

**AGREEMENT**

**Between**

**TOWNSHIP OF JEFFERSON**

**and**

**IAIW LOCAL 1**

**BLUE COLLAR UNIT**

**January 1, 2006 through December 31, 2008**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
	Preamble.....	4
1.	Recognition.....	4
2.	Township Rights and Responsibilities.....	4
3.	Dues Check Off.....	5
4.	Seniority and Layoff.....	8
5.	Job Vacancies, New Jobs Created.....	9
6.	Discipline and Discharge.....	10
7.	Transfer of Employees.....	10
8.	Agreement not to Strike or Lobby/No Lockout.....	11
9.	Non-Discrimination.....	11
10.	Shop Steward.....	12
11.	Bulletin Boards.....	12
12.	Access to Personnel Folders and Evaluations.....	12
13.	Grievance and Arbitration Procedure.....	13
14.	Hours of Work and Overtime.....	14
15.	Holidays.....	17
16.	Vacations.....	18
17.	Sick Leave.....	19

18.	Other Leaves.....	21
19.	Uniforms.....	22
20.	Health Insurance.....	22
21.	Salary and Wages.....	25
22.	Longevity.....	25
23.	Temporary Disability Insurance.....	26
24.	Pensions.....	26
25.	Separability and Savings Clause.....	26
26.	Full Bargained Provisions.....	26
27.	Term and Renewal.....	28

This Agreement is entered into this 13<sup>th</sup> day of June, 2007, between the TOWNSHIP of Jefferson, hereafter referred to as the "TOWNSHIP" or 'TOWNSHIP', and IAIW Local 1, Blue Collar Employees, with its principal place of business located at 2435 Highway 34 #105, Manasquan, NJ 08736, hereafter referred to as the 'UNION'. This agreement shall be in effect from January 1, 2006 to and including December 31, 2008.

## **ARTICLE 1** **RECOGNITION**

The TOWNSHIP recognizes the UNION as the sole and exclusive Collective Bargaining Agent with regard to rates of pay, hours of work and other conditions of employment for all blue collar employees employed by Jefferson TOWNSHIP including: truck driver, heavy equipment operator, equipment operator, senior recycling operator, repair/mason, laborer, garage attendant, mechanic helper, recreation maintenance worker, mechanic, senior mechanic, mechanic repairman, sewer repairman, senior sewer/water repairman, senior water repairman, building service worker, and other employees in the Department of Utilities, Recreation Department and Department of Public Works, but excluding; managerial executives, confidential employees, professional employees, policemen and supervisors within the meaning of the New Jersey TOWNSHIP-Employee Relations Act.

Titles herein shall be defined to include the plural as well as the singular, and shall include both male and female employees.

## **ARTICLE 2** **TOWNSHIP RIGHTS AND RESPONSIBILITIES**

**Section 1.** In order to effectively administer the affairs of the TOWNSHIP and to properly serve the public, the TOWNSHIP hereby reserves and retains unto itself, as public TOWNSHIP, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by law or otherwise prior to the signing of this Agreement. Without limitation of the foregoing, the TOWNSHIP'S prerogatives include but are not limited to the following rights:

- A. To manage and administer the affairs and operation of the TOWNSHIP;
- B. To direct the TOWNSHIP'S working forces and operations;
- C. To hire, promote and assign employees;
- D. To demote, suspend, discharge or otherwise discipline employees;
- E. To maintain the efficiency of the TOWNSHIP'S operations

- F. To determine the methods, means, job classifications and personnel by which such operations are to be conducted;
- G. To relieve employees from duties because of lack of work or other legitimate reasons;
- H. To determine reasonable schedules of work and establish methods and processes by which such work is to be performed;
- I. To take whatever actions may be necessary to carry out the responsibilities of the TOWNSHIP;
- J. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and
- K. To promulgate rules and regulations from time to time, which may effect the orderly and efficient administration of municipal government.

**Section 2.** With respect to Section 1 above, the TOWNSHIP'S use and enjoyment of its power, rights, authorities, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion in connection therewith, shall be limited only by the terms of this Agreement and to the extent that the same conform to the laws of New Jersey and the United States.

**Section 3.** Nothing contained in this Agreement shall operate to deny or restrict the TOWNSHIP in the exercise of its rights, responsibilities and authority pursuant to the laws of this State or the United States.

### **ARTICLE 3** **DUES CHECK OFF**

**Section 1.** The TOWNSHIP, after receipt of written authorization from each individual employee, shall deduct the initiation fees and dues from each UNION member's pay check due to him/her on the first and second payday of each month, and shall transmit them, in alphabetical order, at the end of each month, to the UNION. Any member who does not receive a paycheck on the first payday of the month will have dues deducted from the first paycheck received that month. If no dues are deducted for the current month, a double deduction will be made the following month in order to bring the member up-to-date. Dues not already deducted for the current month must be deducted from the last paycheck of a UNION member when he/she leaves the employ of the TOWNSHIP, or is discharged. The TOWNSHIP agrees to forward the full name, address, and Social Security Number of any employee for whom initiation fee and dues are deducted.

The TOWNSHIP agrees to notify the UNION monthly, when members are discharged, granted leaves of absence, absent due to illness or injury, or leave the employ of the TOWNSHIP for any reason whatsoever.

