



AGREEMENT

BETWEEN

TOWNSHIP OF JACKSON

AND

TRANSPORT WORKERS UNION OF AMERICA  
AFL-CIO LOCAL 225 BRANCH 4

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JANUARY 1, 2006 THROUGH DECEMBER 31, 2009

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This Agreement made this 1<sup>st</sup> day of January 2006, by and between the Township of Jackson, in the County of Ocean, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Township" and the Transport Workers Union of America, AFL-CIO and its Local 225 Branch 4 negotiating for the Blue Collar employees of the Public Works Department/Buildings and Grounds, hereinafter referred to as the "Union".

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Township and its employees and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law and established practices not modified by this Agreement;

NOW, THEREFORE, in consideration of these promises and mutual covenants herein contained, the parties hereto agree with each other with respect to the employees of the Township recognized as being represented by the Union as follows:

**ARTICLE I**

**RECOGNITION**

Section 1. The Township hereby recognizes that Transport Workers Union of America, AFL-CIO and its Local 225 Branch 4 as the exclusive representatives for all, full-time certified and non-certified Blue Collar employees

and for all permanent, part-time Blue Collar employees working a 20 or more hour week, employed by the Township of Jackson, in the Public Works Department/Buildings and Grounds, but excluding managerial executives, foremen, supervisors, confidential employees, professional employees, craftsman employees, seasonal employees, and part-time employees working less than 20 hours per week, within the meaning of the Act. Temporary employees shall only be included subject to the PERC Agreement dated November 6, 2002, which is attached hereto. The Township agrees to notify the Union Steward of all new hires within the bargaining unit.

Section 2. This Agreement shall govern all matters and conditions of employment herein set forth.

Section 3. This Agreement shall be binding upon the parties hereto.

## **ARTICLE II**

### **HOURS OF WORK AND OVERTIME**

Section 1. The regular workweek for all full time employees shall consist of not more than forty (40) hours, on a schedule of not more than eight (8) hours per day, exclusive of the lunch period, between Monday and Friday. Dependent upon the need of the Township, management may assign employee(s) in the Motor Pool Truck Side, Transfer Station and those holding the titles of Building Maintenance Worker and Senior Building Maintenance Workers, and Bus Drivers to an alternate work schedule. Said alternate schedule may include weekend and/or evening

assignments. All employees assigned to an alternate work schedule shall receive a 5% pay differential. When such change of schedule is needed it shall be offered to all such employees in that particular classification on a rotation seniority basis. This alternate schedule shall apply to only new employees (employees hired after August 12, 1996) in the Motor Pool Car Side and Truck Side.

Section 2. All work performed in excess of forty (40) hours in one (1) week, or eight (8) hours in one (1) day, shall be considered overtime and shall be compensated at the rate of time and one-half; for the calculation of overtime, actual hours worked and paid accrued time such as sick, vacation, personal, paid holiday, injury on duty, and use of comp time shall count towards the 40 hour work week, or eight hour work day requirement. When an employee has expired all sick or accrued time and is in non-pay status for that workweek, no overtime wages shall be paid for weekend duty. Straight time hours shall be paid until he/she meets the forty (40) hour work requirement.

After the twelfth (12<sup>th</sup>) hour of work and every four (4) hours thereafter, employees shall receive a meal allowance not to exceed ten (\$10.00) dollars, which shall be paid within eight (8) weeks of entitlement. Furthermore, after the twelfth (12) hour of work, the employee shall also be entitled to a one-half (1/2) hour break and every four (4) hours thereafter, the employee shall be entitled to a fifteen (15) minute break.

Section 3. The Township shall continue the procedure of authorizing a twenty (20) minute rest break at 9:00 a.m., or thereabouts, as well as providing forty (40)

minutes for a lunch break at 12:00 p.m. or thereabouts. It is understood that the work force in the afternoon shall be allowed to stop for a beverage (coffee/soda) enroute between locations.



