th</sup> shall be considered on a seniority basis, however, any requests submitted after February 27<sup>th</sup> shall be considered on a first-come first-serve basis.
4. An employee who leaves service with a local jurisdiction shall be paid for unused earned prorated vacation leave. (See NJAC 4A:6-1.2(h)). Please refer to your respective collective bargaining agreement for any applicable bonus upon retirement. Non union employees shall, upon retirement only, receive a bonus of 5%. Non union employees hired after 1/1/96 shall receive a 5% bonus with a cap of \$12,000 inclusive of sick pay.
5. Vacation time for all employees may be taken in hours.
6. Vacation leave not taken during the calendar year because of the pressure of official business shall be used during the next succeeding year only and shall be scheduled to avoid losing the leave (maximum up to one year vacation allowance.) (See NJAC 4A:6-1.2(g))
7. Any employee who exhausts all of his/her vacation leave in any one year shall not be credited with any additional paid vacation leave until the beginning of the next calendar year. (See NJAC 4A:6-1.2(i))
8. Unused prorated vacation leave shall be paid to the estate of a deceased employee. (See NJAC 4A:6-1.2(j))
9. If employment terminates prior to the end of the calendar year, an adjustment will be made in the employee's final paycheck for any vacation leave which has been used, but not yet earned.

10. Accumulated vacation leave shall not be utilized in order to extend the effective termination of service date, nor shall it be used to attain additional insurance coverage, holidays or accrued time.
11. If an employee is sick or injured while on vacation leave, he/she may submit a written request to the Business Administrator to change vacation leave to sick leave. Proper medical verification may be requested. Approval is subject to the Business Administrator's discretion. Such requests must be made within a reasonable period of time as determined by the Business Administrator.
12. If an employee wishes to take time off in excess of his/her accrued time, said employee must submit a request, in writing, at least 30 calendar days in advance of the requested time off. Said request should be dated and shall be reviewed and approved or disapproved by the Business Administrator. Employees will be docked in pay.

## ARTICLE TWELVE HOLIDAYS

SECTION 1: Local 68 members are entitled to the following paid holidays.

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- General Election Day
- Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Day

SECTION 2: Local 68 part-time employees are entitled to official paid holidays on a prorated basis.

SECTION 3: If a paid holiday falls on a Sunday, it will be observed on the following Monday. If a paid holiday falls on a Saturday, it will be observed on the preceding Friday.

SECTION 4: To be paid holiday pay, a member must be on active pay status.

SECTION 5: If a paid holiday occurs while a member is on approved vacation or sick leave, the member shall not have that holiday charged as sick or vacation time.

SECTION 6: If a paid holiday occurs on the normal workday of a permanent, part-time employee, the member is entitled to his/her regular part-time pay.

SECTION 7: When it is necessary for a member to work on a paid holiday to maintain operations, the member will be compensated in accordance with the provisions in the appropriate

negotiated agreement.

SECTION 8: The observance of religious holidays other than those listed as official paid holidays will be granted and charged as personal or vacation days.

### **ARTICLE THIRTEEN SICK LEAVE**

SECTION 1: Local 68 members are entitled to fifteen (15) working days of sick leave per calendar year. During the first year of employment, sick days are accrued based on the same schedule as vacation leave. Sick leave is credited in anticipation of continued employment. (See NJAC 4A:6-1.3(a)(2)).

SECTION 2: Sick leave may be used for personal illness or injury, exposure to contagious disease, to care for a seriously ill member of an employee's immediate family or a doctor's appointment for an employee's immediate family member. Immediate family shall be defined in the Family Leave Act.

SECTION 3: Unused sick leave shall accumulate from year to year without limit (NJAC 4A:6-1.3(f)).

SECTION 4: Paid sick days shall not accrue during certain leave of absences without pay or suspension.

SECTION 5: An employee who exhausts all paid sick days in any one year shall not be credited with additional paid sick leave until the beginning of the next calendar year. (See NJAC 4A:6-1.3(e)).