**Section 2.** In making the deductions and transmittals as above specified, the TOWNSHIP shall rely upon the most recent communication from the UNION as to the amount of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the UNION within fifteen (15) calendar days after such deduction is made.

- A. The UNION shall indemnify and hold the TOWNSHIP harmless against any and all claims, demands, suit or other forms of liability that shall arise out of or by reason of action taken by the TOWNSHIP in reliance upon the salary deduction authorized forms submitted by the UNION to the TOWNSHIP.

**Section 3.** The TOWNSHIP agrees to forward the full name and address for all new employees who become eligible for membership. The TOWNSHIP further agrees to notify the UNION in the event dues for an employee cannot be deducted from the designated salary and the reason therefore.

#### **Section 4. Representation Fee**

A. If an employee does not become a member of the UNION during any membership year (from January 1 through December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a Representation Fee to the UNION for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the UNION as majority representative.

B.1. Prior to the beginning of each membership year, the UNION will notify the TOWNSHIP in writing of the amount of the regular membership dues, initiation fees and assessment charged by the UNION to its own members for that membership year. The Representation Fee to be paid by non-members will be equal to 85% of that amount.

B.2. In order to adequately offset the per capital cost of services rendered by the UNION as majority representative, the Representative Fee should be equal in amount to the regular membership dues, initiation fees and assessment charged by the UNION to its own members, and the Representation Fee has been set at 85% of the total fee the maximum percentage presently allowed by law. If the

law is changed in this regard, the amount of representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the UNION membership year immediately following the effective date of the change.

C.1. Once during each membership year covered in whole or in part by this Agreement, the UNION will submit to the TOWNSHIP a list of those employees who have not become members of the UNION for the then current membership year. The TOWNSHIP will deduct from the salaries of such employees, in accordance with section C.2. Below, the full amount of the Representation Fee and promptly will transmit the amount so deducted to the UNION.

C.2. The TOWNSHIP will deduct the Representation Fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. Ten (10) days after receipt of the aforesaid list by the TOWNSHIP; or
- b. Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the TOWNSHIP in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, which ever is later.

C.3. If an employee who is required by pay a Representation Fee terminates his or her employment with the TOWNSHIP before the UNION has received the full amount of the Representation Fee to which it is entitled under this Article, the TOWNSHIP will deduct the unpaid portion of the fee from the last pay check paid to said employee during the membership year in question.

C.4. Except as otherwise provided in this Article, the mechanics for the deduction of Representation Fees and the transmission of such fees to the UNION will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the UNION.

C.5. The UNION will notify the TOWNSHIP in writing of any changes in the list provided for in paragraph 1 above and or the amount of the Representation Fee, and such changes will be reflected in any deductions made more than ten (10) days after the TOWNSHIP received said notice.

C.6. On or about the last day of each month the Agreement becomes effective, the TOWNSHIP will submit to the UNION a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

C.7. The UNION shall establish and maintain at all times a demand and return system as provided by *N.J.S.A. 34:13A-5.5* and related provisions and membership in IAIW Local 1 shall be available to all employees in the unit on an equal basis at all times. In the event IAIW Local 1 fails to maintain such a system, or if membership is not so available, the TOWNSHIP shall immediately cease making said deductions.

## **ARTICLE 4**

### **SENIORITY AND LAYOFF**

**Section 1.** The TOWNSHIP shall establish and maintain a seniority list of employees, names, and dates of employment from the date of last hire on a Department basis, with the employee with the longest length of continuous service to be placed at the top of said seniority list. The name of all employees with shorter lengths of service shall follow the name of such senior employees, in order, until the name of the employee with the shortest length of service appears at the foot of the list. The seniority of each employee shall date from the employee's date of hire with the TOWNSHIP.

**Section 2.** All employees of the TOWNSHIP shall be put on the "Seniority List". Such list shall be maintained with additions and subtractions from month to month as required.

**Section 3.** In the event of a layoff, due regard shall be had for the qualifications of the employees. Seniority shall prevail in that the last employee hired shall be the first to be laid off, provided that the more senior employee is qualified to perform the remaining work as determined by the TOWNSHIP. Recall shall be as per New Jersey Department of Personnel rules and regulations.

**Section 4.** For all seniority and length of service for step increases will be calculated as of January 1<sup>st</sup>. Employees hired or promoted prior to July 1<sup>st</sup> of any year will receive credit to the previous January 1<sup>st</sup>. Those hired July 1 or later in any year, are deemed hired the subsequent January 1<sup>st</sup>.



**ARTICLE 5**  
**JOB VACANCIES, NEW JOBS CREATED**

**Section 1.** The Administrator's office shall post openings for non-supervisory classifications in the negotiating unit on employee bulletin boards for at least five (5) work days to afford interested employees an opportunity to apply. Notice shall contain a job description, qualifications requirements, department where opening exists, and rate of pay.

**Section 2.** To provide advancement opportunities, the Administrator's office shall post on employee bulletin boards any and all new positions or vacancies available in the TOWNSHIP regardless of whether or not they have been announced in the New Jersey Department of Personnel Bulletin. In seeking inter-departmental transfers, whether promotional or lateral, employees shall not be discriminated against due to their status as TOWNSHIP employees.