Section 4. At the option of the employee and with the concurrence of the Director of the DPW or his/her designee or other appropriate authority as may be designated by the Municipal Administrator or Mayor, compensatory time off shall be authorized in lieu of time and one-half overtime pay computed at the same rate of 1 ½ hours for each hour of overtime. The maximum compensatory hours shall be fifty (50%) percent per occurrence in each instance of overtime worked. The employee shall have the option of requesting payment for comp time accrued in a calendar year or accumulating it into the next year. Notification of payment shall be submitted to the Municipal Administrator no later than November 1<sup>st</sup> of each year. Any comp time accumulated after November 1<sup>st</sup> of that calendar year must be carried over into the next calendar year and taken as time off.

Section 5. The following provisions shall govern "call-in time" and "stand-by":

(a) All employees shall be guaranteed a minimum of four (4) hours pay in any twenty-four (24) hour period when called-in for work performance. For this purpose, "called-in" is defined as the summoning or notification of an off-work employee to report for work at a time other than his regularly scheduled shift. If, upon being "called-in", an employee develops illness while there is still work to be performed, and reports off, he shall be paid only for those hours of actual work performance.

(b) An employee ordered to be on stand-by shall be compensated for two (2) hours pay at his regular hourly rate of pay for each day of weekend stand-by, for a total of four (4) hours pay per weekend; provided however, that

if such employee is "called-in" he shall not be entitled to such stand-by pay, but shall receive the guaranteed "call-in" pay.

(c) An employee ordered to be on stand-by on a week day shall be compensated two (2) hours pay at his regular hourly rate of pay; provided, however, that if such employee is "called-in" he shall not be entitled to stand-by pay, but shall receive the guaranteed "call-in" pay.

Section 6. In the event of a weather emergency where the municipal offices (excluding police officers) are shut down, employees may be required to work but they shall receive time and one-half their regular hourly salary for each hour worked during such shut-down.

Section 7. If an employee is called-in prior to 2:00 a.m., it will be considered as having worked all night and said employee will be eligible for pay as per Section 8.

Section 8. In the event an employee works all night and until 11:00 a.m. the next day because of weather emergency, the employee will be paid for the entire day. The 11:00 a.m. cutoff is based on a workday of 7:00 a.m.-3:30 p.m.

Section 9. For the purpose of this Article, overtime, call-in and standby for foremen (management personnel) will not be utilized to displace a union employee for skilled or unskilled labor. Overtime, call-in and standby for foremen will be at the discretion of the Director of the DPW or his/her designee or other

appropriate authority as may be designated by the Municipal Administrator or Mayor.

Section 10. The maximum amount of compensatory time an employee is permitted to accrue shall be 240 hours (i.e. - not more than 160 hours of actual overtime hours worked). An employee who has accrued the maximum number of compensatory hours shall be paid overtime compensation in cash for any additional overtime hours of work.

Section 11. Seniority for the purposes of assigning overtime shall be based on classification and date of hire and shall be performed on a rotation basis.

### **ARTICLE III**

#### **HOLIDAYS**

Section 1. The following holidays or the day celebrated as such shall be observed with full pay: 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, Veterans Day, Election Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

Section 2. Holidays falling on Sunday shall be celebrated on the following Monday. Holidays falling on Saturday shall be celebrated on immediately preceding Friday.

Section 3. No employee shall be required to work on any Holiday specified in this Agreement unless approved by the Director of the DPW or his/her designee or other

appropriate authority as may be designated by the Municipal Administrator or Mayor. Employees who work on such Holidays shall be compensated at time and one-half at his or her regular rate of pay, plus his or her holiday pay.

#### ARTICLE IV

#### VACATION

Section 1. Vacation shall be as follows:

(a) New full time employees shall be entitled to one (1) working day of vacation leave upon completion of employment for each month of the first year, up to thirteen (13) working days vacation leave at the completion of the first year.

(b) For one (1) but less than five (5) years of service, thirteen (13) working days of vacation for each year.

(c) For five (5) years but less than ten (10) years of service, seventeen (17) working days of vacation during each year.

(d) For ten (10) years but less than fifteen (15) years of service, twenty-one (21) working days of vacation during each year.