SECTION 6: When a member retires, the Township shall pay back a portion of unused sick in accordance with the terms of this agreement. Members, hired before 1/1/96 shall be paid up to a maximum of 130 days in addition to a 5% bonus. Members hired after 1/1/96 shall receive a 5% bonus with a cap of \$12,000 inclusive of vacation pay.

SECTION 7: If an employee terminates employment prior to the end of the calendar year, an adjustment will be made in the final paycheck for any sick leave which has been used but not yet earned.

SECTION 8: All employees are responsible for immediately notifying their department in the manner prescribed by the department head if they will be absent due to use of sick leave. Failure to follow the procedure for notification of absence could result in denial of sick leave for that absence and/or disciplinary action.

SECTION 9: If an employee is sick or injured while on vacation leave, he/she may submit a written request to the Business Administrator to change vacation leave to sick leave. Proper



medical verification may be requested. Approval is subject to the Business Administrator's discretion. Such requests must be made within a reasonable amount of time.

SECTION 10: An employee may be required to submit official proof of the need to use sick leave in the form of a doctor's verification of illness or injury when:

- The employee is absent on sick leave for three (3) or more consecutive working days;
- If an employee is attending to an immediate family member, a doctor's verification of that individual may be required.
- After the tenth occurrence of absence on sick leave in one calendar year.
- There is a pattern of utilizing sick time to extend weekends, absences due to holidays or use of personal or vacation time.
- The Business Administrator determines such requirement appears reasonable.

SECTION 11: An employee shall have the option each year of either accumulating or taking any unused portion of the sick leave granted for that year in straight pay, provided that notification of the desire to use this option is submitted in writing to the Township Administrator and the employee's Department Head no later than November 1<sup>st</sup> of each year. Sick days used in this option shall be deducted from the accumulated sick leave total of the employee and shall not be applicable to the bonus pay program outlined under the Jackson Code. Payment shall be made by December 1<sup>st</sup> of that calendar year.

SECTION 12: The Township agrees that the bonus pay program shall remain in force and effect. The employee shall receive one (1) day's pay for every five (5) days of sick leave which is earned, but not used during the calendar year.

## ARTICLE FOURTEEN JURY DUTY LEAVE

SECTION 1. Any employee who is summoned to jury duty on a scheduled workday as certified by the Clerk of the Court shall be granted paid jury leave for each day of service subject to the following conditions:

- (a) The employee must notify the Business Administrator and/or the Personnel Office if the Business Administrator is unavailable as soon as practical upon receipt of a summons for jury service;
- (b) The employee has not voluntarily sought jury service;
- (c) No employee is attending jury duty during vacation and/or other time off from Township employment;
- (d) The employee submits adequate proof of the time served on the jury and the amount received for such service.
- (e) Any compensation received by the employee as a juror, except for meal and travel expenses, shall be returned to the Township.

**ARTICLE FIFTEEN**  
**INJURY AND ILLNESS LEAVE**

SECTION 1. Local 68 members who suffer job related injuries and illnesses may be entitled to medical expenses, lost income and other compensation under the New Jersey Workers Compensation Act. The Township covers workers compensation benefits through its insurance program. Additionally, the Township of Jackson will supplement any payments received as workers compensation for temporary disability to equal an employee's full salary for up to one year as long as the employee is temporarily disabled under workers compensation. This supplemental income, in the form of a leave of absence with pay, is available to any Local 68 member who is injured or disabled as a result of his/her employment.

SECTION 2: Any occupational injury or illness must be immediately reported to the supervisor or department head. All required medical treatment must be performed by a Workers Compensation Physician designated by the Township's insurance program and payment for unauthorized medical treatment may not be covered pursuant to the Act.