**Section 3.** Employees interested in an opening, in order to be eligible, must sign the notice. Preference will be granted on the basis of departmental seniority provided the applicant has the necessary skills and ability to perform the work required. However, all other department employees and employees in other departments are eligible to bid. The TOWNSHIP shall determine which, if any, of the applicants meet the qualifications. The senior of those determined to be qualified shall be deemed the successful bidder. If an employee is dissatisfied with the determination of the TOWNSHIP, said employee may institute a meeting with the Supervisor of the respective department involved within five (5) calendar days after the notification of the selection is made; however, the decision of the Supervisor of the respective department involved may be made a subject for the grievance procedure.

**Section 4.** If a bidder is a successful applicant, said employee will be notified by a notice placed on the bulletin board within five (5) working days after the expiration of the five (5) working days required under Section 3 above.

**Section 5.** Any employee so selected to fill such job shall be granted a trial period of thirty (30) days. If it shall be determined by the TOWNSHIP at or prior to the completion of the thirty (30) days of the trial period that the promoted employee is not qualified to discharge the duties of the position to which said employee was promoted, the employee shall resume the former position held or a position equivalent thereto. The employee shall receive the rate for the job as of the day that person begins the trial period. If removed from the position during or at the end of the trial period, the employee shall receive the rate of the position to which

said employee is assigned. Nothing set forth in this section is intended to conflict with the provisions of *N.J.A.C.4A:4-5.1 et seq.*

**Section 6.** The TOWNSHIP shall establish the hourly rate for any new or materially changed job title and shall notify the UNION in writing. If the UNION files a written protest, the UNION and the TOWNSHIP shall jointly study the new or changed job title and its relationship to the other job titles in the TOWNSHIP'S system on the basis of factors and procedures customarily used in job evaluation programs.

## **ARTICLE 6** **DISCIPLINE AND DISCHARGE**

**Section 1.** The TOWNSHIP shall not discharge or suspend any employee without just cause. In all cases involving the discharge or suspension of an employee, the TOWNSHIP must immediately notify the employee in writing of his/her discharge or suspension. Such written notice shall also be given to the Shop Steward, and a copy mailed to the LOCAL UNION office, within one (1) working day from the time of the discharge or suspension.

**Section 2.** Minor discipline of five (5) days or less may be challenged through the grievance procedure outlined in Article 13. Major discipline over five (5) days and up to and including termination maybe appealed through the New Jersey Department of Personnel.

## **ARTICLE 7** **TRANSFER OF EMPLOYEES**

**Section 1.** In the event an employee is temporarily transferred for the convenience of the TOWNSHIP to a higher paid job classification the employee shall receive the higher paid job classification rate for all time worked in said higher paid job. For purposes of this section "temporarily" is defined as a time period greater than one (1) day.

**Section 2.** In the event an employee is temporarily transferred for the convenience of the TOWNSHIP to perform work in a lower paid job classification the employee shall continue to receive the rate of pay for his/her regular job classification.

**Section 3.** An employee will not be transferred to a position which will displace another UNION worker performing a job.

**ARTICLE 8**  
**AGREEMENT NOT TO STRIKE OR LOBBY/NO LOCKOUT**

**Section 1.** The UNION agrees that, during the term of this Agreement, neither it nor its officers, employees or members or other persons covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism, or any similar actions, which would involve suspension or interference with, or disruption of, the normal activities of the TOWNSHIP. Any employee participating in these prohibited activities may be disciplined by the TOWNSHIP.

**Section 2.** The UNION agrees that during the term of this Agreement, it will refrain from lobbying before the TOWNSHIP COUNCIL provided however, that it is recognized and agreed that TOWNSHIP employees acting individually may present matters unrelated to their employment with the TOWNSHIP to the TOWNSHIP COUNCIL for consideration on an individual basis as their needs as TOWNSHIP residents require.

**Section 3.** The TOWNSHIP agrees that there shall be no lockout during the continuance of this Agreement.

**ARTICLE 9**  
**NON-DISCRIMINATION**

**Section 1.** There shall be no discrimination by the TOWNSHIP or the UNION against any employee on account of race, color, creed, age, sex, national origin, or political affiliation, or other protected status as defined by state and federal law.

**Section 2.** There shall be no discrimination, interference, or restraint or coercion by the TOWNSHIP or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the UNION, or because of any lawful activities by such employees on behalf of the UNION. The UNION, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement, who are not members of the LOCAL UNION.

**Section 3.** Any and all claims regarding equal employment opportunity provided for under this Agreement or under any federal, state or local fair employment practice law shall be addressed by an individual employee or the UNION under the grievance and arbitration provisions set forth in Article 11 of this Agreement.

## **ARTICLE 10** **SHOP STEWARD**

**Section 1.** The UNION may appoint their accredited members who are employees of the TOWNSHIP, to act as Shop Steward. It shall be his/her duty to receive complaints and dispose of them in the manner provided under the Grievance and Arbitration Procedure. It is the intention of the parties hereto that the Shop Steward will, to the best of his/her ability, attempt to carry out the terms, provisions and intention of this Agreement and to that end, will cooperate with the TOWNSHIP to the fullest extent. It is understood and agreed, however, that the Shop Steward shall have no authority of any kind, save that given under this Agreement.

The Shop Steward will be granted up to one (1) day per year to attend UNION business.