(e) For fifteen (15) or more years of service, twenty-five (25) working days of vacation during each year.

Section 2. Vacation leave for the year is to be prorated in the event the 5<sup>th</sup>, 10<sup>th</sup>, or 15<sup>th</sup> anniversary of service falls during the calendar year.

Section 3. Employees shall be entitled to carry over of vacation days pursuant to N.J.S.A. 11A:3-1 and 3-7.

Section 4. Permanent part-time employees working a twenty (20) or more hour work week shall be entitled to vacation leave prorated on the basis of such employee's normal work week.

Section 5. An employee who terminates his or her employment with the Township, or whose employment is terminated by the Township, shall be entitled to vacation time and/or vacation pay on a pro-rata basis for their last year of employment.

**ARTICLE V**  
**HOSPITAL AND MEDICAL INSURANCE**

Section 1. (a) The Township shall provide the New Jersey State Health Benefits Plan coverage for each employee with dependent coverage. The Township retains its exclusive right to change insurance carriers, provided an equal or greater coverage is maintained.

(b) All full-time employees and all permanent part-time employees working thirty (30) or more hours per week shall be eligible to participate in all medical benefit programs.

Section 2. The Township shall continue to provide Dental Service Insurance coverage (100%) to all full-time employees and all permanent part-time employees working thirty (30) hours or more per week. This plan shall be equivalent to the orthodontic allowance as the plan provided to the clerical staff with a \$2,000 lifetime maximum. In addition, the Township shall provide such coverage to the employee's spouse and dependent children.

Said plan shall be the New Jersey Delta Dental Service Plan or its equivalent.

Section 3. The Township shall provide a Disability Plan for each full time employee covered under this Agreement for non-job related injuries at the current contribution rate for each period covered by this contract. Said disability plan shall be the Unum Plan or its equivalent. The Township will pay ½ of 1% of the total salary of the employee and the employee will pay ½ of 1% of his/her total salary per annum as premium costs.

Section 4. The Township shall provide an optical plan for each full-time employee and for all permanent part-time employees working a thirty (30) or more hour work week at no premium costs to them. Said plan shall be the EYEMED Vision Expense Benefit Plan or its equivalent.

Section 5. The Township shall provide prescription plan coverage (family coverage) for each full time employee and permanent part-time employees working a thirty (30) or more hour work week at no premium cost to them. Said prescription plan shall be the New Jersey State Health Benefits Plan or its equivalent.

Section 6. The Township shall provide a Long Term Disability Plan for all employees covered under this Agreement at no cost to the employee. Said plan shall be the Unum Long Term Disability Insurance or its equivalent.

#### **ARTICLE VI**

#### **DISCHARGE AND DISCIPLINE**

Section 1. All major discipline as defined by the New Jersey Department of Personnel rules and regulations (New Jersey Administrative Code) (N.J.A.C. 4A:2-2) shall be processed in accordance with New Jersey Department of Personnel procedures. Employees shall have the right to appeal to the Department of Personnel within twenty (20) days from those disciplinary actions over which the Department of Personnel has jurisdiction.

Section 2. Minor discipline is a formal written reprimand or a suspension or fine of five working days or less (N.J.A.C. 4A:2-3.1). An employee has the right to appeal minor discipline within ten (10) days of receipt of a letter implementing such discipline.

Section 3. Notice of all disciplinary actions shall be furnished to the Local Office and Union Chairperson.

**ARTICLE VII**  
**GRIEVANCE PROCEDURE**

Section 1. General Policy:

(a) It is the policy of the Township of Jackson that every employee at all times be treated fairly, courteously, and with respect. Conversely, each employee is expected to accord the same treatment to his associates, supervisors, foremen, and to the public.

(b) Changes in the past practice/policy in order to implement contract language will be discussed with the Union Steward prior to implementation. Copies of proposed changes will be provided to the Local Office before such

discussions. All proposed policies and policy changes by a Department Head that effect the terms and conditions of employment will be submitted to the Township Administrator for a review prior to implementation.

(c) The purpose of this procedure is to secure at the lowest possible level an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

Section 2. Definition.