SECTION 3: When an employee gets injured on the job:

1. The employee's supervisor immediately notifies the designated medical claims coordinator. This pertains to all shifts.
2. In case of an emergency, the employee should go to the nearest hospital and the designated medical claims coordinator should be notified as soon as possible.
3. The supervisor and employee complete the Incident Investigation Report and forward it to the Personnel Office.
4. The medical claims coordinator will assign a nurse case manager.

SECTION 4: Failure to report job related injuries and illnesses in a timely manner may result in disciplinary action, up to, and including termination.

**ARTICLE SIXTEEN**  
**PERSONAL DAYS**

SECTION 1. Local 68 members shall be granted three (3) personal days at the beginning of each calendar year in anticipation of continued employment.

SECTION 2: Personal days shall not be carried over year to year.

SECTION 3: During the initial year of employment, employees shall be granted one-half day of personal leave for each full calendar month of employment up to a maximum as specified above for the remainder of the calendar year.

SECTION 4: Personal leave may be taken in hourly increments.

## **ARTICLE SEVENTEEN**

### **BEREAVEMENT LEAVE**

SECTION 1. In the case of death in the immediate family, a full-time permanent, provisional or unclassified employee shall be granted up to four (4) consecutive days of bereavement leave. This leave shall not be deducted from any other leave and shall be granted as many times as may be necessary during any given year. The term "immediate family" shall include the following: spouse or civil union partner, children, step-children, parents, step-parents, sibling, sister-in-law, brother-in-law, grandparents, grandchildren, great grandparents, great grandchildren of the employee or employee's spouse.

SECTION 2. Two days of bereavement leave shall be granted to the employee in the event of the death of an aunt, uncle, niece or nephew of the employee or employee's spouse.

SECTION 3. If travel time is required, the Business Administrator may grant up to one (1) additional day of bereavement leave. Said time shall be taken from one of the employee's leave banks.

## **ARTICLE EIGHTEEN**

### **CONFERENCES AND SEMINARS**

SECTION 1: Requests to attend a conference or seminar must be submitted at least thirty days before the event for approval by the Business Administrator. Requests must be in writing and include the conference schedule, registration information and estimated costs. The department head is responsible to detail all training requests during the budget formulation process. Approval of any conference or seminar request is conditioned upon the availability of funds.

SECTION 2: Employees wishing to attend the Annual League of Municipalities Convention will be required to request the use of paid time off unless attendance is associated with educational courses specific to a municipal license or certification issued by the State of New Jersey and/or directly related to the employee's work. If related to a State certification or job relevant, the Business Administrator may consider requests to attend and agree to pay for the cost of the education and training, subject to available budget and staffing considerations. Under no circumstances, however, will the Township reimburse for meal and lodging expenses associated with attendance at the Convention.

SECTION 3: Continuing Education Unit Courses must be submitted at least 10 days before the event for approval by the Business Administrator. The Continuing Education Course must be specific to a municipal license or certification issued by the State of New Jersey and/or directly related to the employee's work. If related to a State certification or job relevant, the Business Administrator may consider requests to attend and agree to pay for the cost of the education and training, subject to available budget and staffing considerations. Under no circumstances, however, will the Township reimburse for meal and lodging expenses associated with attendance.

**ARTICLE NINETEEN**  
**ABOVE CLASS ASSIGNMENT**

When an employee is assigned by the Business Administrator or Designee to perform the duties of a higher Civil Service position in the classified service on a temporary basis because of the absence of an employee holding such a higher position in the classified service, such temporary assigned employee shall be entitled to be compensated at a salary of one hour additional pay per day for each day of temporary assignment. The employee must perform a majority of the job duties in the higher classification to qualify for payment. Only permanent employees are eligible and qualified for promotion to such higher Civil Service classified positions which may be temporarily assigned, when such employees are available. The provisions of this Section shall not take effect until the employee which is assigned to temporarily perform the duties of a higher Civil Service classified position performs such duties for a period of one full working day.