## **ARTICLE 11** **BULLETIN BOARDS**

**Section 1.** The TOWNSHIP will provide a bulletin board for the use of the UNION in posting notices of UNION meetings, elections, recreational and social events. Nothing shall be posted on said board which is disparaging to the TOWNSHIP. The UNION shall furnish the TOWNSHIP with copies of all items posted before same are posted.

**Section 2.** No employee shall have the right to post any notice on the bulletin board.

## **ARTICLE 12** **ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS**

**Section 1.** An employee shall, within three (3) working days of a written request to the Personnel Department during the term of this Agreement, have an opportunity to review his/her personnel file, in the presence of an appropriate official of the Personnel Department, to examine any criticism, commendation or evaluation of his/her work performance of conduct prepared by the TOWNSHIP. He/she shall be allowed to place in such file a response of reasonable length to anything contained therein.

**Section 2.** Each regular written evaluation of work performance shall be reviewed with the employee and evidence of this review shall be the required signature of

the employee on the evaluation form. Such signature shall not be construed to mean agreement with the content of the evaluation.

**Section 3.** Management and Supervisory personnel shall not use the prospect of issuing a poor evaluation to intimidate an employee during the course of his/her daily job performance. This paragraph shall not be construed to mean that a manager or supervisor cannot complete a poor evaluation for an employee whose performance is found less than satisfactory. *In the event an unsatisfactory evaluation causes an employee to be denied a salary guide step increase, the evaluation can be grieved in compliance with Article 13 of this Agreement.*

## **ARTICLE 13**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 1.** If, during the term of this Agreement, a grievance, dispute or controversy should arise between the TOWNSHIP and the UNION, or any of the employees covered by this Agreement, as to the meaning or application of the provisions of this Agreement, there shall be no suspension of work, but an earnest effort shall be made to settle such differences immediately. To that end, all grievances, disputes or controversies must be presented within five (5) days after they arise, or they shall be deemed to have been waived. In order to carry out the intent of the foregoing, any differences that arise shall be settled in the order and manner as hereinafter set forth:

**Section 2.** Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.

**Step 1.** Within five (5) days of the time a grievance arises or within five (5) days of the date when the grievant shall know of its occurrence, the employee either directly or accompanied by a Shop Steward will present the grievance in writing to the Department Head. Within five (5) working days after presentation of the grievance, the Department Head will render a written decision to the employee and the Shop Steward.

**Step 2.** Within five (5) days of when the written answer from the Department Head is received, the employee shall provide a submission, outlining the employee's exceptions to the Department Head's decision. The Department Head will arrange a meeting with the employee and the UNION Shop Steward not

later than five (5) working days towards the end of attempting to resolve the grievance. The Department Head shall give a written answer to the employee and Shop Steward not later than five (5) working days.

**Step 3.** Within five (5) days of the written answer, if the grievance is not resolved, it shall be filed with the Township Administrator, noting all exceptions to previous decisions. The Town Administrator will arrange a meeting at a mutually agreeable time and place not later than ten (10) working days after receipt of the written grievance.

The aggrieved party, the Shop Steward, and the UNION'S Business Representative shall be entitled to be present at the meeting. The Township Administrator shall give a written answer to the grievant and the UNION within five (5) working days after the meeting.

A group grievance, one that may affect a group of employees, may be presented by the UNION at STEP 1. Any grievance not processed to the STEP in the Grievance Procedure within the time limits provided for such proceeding shall be deemed to have been waived and abandoned by the moving party. If a group grievance is filed by the UNION, the grievance shall contain the job titles of those unit members for whom the grievance has been filed. If a grievance is filed by two (2) or more bargaining unit members, the grievance shall set forth the names of the unit members alleged to have been aggrieved therein.

#### **Step 4. ARBITRATION**

A. If the grievance is not resolved at Step 3, either party may appeal the grievance to arbitration before an arbitrator selected in accordance with the rules and regulations of the New Jersey State Board of Mediation. The fees and expenses of the arbitrator shall be borne equally by the parties.

B. The award of the arbitrator hereunder shall be final, conclusive and binding upon the TOWNSHIP, the UNION and the employee(s) involved.

C. The arbitrator shall not have the power or authority to add to, change or modify any of the provisions of this Agreement.

### **ARTICLE 14** **HOURS OF WORK AND OVERTIME**

**Section 1.** The Regular workweek shall consist of forty (40) hours. All unit members employed by the TOWNSHIP, as of the signing date of this Agreement

shall have their work week in existence grandfathered. The regular workweek for all employees hired after the signing date of this Agreement shall be negotiated on an individual basis with the UNION. The TOWNSHIP reserves the right to assign work schedules for newly hired employees.

**Section 2.** The regular work day shall consist of eight (8) hour per day, beginning at 7:00 am and ending at 3:30 pm, exclusive of a one half (1/2) hour lunch period and one (1) fifteen (15) minute coffee break each morning, said coffee break to be scheduled by the job foreman. On payday each employee shall be entitled to forty five (45) minutes for lunch. The lunch break shall be scheduled by the foreman on each job site. Each employee will be allowed fifteen (15) minutes clean up time at the end of each work day.

**Section 3.** All work performed in excess of eight (8) hours in any day shall be paid at the rate of one and one half (1½) times the employees regular rate of pay.

**Section 4.** All work performed in excess of forty (40) hours per week shall be paid at the rate of one and one half (1½) times the employees regular rate of pay. With respect to the forty (40) hour provision above, time taken from work for sick leave, personal days, or vacations, is included within the forty (40) hour base period.