The term "grievance" as used herein means an appeal by the Union on behalf of an individual employee, or group of employees, from the interpretations, applications or violation of this Agreement.

Section 3. Grievance Procedure.

Step One: Verbal Grievance.

Whenever an employee has a grievance, he or she and the Union Steward shall first present it verbally to his or her supervisor within ten (10) working days after the event giving rise to the grievance has occurred. It is the responsibility of the supervisor to arrange a mutually satisfactory settlement of the grievance within four (4) working days of the time it was first presented to him, or failing in that, the supervisor, must within that time advise the employee of the inability to do so.

Step Two: Written Grievance

When an employee is informed by his or her supervisor that the supervisor is unable, with the discretion permitted, to arrange a mutually satisfactory solution to the grievance, the Union may submit the grievance to the



Municipal Administrator or his/her designee in writing within ten (10) working days of the supervisor's response. The written grievance at this step shall contain the relevant facts, the applicable Section of the Contract allegedly violated, and the remedy requested by the grievant. The Municipal Administrator or his/her designee shall meet with the Union representative and grievant upon request within ten (10) working days of receipt of the written grievance. A written decision on the grievance shall be issued within fifteen (15) working days of the submission or meeting, whichever is later, by the Municipal Administrator or his or her designee.

Step Three:

The Union may file an appeal with the Mayor if the Union is not satisfied with the decision rendered by the Municipal Administrator or his/her designee. Such appeal shall be presented in writing to the Mayor within ten (10) working days after receipt of the decision of Municipal Administrator or his/her designee. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Committee shall review the grievance and respond, in writing, within twenty (20) working days of the submission.

Step Four:

If the grievance is not settled through Steps One, Two or Three, the Union shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within twenty (20) working days after receipt of the Mayor's final decision. The Arbitrator's fee, and

expenses, if any, shall be borne jointly by the Employer and the Union. Preparation and presentation expenses shall be borne separately by each party. The arbitrator shall not have the authority to add to, modify, detract from or alter or supplement thereto. The decision of the arbitrator shall be final and binding.

Section 4. a. Since it is intended that most, if not all, grievances can and should be settled without the necessity of reference to the Mayor (Step 3), no grievance will be heard or considered by the Mayor which has not first passed through the above described steps unless the parties mutually agree to waive such steps.

b. All papers and documents relating to a grievance and its disposition will be placed in the employee's personal history file.

c. If the Township fails to meet or answer any grievance within the prescribed time limits as herein provided, such grievance may be processed to the next step. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. Nothing herein shall prevent the parties from mutually agreeing to extend the time limits for any Step in the grievance procedure.

## **ARTICLE VIII**

### **SICK LEAVE-PERSONAL DAY-INJURY ON DUTY**

Section 1. Sick Leave

After the first year of full time employment wherein the employee accrues 1 ¼ sick leave days for each completed month of employment, the Township agrees to grant its employees fifteen (15) days sick leave, with pay, per year. Same to be accumulative from year to year, unless the employee utilizes the option provided in Section 3 below. Permanent, part-time employees working a 20 or more hour work week shall be entitled to such sick leave on a prorated basis.

Section 2. Payment for Sick Days

a. In the later portion of each calendar year within this contract, an employee shall have the option of taking any unused portion of the accrued fifteen (15) sick leave days of that year in straight pay, provided that notification of the desire to use this option is submitted in writing, via the Director of the DPW or his/her designee or other appropriate authority as may be designated by the Municipal Administrator or Mayor to the Municipal Administrator, no later than November 1, of each year.

b. Sick days used in this option shall be deducted from the accumulative sick leave total of the employee and shall not be applicable to the Bonus Pay Program.