**ARTICLE TWENTY**  
**CLOTHING ALLOWANCE**

SECTION 1. A clothing reimbursement for each member in the amount of three hundred dollars (\$300.00) shall be available, where appropriate based upon job duties, to the member upon proof of purchase of OSHA certified boots. The determination of the appropriate job duties that will qualify for the reimbursement is in the sole discretion of the Administrator. The allowance will be paid only to employees in titles where duties require boots to be worn. All other titles are excluded from this payment.

SECTION 2. If the Township requires the member to wear clothing attire with the Township's insignia, such clothing shall be provided by the Township.

SECTION 3. All OSHA required job appropriate safety clothing/equipment shall be provided by the Employer.

**ARTICLE TWENTY-ONE**  
**HEALTH INSURANCE AND PRESCRIPTION POLICY**

SECTION 1. The Township shall continue to provide the same or substantially similar medical insurance for full-time employees as provided through the State Health Benefits Program. Dependent coverage shall be included.

SECTION 2: The Township of Jackson pays the premiums for medical and prescription coverage for all full-time employees and their families with the exception of employee

contributions at the Tier IV level as set forth in the grids of P.L. 2011, Ch. 78..

SECTION 3: Coverage for new employees will begin 60 days from the 1<sup>st</sup> day of employment or meeting the eligibility requirements. You may opt to waive medical benefits, provided you show proof of other coverage by your spouse. (Includes prescription)

1. Any employee who wishes to change from one plan to another plan may do so during the open enrollment period.
2. After retirement, termination, or while on an approved leave of absence, health benefit coverage may be continued. Employees may be required to pay-premiums. To insure uninterrupted group coverage, employees should see the Personnel Office as early as possible for complete details.

SECTION 4: All employees hired on or after January 1, 2021 are required to select OMNIA as their health insurance plan under the SHBP.

## **ARTICLE TWENTY-TWO**

### **DENTAL PLAN**

SECTION 1: The Township shall provide dental coverage to all full-time employees and their eligible dependents. The Township pays the premiums for dental coverage. It is explicitly acknowledged that if the Township changes medical insurance providers, the employees will be required to contribute to the premiums as required by law.

SECTION 2: Coverage for new employees will begin 60 days from the 1<sup>st</sup> day of employment or meeting the eligibility requirements.

## **ARTICLE TWENTY-THREE**

### **OPTICAL PLAN**

SECTION 1: The Township shall provide vision coverage to all full-time employees. Dependents are not eligible for this coverage. The Township pays the premiums for vision coverage. It is explicitly acknowledged that if the Township changes medical insurance providers, the employees will be required to contribute to the premiums as required by law.

SECTION 2: Coverage for new employees will begin 60 days from the 1<sup>st</sup> day of employment or meeting the eligibility requirements.

**ARTICLE TWENTY-FOUR**  
**SHORT AND LONG-TERM DISABILITY PLANS**

SECTION 1: The township shall provide short-term and long-term disability benefits to all Local 68 members. Dependents are not eligible for this coverage.

SECTION 2: Disability benefits are effective the 1<sup>st</sup> of the month following 60 days of employment or meeting the eligibility requirements.

SECTION 3: Employees shall pay one-half of one percent of the premium cost through payroll deductions.

SECTION 4: Please see benefits plan booklet in effect at the time of the disability for details.

SECTION 5: While on an approved leave of absence, disability benefit coverage may be continued. To ensure uninterrupted group coverage, employees should see the Personnel Office as early as possible for complete details. Employees are required to pay premiums while on leave.

SECTION 6: There may be additional optional Disability Plans, including Cancer Illness Plans which are paid at the employee's expense. Please see Personnel Office for details.

**ARTICLE TWENTY-FIVE**  
**PENSION PLAN**

SECTION 1. The employer shall, with statutory contributions, administer pension and retirement benefits to members covered by this Agreement under the Public Employees Retirement System or Defined Contribution Retirement Program, pursuant to provisions of the Statutes and Laws of the State of New Jersey.