**Section 5.** An employee who works his/her regular shift and then is required to continue working shall be entitled to a one half (½) hour lunch period with no loss of pay, plus meal allowance. Every seven (7) hours thereafter, he/she shall be entitled to another one half (½) hour lunch period, plus the meal allowance spelled out below.

**Section 6. Meal Allowance** Employees shall receive eleven dollars (\$11.00) for each meal spelled out in Section 5 above. This money will be a stipend through payroll.

**Section 7.** Any employee required to work on a holiday shall be paid at two (2) times the employee's regular rate of pay for all hours worked on a holiday which shall be in addition to the holiday pay. If the holiday is on a Sunday, and the employee is called into work, he/she will receive two (2) times hourly rate. If called in on Monday, the employee will receive regular pay, plus one and a half (1½) times their hourly rate.

**Section 8.** Overtime shall be rotated to insure that both senior, middle range, and new employees share equally in available overtime hours. The Supervisor shall maintain a list of employees by department in seniority order. Initial distribution

of available overtime hours shall begin with the most senior personnel and shall be rotated down the list for all subsequent assignments. The Supervisor shall also maintain a log of his/her overtime assignments including the employees he/she has requested to work overtime and their refusal of same, if that is the case. The intent of rotation of overtime assignments is to insure that all employees, regardless of seniority, have ample opportunity to benefit from available overtime income. The Department Head and foreman reserve the right to determine if a call-out emergency requires a specialty and may go outside the rotating overtime procedure in order to address emergencies.

**Section 9.** Overtime for employees of the Municipal Utilities Authority will be mandatory. Overtime is not guaranteed.

**Section 10. ON CALL TIME** Employees assigned to remain on call at home, by either the Department Head or the general foreman, shall receive seventy five (\$75.00) dollars per day compensation for being on stand-by and shall not have the “On Call” time included within the forty (40) hour base period for the purpose of entitlement to overtime or otherwise have such time be considered as actual hours worked. This section will be effective as of the signing date of this Agreement and will not be retroactive.

The employee shall have the right to notify the TOWNSHIP prior to a vacation day of his/her desire not to be on call when on a vacation day.

Should the employee be called in to stand by at the Public Works garage, he/she shall be clocked in and clocked out and shall be compensated at the overtime rate for each hour he/she was on said stand-by. He/she shall be guaranteed a minimum of two (2) hours work and during this time, he/she can be assigned at the discretion of the Department Head within their job classification. For the purpose of this section, “on call time” shall not include time spent while standing by at the Public Works garage.

**Section 11. CALL BACK/CALL OUT/CALL IN PAY**

a. Any employee who is requested to return to work after completing the regular shift and has left his/her place of work shall be guaranteed a minimum of three (3) hours work at one and one half (1½) the employee’s regular rate of pay, per incident, provided such hours do not overlap into the employee’s regular working hours.

The employee shall have the right to notify the TOWNSHIP prior to a vacation day of his/her desire not to be on call when on a vacation day.



b. When an employee is required to work more than seven (7) hours past the normal work day, the employee shall be entitled to a one half (½) hour dinner period at no loss of pay.

c. When employees are called out for snow or ice removal, one (1) mechanic shall also be called out at the sole discretion of the Division/Department Head or Forman.

d. In no event shall the number of hours required exceed the maximum allowed under the Code of Federal Regulations for those employees who are required to hold and use a Commercial Driver's License.

## **ARTICLE 15** **HOLIDAYS**

**Section 1.** Employees shall be granted holidays with pay for eight (8) hours at their regular hourly rate, although no work is performed as designated below:

### **YEARS 2006 & 2007**

1. New Year's Eve
2. New Year's Day
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Eve
11. Christmas Day
12. Employee's Birthday
13. Veterans Day
14. Election Day

### **YEAR 2008**

1. New Year's Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Day
11. Day after Christmas
12. Employee's Birthday
13. Two floating holidays

**Section 3.** Should any of the holidays designated above fall on a Sunday, the following Monday shall be an official holiday. Should any of the holidays designated above fall on a Saturday, the Friday immediately preceding the Saturday shall be an official holiday. Said official holidays shall be with pay.

**Section 4.** To be eligible for a paid holiday, an employee must have worked the last scheduled day before and the first scheduled day after a holiday, unless he/she

was on an authorized leave because of bereavement, vacation, or sick day. If all sick time has been used, proof must be established of this fact.

**Section 5.** If an employee is required to work on any of the above holidays the employee will receive two (2) times their regular rate of pay for all hours worked on that day plus eight (8) hours holiday pay. If an employee works on Easter Sunday he/she will receive two (2) times their regular rate of pay for all hours worked on that day. *If an employee is working on overtime the day before a holiday and works past midnight (12:01 am), these rates will commence at the time and continue until the employee leaves work to go home. If an employee gets called on a holiday for overtime, these rates will apply until the employee is relieved to go home even if that is the next day.*

## **ARTICLE 16** **VACATIONS**

**Section 1.** Employees shall be granted vacation leave based upon length of service, pursuant to the following schedule:

### **LENGTH OF SERVICE**

### **VACATION**

First (1 <sup>st</sup> ) year of employment	One (1) day per month from date of hire to December 31 <sup>st</sup> .
Second (2 <sup>nd</sup> ) year of service through five (5) years of service	Fourteen (14) days per year.
Sixth (6 <sup>th</sup> ) year of service through ten (10) years of service	Seventeen (17) days per year.
Eleventh (11 <sup>th</sup> ) year of service through fifteen (15) years of service	Twenty (20) days per year.
Sixteenth (16 <sup>th</sup> ) year of service through twenty (20) years of service	Twenty Three (23) days per year.
Twenty first (21 <sup>st</sup> ) year of service through twenty five (25) years service	Twenty Six (26) days per year.