Section 3. Sick Leave Retirement Benefit

a. All permanent employees hired prior to January 1, 1996 shall, at his/her retirement in good standing, cause to be paid to him or her the full amount of accrued pro-rated sick leave up to a maximum of 130 days. Employees hired by the Township effective January 1, 1996

and thereafter, and retiring in good standing shall cause to be paid to him/her the full amount of sick leave accrued and pro-rated up to a maximum of \$12,000.00.

b. Effective January 1, 1996 and thereafter, the Employee shall be paid a lump sum for all accumulated sick leave at his/her current rate of pay. In addition to the above payment, employees hired prior to January 1, 1996 and retiring in good standing, shall receive a ten (10%) percent bonus. This bonus shall be calculated on the employee's gross pay. (Example: 1,000 hours (accumulated time) x \$15.00 (current hourly pay) = \$15,000 x 10% (bonus) = \$1,500.00. Total payment to Employee: \$16,500.00.

c. Sick day accrual shall be pro-rated in the final year of employment if retirement is not effective January 1<sup>st</sup> of the following year.

d. In the event of the death of a permanent employee hired prior to January 1, 1996, up to a maximum of 130 days of accumulated/pro-rated sick time shall be paid to the employee's beneficiary. In the event of the death of a permanent employee hired January 1, 1996 or thereafter, the current year's pro-rated sick time shall be paid to the beneficiary.

#### Section 4. Notification of Employer

In the event that an employee must call-in due to sick or personal reasons to be excused for the day, a grace period will be given for calling in. Said grace period is set at 7:30 a.m. All employees who do not call in by 7:30 a.m. will be considered as a "No call", "No Show" and will be considered AWOL and will be docked for the day and may be subject to disciplinary action. In the event the

employee cannot reach the office due to the emergency nature of the telephones within the Public Works Department, every due consideration will be given to said employee. The Township will set up an additional telephone line in the Public Works Department for calling in of an employee.

Section 5. Personal Days

a. Each employee shall be granted five (5) days of personal leave per year to be deducted from sick leave. The use of said personal days shall be subject to approval by the Department Head and Municipal Administrator, which approval is not to be unreasonably withheld.

b. Each employee shall be granted two (2) personal days in each calendar year, which is non-deductible from sick leave. Said personal day is to be taken within the calendar year and is not accruable from year to year. New employees starting within the calendar year shall receive a personal day on a pro-rata basis.

Section 6. Injury on Duty

An employee on Workman's Compensation will follow the Workman's Compensation Policy. No accumulated sick leave is to be deducted while IOD leave is being processed. However, if the insurance carrier determines that a particular case is not deemed as IOD, those days are to be deducted from sick leave.

**ARTICLE IX**

## LEAVES OF ABSENCE

### Section 1. Leaves of Absence

Employees shall be granted extended leaves of absence without pay not to exceed six (6) months beyond the accumulation paid sick leave referred to during periods of lengthy illness or disability so certified by a medical doctor pursuant to N.J.A.C. 4:1-17.2 and may be extended an additional six months at the Township's option.

### Section 2. Union Business Leave

The Township agrees to grant four (4) hours per month, non-cumulative, to the Union Steward selected to perform work for the Union, upon notice from the Union Steward to the Immediate Supervisor.

### Section 3. Jury Duty and Witness Leave

a. Any bargaining unit employee who loses time from his/her job because of jury duty as certified by the Clerk of the Court shall be paid by the Township his/her full wages and the employee shall reimburse the Township all jury duty fees, minus travel allowance, for performing said jury duty service subject to the following conditions.

1. The employee must notify the Municipal Administrator or his/her designee upon receipt of a summons for jury service;

2. The employee has not voluntarily sought jury service.

3. The employee submits adequate proof of the time served on the jury and the amount received for such service.

4. No employee is attending jury duty during vacation and/or other time off from Township employment; and

b. If, on any given day an employee is attending jury duty, he/she is released by the Court prior to 10:00 a.m. that employee shall be required to return to work by 12:00 noon that day in order to receive pay for that day.

c. The Township agrees to allow a reasonable period, with pay, to any employee called upon to testify in a legal proceeding in connection with said employee's official duties as a municipal employee, provided a subpoena is legally served upon said employee.

#### Section 4. Military Leave

All bargaining unit employees shall be entitled to Military Leave in accordance with State Statutes including the New Jersey Administrative Code 4A:6-1.11.