**ARTICLE TWENTY-SIX**  
**RESERVED**

**ARTICLE TWENTY-SEVEN**  
**RESERVED**

**ARTICLE TWENTY-EIGHT**  
**SAVINGS CLAUSE**

SECTION 1. It is understood and agreed that if any provisions of this Agreement or the application of the Agreement, any person or circumstance shall be held invalid, the remainder of

this Agreement or the application of such provisions to other persons or circumstances shall not be effected thereby.

SECTION 2. If any provisions of the Agreement are invalid the employer and LOCAL 68 members will meet for the purpose of negotiating changes made necessary by applicable law.

## **ARTICLE TWENTY-NINE PERSONNEL FILE**

SECTION 1. The official personnel file for each employee shall be maintained by the Personnel Office. Personnel files are confidential records that must be secured in a locked cabinet and will only be available to authorized managerial and supervisory personnel on a need-to-know basis. Records relating to any medical condition will be maintained in a separate file. Electronic personnel and medical records must be protected from unauthorized access.

SECTION 2: Upon request, employees may inspect their own personnel files at a mutually agreeable time on the Township premises in the presence of the Personnel Office or a designated supervisor. The employee will be entitled to see any records used to determine his or her qualification for employment, promotion or wage increases and any records used for disciplinary purposes. Employees may not remove any papers from the file. Employees will be allowed to have a copy of any document relating to their employment. Employees may add to the file their versions of any disputed item.

SECTION 3: Personnel files do not contain confidential employee medical information. Any such information that the Township may obtain will be maintained in separate files and treated at all times as confidential information. Any such medical information may be disclosed under very limited circumstances in accordance with any applicable legal requirements. Upon request, employees may inspect their own medical files at a mutually agreeable time on the Township premises in the presence of the Personnel Office or a designated supervisor. Employees will be allowed to have a copy of any document relating to their employment.

## **ARTICLE THIRTY FULLY BARGAINED AGREEMENT**

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 knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement shall not be

modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### **ARTICLE THIRTY-ONE BILL OF RIGHTS**

To ensure that the individual rights of members in the bargaining unit are not violated the following shall represent the Local 68 Bill of Rights:

SECTION 1. Any member shall be entitled to Local 68 representation at each stage of disciplinary hearings.

SECTION 2. It is agreed by both parties that if an employee is called in for an investigatory interview, the employee shall have the right to have one Union representative present, provided the employee so requests.

### **ARTICLE THIRTY-TWO OUTSIDE EMPLOYMENT**

SECTION 1. Unit Members are permitted to seek jobs outside of the Township of Jackson employment if:

1. They maintain the Township of Jackson as the primary employer.
2. Such employment does not impede the performance of their duties or conflict with their position with the Township of Jackson.
3. Obtain prior approval by the Business Administrator. The Business Administrator shall provide its answer no less than 10 business days from the request.

### **ARTICLE THIRTY-THREE MILEAGE ALLOWANCE**

SECTION 1. Members who are requested to use their personal vehicle by the Business Administrator in the course of their employment or have received prior approval from the Business Administrator to use their personal vehicle for Township business will be reimbursed in accordance with the standard mileage rate for business purposes as periodically determined by



the Internal Revenue Service (IRS).

## ARTICLE THIRTY-FOUR GRIEVANCE PROCEDURE

SECTION 1. A grievance within the meaning of this Agreement shall be a controversy or dispute arising between the parties hereto involving the interpretation of any provision of this Agreement.

### SECTION 2. (Verbal Grievance)

- (a) Whenever any member has a grievance, he/she and the Local 68 representative shall first present it verbally to the employees' immediate supervisor, if the Employee is a Department Head, the Employee must present its grievance to the Business Administrator, within 15 working days of the occurrence. It is the responsibility of the superior/Business Administrator to arrange a mutually satisfactory settlement of the grievance within five (5) working days of the time when it was first presented to them.
- (b) When any member is informed by his superior that the superior is unable, within the discretion permitted, to arrange a mutually satisfactory solution to the grievance, it may then be submitted in writing in accordance with Section 3 herein within 10 working days of the notification by the superior.