After the 25<sup>th</sup> year of service, one (1) day of vacation will be added each year, with the maximum not to exceed thirty (30) days.

**Section 2.** In accordance with the above schedule, each employee shall receive pay at the straight time rate for regularly schedule hours in advance for each calendar day of vacation that such employee shall be entitled to. Vacations shall be scheduled by the TOWNSHIP in keeping with considerations related to seniority, workload and good staffing practices to insure efficient operation of their offices.

**Section 3.** An employee may request approval to carry over to the year immediately succeeding not more than the vacation time which was accrued that year. (Example: If you are entitled to fourteen (14) days this year, you can only carry over fourteen (14) days total to the next year, any more days than that will be lost.) Carry over will not be for more than a one (1) year period, pursuant to *N.J.A.C. 4A:6-1.2(e)*. The TOWNSHIP agrees to buy back any unused vacation days at a rate of 100%. The employee shall have the right to notify the TOWNSHIP prior to the vacation day that he does not wish to be called for work on his vacation day.

**Section 4.** Employees shall be entitled to request vacations in one hour increments.

## **ARTICLE 17** **SICK LEAVE**

**Section 1.** “Sick Leave” shall mean the approved absence from post of duty by an employee because of illness, accident or exposure to contagious disease of the employee, or attendance by the employee upon a member of the employee’s immediate family who is seriously ill, requiring the care of attendance of such employee. For the purpose of this Article, “immediately family” is defined in accordance with *N.J.A.C. 4A:1-1.3*.

**Section 2.** Each employee shall be entitled to sick leave credits at the rate of one and one quarter (1¼) days per month from the date of employment to the end of the calendar year of hire. If separation from employment occurs before the end of said year, and the employee has used more sick leave than appropriate on a pro rata basis, he/she shall have an amount equal to his/her daily rate of pay deducted from his/her final pay for each day of sick leave taken in excess of the number to which he/she was entitled.

- A. In the event an employee exhausts their sick leave for the year and is absent (an) additional day(s), any accrued but unused vacation or personal days will be used as an alternative to docking the employee’s pay for this absence.

**Section 3.** Each employee will be credited with fifteen (15) days of sick leave annually for each succeeding calendar year of full time employment, which is cumulative. Accumulated sick leave shall be paid at the rate of one (1) day's pay for every two (2) days of unused accumulated sick leave time up to a maximum of six (6) months pay upon separation from TOWNSHIP service in good standing with a minimum of fifteen (15) years with the TOWNSHIP. In the event an employee terminates or is terminated with less than fifteen (15) years of service, or is terminated not in good standing, there shall be no right to the payment of accumulated sick leave. The TOWNSHIP shall have six (6) months from the date of said separation from service to make such payments. If upon termination from the TOWNSHIP'S service, an employee has used more sick leave than that to which he/she is entitled, he/she shall have deducted from his/her final pay an amount equal to the daily rate of pay for each day of sick leave taken in excess of the number of sick days to which he/she is entitled.

**Section 4.** Each employee is required to notify his/her superior by one half (1/2) hour before starting time on each day of absence. Should the employee be unable to reach his/her superior, then the Township Administrator's office must be notified. It is recognized that there may be instances when it is impractical or impossible to give daily notice, as in the case when an employee is hospitalized or seriously disabled, in which case it shall be sufficient that the employee or member of the employee's family notify the superior or Township Administrator's office giving reason for absence and information as to the degree of illness or disability and the amount of time required for recuperation. Absent such instances, the daily requirements of notice shall be enforced. Failure to give notification as required will result in loss of sick leave for that day and may constitute cause for disciplinary action. Failure to report absences from duty for five (5) consecutive business days may constitute a resignation pursuant to New Jersey Department of Personnel rules and regulations.

**Section 5.** A certificate from a reputable physician in attendance shall be required as proof of the need for leave of absence or the need for the employee's attendance upon a member of the employee's immediately family. In the instance of leave of absence due to contagious disease, a certificate from the Department of Health shall be required.

**Section 6.** Where an employee is absent from duty due to illness for less than five (5) days at one time, the TOWNSHIP may waive the required production of the physician's certificate. However, in the event of absence from duty due to illness for five (5) or more days at one time, the employee shall be required to submit a physician's certificate to his/her superior to justify payment of sick leave. An

accumulation of ten (10) sick days, the days having been taken at various times (except as noted above), may be approved without a physician's certificate. All sick time in excess of ten (10) days must be accounted for with a physician's certificate if the time is to be approved with pay. The TOWNSHIP may, in its discretion, require examination by a physician appointed by it, prior to allowing an employee to return to work. The TOWNSHIP may require visits to the Township nurse to the home of an employee on sick leave.