#### Section 5. Bereavement Leave

a. In the event of the death in the employee's immediate family, the employee shall be entitled to four (4) working days funeral leave, which must be taken on consecutive work days, and which must commence between the day of death or the day of the funeral. 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.

Proof of the need for bereavement leave may be requested by Management.

b. The term "immediate family" shall be defined as Spouse, N.J. Domestic Partner, Children, Step-Children, Father, Mother, Step-parents, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparents, great-grandparents, grandchildren, and great-grandchildren of the employee or employee's spouse.

c. One (1) day of bereavement leave shall be granted to the employee in the event of the death of an aunt or uncle of the employee or employee's spouse.

d. If travel time is required, the Municipal Administrator or his/her designee may grant up to one (1) additional day of bereavement leave.



**ARTICLE X**

**WAGES**

Section 1.

a. Retroactive to January 1, 2006, employees shall receive a salary increase of 3.9% or \$1500. whichever is greater (increases applied to 2006 Salary Guide)

b. Effective January 1, 2007, employees shall receive a salary increase of 3.9% or \$1500. whichever is greater (increases applied to 2007 Salary Guide)

c. Effective January 1, 2008, employees shall receive a salary increase of 3.9% or \$1500. whichever is greater (increases applied to 2008 Salary Guide)

d. Effective January 1, 2009, employees shall receive a salary increase of 3.9% or \$1525. whichever is greater (increases applied to 2009 Salary Guide)

(NOTE: Employees who are off guide will receive the greater of 3.9% or the dollar increase in each year of the agreement.)

e. In the instance of promotions, an employee will be placed on the proper step of the guide in the year of the promotion; unless the employee is over the guide when promoted, he or she shall remain at his or her existing salary.

f. Anniversary date is based on start date less leaves of absence and suspension without pay. Employees shall move through the guide commencing with their anniversary date.

Section 2. a. In addition to the annual basic wage, there shall be paid to each qualified full time employee an additional salary, a longevity increment of two (2%) percent of his base pay upon completion of the first five years of continuous employment, five (5%) percent of base pay upon completion of ten years of continuous employment, eight (8%) percent of base pay upon completion of fifteen years of continuous employment, and ten (10%) percent of base pay upon the completion of twenty years of continuous employment, the maximum longevity being ten percent.

b. Beginning March 1, 1993 and thereafter, all employees hired by the Township of Jackson shall be paid only their base rate of pay. No employee hired after March 1, 1993, shall be entitled to or receive longevity pay. All employees hired prior to March 1, 1993 shall continue to receive all longevity benefits as outlined in Section 2(a) of this Article.

Section 3. Tuition and required text books of a particular job related course will be paid for by the Township when the employee has been authorized to attend that particular job related course by the Director of the DPW or his/her designee or other appropriate authority as may be designated by the Municipal Administrator or Mayor.

Section 4. Any employee temporarily assigned by the Township to perform the duties of a higher classification shall receive a salary differential of one (1) hour's additional pay for each higher classification

for each day of such temporary assignment. "Temporarily assigned" for the purpose of this section is defined as four (4) or more consecutive hours, or one (1) or more consecutive eight (8) hour shifts. Said above class shall be determined by and approved by the Municipal Administrator.

Section 5. The Township agrees to pay to all employees who obtain a CDL (Commercial Driver's License) a one-time bonus of \$250.00. The Township and Union shall develop a training program for all employees to prepare them for their CDL testing. All new hires must have a CDL License Class A to work on the truck side and a Class B to work on the car side in addition to all new appointments. Existing employees are encouraged to obtain such licenses.

Section 6. The Township agrees to pay employees \$75 per certificate to a maximum of \$375 annually to employees who hold certificates for the position they are performing. Such certificates must be job related, either being required by the Department of Personnel and/or approved by the Business Administrator. Employees who qualify for this financial remuneration must notify the Business Administrator with a copy of said certification within sixty (60) days of receiving the certificate. Failure to provide proof of certification will result in the employee not receiving the added benefit for that year.