### SECTION 3.

- (a) If any member's complaint is not satisfactorily settled by his or her superior in accordance with Section 2, the member shall prepare the grievance in writing (typed), in duplicate. The grievance should be stated as completely and as clearly as possible in order to permit prompt handling. One (1) copy of the grievance shall be immediately submitted to the Business Administrator within 10 days of the verbal denial.
- (b) The other copy of the grievance shall be presented by the member and the Local 68 representative to their immediate superior to whom the grievance was made verbally. The superior will report the facts and events which led up to its presentation, in writing (typed), including their report of any verbal answer they may have previously given to the member and the Local 68 representative concerning the grievance. Within five (5) working days after receipt of the written grievance, the superior must present it, with the information required from them to the Business Administrator. This provision is waived if the member's immediate supervisor is the Business Administrator.
- (c) The Business Administrator, Local 68 representative and the member will attempt to find a mutually satisfactory solution to the grievance within five (5) working days. Failing a solution, Administrator will then consider and formally act on the complaint within ten (10) working days.
- (d) If the Union is not satisfied with the formal action of the Business Administrator, the Union must request that the complaint accompanied by a written report on the matter by the Administrator, be forwarded to the Mayor. The Mayor will then consider and

formally act on the complaint within fourteen (14) working days.

- (e) Since it is intended that most, if not all grievances, can and should be settled without the necessity of references to the Mayor, no grievance will be heard or considered by the Mayor which has not first passed through the above described steps.
- (f) The Employer agrees that where a grievance arises involving the interpretation or application of any provisions of the Agreement, and the Mayor and the members are unable to reach a mutually satisfactory settlement within ten (10) working days, the said grievance may be submitted to arbitration to the Public Employment Relations Commission within twenty (20) working days after final decision of the Mayor. Said arbitration shall be governed by the rules and regulations of the Public Employment Relations Commission.
- (g) Any award by the arbitrator shall be binding to the parties. The arbitrator's fee, and expenses shall be borne equally by each party. Any other expenses, including, but not limited to, the cost of a transcript and the presentation of witnesses shall be borne by the party incurring the same.
- (i) It is expressly agreed between the parties hereto that the aforesaid grievance procedure and arbitration procedure shall not be applicable to minor discipline as defined by Civil Service Law and Rules.
- (j) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limit specified, the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for a decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the Township and Local 68 from mutually agreeing, in writing, to extend or reduce the time limits for processing a grievance at any step in the grievance procedure.
- (k) The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and Law of the State of New Jersey, and shall be restricted to the application of the facts presented to him involved in the grievance.

## **ARTICLE THIRTY-FIVE DISCHARGE AND SUSPENSION**

SECTION 1. Member discipline shall be governed by Civil Service Law and Rules.

SECTION 2. If any member is suspended for thirty (30) days or less, he/she shall not lose, during such period of suspension, any medical benefits as provided for in this contract to which

he/she would be entitled if on active duty. The employee remains responsible for the employee's share of the medical premium payments while suspended. In the event of suspension of thirty-one (31) days or more, it shall be the employee's option to continue coverage with the understanding that it shall be the sole responsibility of the employee to pay for said coverage premiums during said suspension.

SECTION 3. No member shall accrue time during any period of suspension. If the suspension is appealed and the employee is reinstated, it is agreed that leave shall have accrued only for the period of reinstatement.

### ARTICLE THIRTY-SIX DURATION OF AGREEMENT

SECTION 1. This Agreement shall be in effect for three (3) years, from January 1, 2020, to and including December 31, 2022, which benefits shall be retroactive to January 1, 2020.