**Section 7.** Nothing contained in this Article 17 of this Agreement supersedes the employee's rights and responsibilities or the TOWNSHIP'S obligations as set forth in the TOWNSHIP'S Family and Medical Leave Policy.

**Section 8.** Nothing contained in this Article 17 of this Agreement shall preclude participation in the TOWNSHIP'S donated leave program.

## **ARTICLE 18** **OTHER LEAVES**

**Section 1.** Each employee shall be allowed leave with pay if required for jury duty. A written request for such leave shall be given by the employee to his/her supervisor at least two (2) weeks in advance of the next business day following the employee's receipt of the jury duty notice.

**Section 2.** The TOWNSHIP shall provide bereavement leave with pay not to exceed four (4) working days in the case of death of an employee's spouse, child, brother, sister, mother, father, mother-in-law, father-in-law, or stepchild.

The TOWNSHIP shall provide bereavement leave with pay not to exceed one (1) working day in the case of death of relatives of the second degree for attendance at the funeral. Such relatives shall include, but not be limited to, grandparent, sister-in-law or brother-in-law, aunt, uncle, niece and nephew.

**Section 3.** Time off, other than sick leave, vacations, holidays, bereavement or military leave, may be honored when warranted by the TOWNSHIP. For a leave without pay, the employee shall submit a written request to his/her superior at least thirty (30) days in advance stating the reason for the request, and the time required.

This request will be forwarded to the Township Administrator and answered at least two (2) weeks in advance of the requested leave. If the employee's required absence exceeds the normal pay period, the employee shall be required to report to the Treasurer's Office to make suitable arrangements for pension payments, insurance, hospitalization and other matters required during the leave period.

**Section 4.** In cases of emergency such as illness or accident involving members of the employee's immediate family, the Department Head and the Township Administrator may grant permission to the employee to leave the job and attend to such emergency. Any time so used shall be chargeable against sick leave for the day of occurrence on an hour-for-hour basis. Any additional time required shall be treated in accordance with Article 17 – Sick Leave.

## **ARTICLE 19** **UNIFORMS**

**Section 1.** Uniforms, both warm weather and cold weather, foul weather gear, a winter coat, hard hats and/or safety shoes will be supplied. These items are to be replaced with new items when worn or damaged. The TOWNSHIP will provide as follows for cleaning and maintenance of uniforms.

- a. The TOWNSHIP will provide ten (10) uniforms per year.
- b. The TOWNSHIP will pay \$175.00 (one hundred seventy-five dollars) to each employee for the purchase of bi-annual winter gear (“every other year”). The employee must submit a receipt for purchases in order for the TOWNSHIP to pay. **As of January 1, 2008, this money will be paid through payroll, as a stipend, on or about October 1<sup>st</sup>, in even numbered years only.**
- c. The TOWNSHIP will pay \$175.00 (one hundred seventy-five dollars) to each employee per year for the purchase of safety shoes. The employee must submit an original receipt in order for the TOWNSHIP to pay. Boots are to be inspected to insure they are safety compliant.

**Section 2.** An employee shall be permitted to wear his/her own t-shirts as an outer garment, with discretion, except when directed by the foreman or superior to wear uniform shirts, and only when the superior determines it to be a safety hazard for the task being accomplished.

## **ARTICLE 20** **HEALTH INSURANCE**

**Section 1.** Existing hospital and medical insurance benefits shall be continued by the TOWNSHIP during the life of this Agreement. New Jersey State Health Benefits Plan rules apply for normal retirement. The employee must have twelve (12) years service with the TOWNSHIP, and twenty five (25) years total pensionable service.

The 62 years of age/15 years' of service retirement incentive will expire December 31, 2009. Effective January 1, 2010 employees who are 62 years of age, and have fifteen (15) years of service with the TOWNSHIP, will receive requirement health benefits. There will no longer be spouse or dependent retired coverage under the 62/15 incentives. This item is open to renegotiation, should there be a change in existing retiree benefit law.

Employees not eligible to retire (25 yeas of service) as of January 1, 2007, will not receive Medicare reimbursement.

**Section 2.** Group Life Insurance is automatically provided upon enrollment in the Public Employees Retirement System, with coverage as provided by the system.

### **PRESCRIPTION DRUG REIMBURSEMENT PLAN**

**Section 1.** For the years 2006 and 2007, each employee eligible to participate in the Prescription Drug Reimbursement Plan shall be reimbursed for actual expenses incurred by the employee or his/her dependents as defined by the Plan, for prescription drugs up to and including a maximum amount of \$185.00 per year. The TOWNSHIP shall reimburse the employee upon presentation of a receipt showing the following:

1. The name of the employee or dependent, as defined by the Plan, for whom the prescription drug cost was incurred.
2. The prescription number.
3. The amount which the employee spent and the date the cost was incurred.
4. The name and address of the pharmacy from whom the prescription drug was purchased.
5. Employees shall submit bills after accumulating at least fifty dollars (\$50.00) worth. The Finance Department shall reimburse each employee using the municipal purchase order system. The Finance Department shall keep complete account for the TOWNSHIP Council and Auditor verification.

As of January 1, 2008, this plan will be deleted.

**Section 2.** Reimbursement shall only be permitted for expenses which have not been paid for or reimbursed by any other health expense reimbursement plan or health insurance plan under which the employee and or his/her eligible dependents are covered.