## **ARTICLE XI**

### **EMPLOYEE BENEFITS**

Section 1. The Township agrees to continue present benefits as provided by the Township Code.

Section 2. a. In order to insure that all current and future employees are adequately and appropriately equipped for assuming duties, each member of the bargaining unit shall receive a uniform and maintenance allowance of \$650.00 annually, and a shoe allowance of \$100.00 towards OSHA approved shoes. Payment for this entitlement shall be made in the first pay period in May of each calendar year covered by this Agreement.

b. The Township reserves the right to institute such new uniform/shoe standards as deemed necessary and appropriate. The Township will provide at least thirty (30) days written notice of implementation of any change in standards. In addition, the Township will supply the initial allotment of new clothing to the employee at NO cost to them.

c. Failure to wear the authorized uniform in a proper fashion may result in disciplinary action being taken against said employee and the distribution of subsequent uniform allowances through a voucher system.

## **ARTICLE XII**

### **GENERAL PROVISIONS**

Section 1.

a. The Township and the Union agree that there shall be no discrimination against any employee because of

race, creed, color, religion, sex, national origin, age, union activity, or political affiliation.

b. The Township and the Union agree that all employees covered under this Agreement shall have the right without fear of penalty or reprisal to form, join and assist any majority representative or to refrain from any such activity. There shall be no discrimination by the Township or the Union against any employee because of the employee's membership or non-membership activity or non-activity in the Union.

Section 2. The Township agrees to continue to abide by all laws regarding safety of its employees and furnish general comforts and sanitary conditions for its employees.

Section 3. Any written statement or verbal agreement between an employee and the Township which may be contrary to or in conflict with the terms and conditions of this Agreement shall be null and void.

Section 4. No clause in this Agreement is to be understood to imply a lowering of health and safety conditions heretofore existing in this office.

Section 5. Employee agrees to give Township two (2) weeks notice of intent to resign.

Section 6. a. Employees shall not be required to use machinery if Safety Committee consisting of the Director of the DPW or his/her designee or other appropriate authority as may be designated by the Municipal

Administrator or Mayor, or some other management designee, the Head Mechanic, and a representative of the Union, certifies that it has a safety defect and it is not in working order, or that it would be dangerous to operate.

b. Employees will have the right to refuse, and cannot be ordered to use, Department vehicles that are UNSAFE, under the NJ Division of Motor Vehicles Statutes. As may be determined by Motor Pool Staff, Safety Committee and Management. Examples:

1. Exhaust Fumes
2. Gas Fumes
3. Brakes, Tires, Steering (Front End)
4. Climate Control (Heater, Defroster, etc.)
5. Lights - External including Emergency Lights

#### Section 7.

a. Seniority is defined as the date of hire. Seniority, as determined and defined by N.J.S.A. 11A:9-10 shall prevail at all times; provided, however, that when making a provisional appointment the Township need not appoint the senior employee unless such senior employee is qualified to perform the duties of the provisional appointment.

b. The Township agrees that it will post promotional vacancies as they arise. The parties recognize the fillings of such positions are in accordance with Department of Personnel (DOP) Rules and Regulations.

Section 8. It is recognized by the Township and Union that employee safety is of utmost importance and employee knowledge of proper procedures critical. Therefore, the Township shall grant designated Union employees time off with pay to attend authorized safety functions/seminars. Said functions/seminars must be approved by the Department Head and the Municipal Administrator and shall not exceed annual aggregate of sixteen (16) hours.

Section 9. a. All accidents and/or injuries shall be immediately reported to the employee's supervisor, failure to report an accident and/or injury may result in management's disapproval of an on the job injury claim.

b. An employee who is injured during the course of his/her employment and is immediately sent for medical treatment and is unable to return to work shall be paid for the shift, not to exceed eight (8) hours straight time.

### **ARTICLE XIII**

## **PERSONNEL FILES**

Section 1. The Township shall establish personnel files, which shall be maintained under the direction of the Township.