SECTION 2. In the event that no new Agreement is reached prior to the termination of this Agreement, then this Agreement shall remain in full force and effect until a new Agreement is executed.

SECTION 3. It is agreed by the parties hereto that negotiations shall begin no later than ninety (90) calendar days prior to the expiration date of this Agreement.

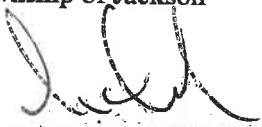
### ARTICLE THIRTY-SEVEN COMPLETENESS OF AGREEMENT

This Agreement constitutes the entire collective negotiation Agreement between the parties, and contains all benefits to which members covered by this Agreement are entitled.

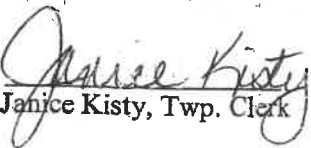
In, witness thereof, the parties hereto have hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2020.

Township of Jackson


By:

  
Michael Reina, Mayor


Attest:


  
Janice Kisty, Twp. Clerk

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 68-68A-68B, AFL-CIO

  
THOMAS P. GIBLIN  
Business Manager

  
EDWARD P. BOYLAN  
President

  
RAYMOND SIMIONE  
Recording Secretary

  
KEVIN M. GIBLIN  
Business Representative

RESOLUTION OF THE TOWNSHIP OF JACKSON  
JACKSON, NEW JERSEY

RESOLUTION NUMBER: 395R-20

DATE OF ADOPTION 12-15-2020

TITLE: RATIFYING THE MEMORANDUM OF AGREEMENT AND AUTHORIZING EXECUTION OF A COLLECTIVE NEGOTIATIONS AGREEMENT WITH IUOE LOCAL 68

Council Member: Flemming presents the following resolution.  
Seconded by: Bressi

Page 1 of 1

**WHEREAS**, representatives of the Township of Jackson and IUOE Local 68 met and negotiated terms and conditions of employment for certain employees of the Township of Jackson; and

**WHEREAS**, the parties have come to an agreement with regard to the terms and conditions of the collective negotiations agreement as set forth in a Memorandum of Agreement attached hereto as Schedule A; and

**WHEREAS**, the governing body wishes to ratify the Memorandum of Agreement with IUOE Local 68 and authorize the execution of a collective negotiations agreement with regard to said terms and conditions of employment for the period of time between January 1, 2020 and December 31, 2022.

**NOW, THEREFORE, BE IT RESOLVED**, that the Township Council of the Township of Jackson, County of Ocean, State of New Jersey as follows:

1. That the governing body does hereby ratify the memorandum of agreement with IUOE Local 68 attached hereto as Schedule A.
2. That the governing body does hereby authorize the Mayor to execute and the Township Clerk to attest to, respectively, a collective negotiations agreement between the Township and IUOE Local 68 with regard to said terms and conditions of employment set forth in the Memorandum of Agreement for the period of time between January 1, 2020 and December 31, 2022 in the form acceptable to the Township's Labor Counsel.
3. That this resolution shall take effect immediately.
4. That a copy of this resolution shall be forwarded to IUOE Local 68, the Township Administrator, Chief Financial Officer and Township Labor Counsel.

*Janice Kisty*  
JANICE KISTY, R.M.C.  
TOWNSHIP CLERK

DATED: 12-15-2020

RECORD OF VOTE				COUNCIL VICE PRES	COUNCIL PRESIDENT
TOWNSHIP COUNCIL	Kenneth Bressi	Stephen Chisholm Jr	Martin Flemming	Andrew Kern	Alex Sauickie
YES	✓	✓	✓	✓	✓
NO					
ABSTAIN					
ABSENT					

*Janice Kisty* / X I, Janice Kisty, Municipal Clerk of the Township of Jackson in the County of Ocean, hereby certify that the above is a true copy of a Resolution adopted by the Township Council on the 15th day of December 2020.

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