## **DENTAL PLAN**

**Section 1.** Dental insurance equivalent to that currently provided and shall be provided to all eligible unit members.

**Section 2.** Each employee will pay \$250.00 per year dental insurance contribution. This contribution will be paid through payroll deductions, as of January 1, 2007.

## **OPTICAL PLAN**

**Section 1.** For the years 2006 and 2007, employees shall be eligible to receive reimbursement for eye examinations and/or prescription eyeglasses in the amount not to exceed that set forth as follows:

2006 - \$275.00 (Two hundred seventy five dollars)

2007 - \$275.00 (Two hundred seventy five dollars)

**Section 2.** Reimbursement shall be made upon submission of receipts or other acceptable proof of payment for expenses incurred by the employee only. The receipt must contain the following information:

1. The name of the employee for whom the examination and/or eyeglasses were prescribed.
2. The amount which the employee spent and the date the cost was incurred.
3. Name and address of the optometrist or other professional from whom the eyeglasses were purchased or where the examination was administered.

As of January 1, 2008 this plan will be deleted.

**Section 3.** Employees shall submit bills after a minimum of fifty dollars (\$50.00) is accrued. The Finance Department shall reimburse each employee using the municipal purchase order system. The Finance Department shall keep complete account for the Township Council and Auditor verification.

**Section 4.** Reimbursement shall only be permitted for optical expenses which have not been paid for or reimbursed by any other health expense reimbursement plan or health insurance plan under which the employee is covered.



**Section 5.** The TOWNSHIP agrees to pursue family eye care at the cost of the employee through payroll deduction.

## **CDL PHYSICALS**

Work related physical examinations for CDL licenses will be performed by the TOWNSHIP health care provider (currently, St. Clair's Corporate Health Services).

## **ARTICLE 21** **SALARY AND WAGES**

**Section 1.** The salary and wages of all Bargaining Unit employees covered by this Agreement shall be paid in accordance with the attached salary guides.

**Section 2.** Notwithstanding the matters set forth in Section 1, the TOWNSHIP reserves the right to set starting salaries and wages for any position, providing, however, the starting salaries are not higher than presently paid to the employees in the unit or the new employee exhibits skills which may benefit the TOWNSHIP. The TOWNSHIP reserves the right to set the pay and reflect past work experience and various skills.

**Section 3.** In the event an employee is transferred from one unit position to another, and such transfer constitutes a promotion pursuant to the prevailing table of organization of the TOWNSHIP, the employee shall receive a minimum salary increase of five (5) percent over the salary then in effect for the position from which the employee is transferred. The foregoing references to the table of organization and promotion are for informational purposes only, it being expressly understood that the nature, scope and formulation of a table of organization, and the determinations of which transfers constitute promotions are non-negotiable, non-grievable, and non-arbitrable subjects over which the TOWNSHIP reserves total discretionary authority and control.

## **ARTICLE 22** **LONGEVITY**

**Section 1.** All full-time bargaining unit employees hired on or before November 1, 1997, shall be entitled to longevity awards after the fourth (4<sup>th</sup>) year of their employment. Rates to be as follows:

2006	\$1,775.00
------	------------

2007	\$1,775.00
2008	\$1,775.00

**Section 2.** A proportionate share of longevity payment will be made bi-weekly as part of the employee's base pay. Both the TOWNSHIP and employee will make pension contributions on longevity payments.

**ARTICLE 23**  
**STATE TEMPORARY DISABILITY INSURANCE**

All full-time eligible employees covered herein will be enrolled in a Temporary Disability Plan which is equal to the New Jersey State Temporary Disability Plan at no cost to the employee.

**ARTICLE 24**  
**PENSIONS**

The TOWNSHIP shall provide pension and retirement benefits to employees covered by this Agreement pursuant to provisions of the statues and laws of the State of New Jersey. All legislation modifying pensions and retirement benefits, which are mandatory, will be implemented.

**ARTICLE 25**  
**SEPERABILITY AND SAVINGS CLAUSE**

If any provisions of this Agreement should be held or adjudged illegal or in violation of any present or future law, such adjudication shall not invalidate any other portion or provisions of this Agreement, nor relieve either party thereto from their liabilities and obligations under this Agreement which shall continue in full force and effect. In the event that any portion of said Agreement is held illegal as above mentioned, the parties agree to meet promptly in order to negotiate a proper and legal substitute therefore.

**ARTICLE 26**  
**FULLY BARGAINED PROVISIONS**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of negotiations. The parties acknowledge that during the

negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the TOWNSHIP and the UNION, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both 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 a written instrument duly executed by both parties.

**ARTICLE 27**  
**TERM AND RENEWAL**

This Agreement shall be in full force and effective as of the day and year first above written, and shall be in effect up to and including December 31, 2008. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, by no later than September 30<sup>th</sup> of the year in which the Agreement expires, of a desire to change, modify, or terminate this Agreement. Except where expressly so stated herein, no provision of this Agreement shall be effective prior to the day and year first above written.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals in the Township of Jefferson, County of Morris, State of New Jersey, on this 22<sup>nd</sup> day of August, 2007.

**TOWNSHIP OF JEFFERSON:**

**IAWA LOCAL 1  
BLUE COLLAR UNIT**

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_

**ATTEST:**

**COMMITTEE:**

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_