Section 2. Employees covered under this Agreement may, by reasonable request during normal business hours, review in the presence of an individual designated by the Township or his designee, their personnel file, including any written reports or written complaints which may be contained in his/her personnel file. Upon request, an employee shall receive within a reasonable time, a copy of any document in his personnel file. The Township may charge for copies in its discretion.

Section 3. Employees shall be permitted to insert any documents desired into their personnel file pertaining to their employment with the Employer.



**ARTICLE XIV**

**MANAGEMENT RIGHTS**

Section 1. The Union recognizes that there are certain functions, responsibilities, and management rights exclusively reserved to the Township. All of the rights, power, and authority possessed by the Township prior to the signing of this Agreement are retained exclusively by the Township subject only to such limitations as are specifically provided in this Agreement, or applicable laws. It shall be mutually agreed that the Township as Employer and the Union as employees, will abide by Title 4A Department of Personnel of the Revised Statutes of New Jersey, and the Rules and Regulations of the Department of Personnel. No provision of this Agreement, will, in any way, contravene the authority and responsibility of the Department of Personnel. The Township shall have the right to determine all matters concerning the management or administration of the various departments of the Township, the right to direct the various departments, to hire and transfer employees, to combine and eliminate jobs, and to determine the number of employees needed for specific job assignments.

Section 2. Nothing in this Agreement shall interfere with the right of the Township 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 employees of the Township, to schedule vacations of employees, to hire, promote, transfer, assign or retain employees in positions within the Township and in that regard to establish reasonable work rules in written form, with copies and amendments thereto to be provided to employees.

c. Pursuant to Department of Personnel Rules, to suspend, demote, reduce, discharge or take other appropriate disciplinary action against an employee for just cause; or to lay off employees in the event of lack of work or funds under conditions where continuation of such work would be inefficient and non-productive; provided that reduction in force level or certified personnel shall not be effected until non-certified personnel performing the same functions are laid off.

Section 3. The Union recognizes Township's right to record employee's time in a matter deemed appropriate by the Township. (Note: The parties agree that there will be no surveillance).

#### **ARTICLE XV**

#### **SAVINGS CLAUSE**

Section 1. If any clause or provision of this Agreement is deemed illegal and/or invalid through a court decision or legislation, that clause or provision shall become null and void. All other clauses or provisions of this Agreement shall not be affected, and shall remain in full force and effect.

Section 2. If any clause or provision of this Agreement is deemed illegal and/or invalid, the Township and the Union, upon the request of either party, shall meet and discuss the clause or provision in question. Neither the Township nor the Union shall be obligated to agree to a modified, alternate, or replacement clause provision.

Section 3. Any written statement or verbal agreement between an employee and the Township which may be contrary to or in conflict with the terms and conditions of this agreement shall be null and void.

#### **ARTICLE XVI**

#### **MAINTENANCE OF WORK OPERATIONS**

Section 1. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support nor will any of its members take part in any strike, work stoppage, slow-down, walk-out or other illegal job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement only if the Union authorizes, approves or condones such action.

Section 2. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned, or support any such action by any other employee or group of employees by the Township, and that

the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and return to work.

Nothing herein shall be construed to restrict the employee's rights under the First Amendment of the United States Constitution.

Section 3. Nothing contained in this Agreement shall be construed to limit or restrict the township or the Union in its right to seek and obtain such judicial relief as may be entitled to have in law or in equity for injunction or damage, or both, in the event of such breach by either party or their representatives or its members.

Section 4. The Township agrees that it will not engage in a lockout of any of its employees.

#### **ARTICLE XVII**

##### **DURATION**

Section 1. The provisions of this Agreement found in Article IX, Section 1, dealing with wages shall be in effect from January 1, 2006 to December 31, 2009.

Section 2. Notice to terminate this contract shall be given in writing by either party no later than November 1, 2009.

#### **ARTICLE XVIII**

##### **CHECK OFF DUES**

Section 1. The Township shall deduct from each employee's wages such Union dues and fees as may be specified by the Union, from all employees covered by this Agreement who have voluntarily agreed to such deduction in writing. Said deductions shall be deducted from such employee's salary for the first pay period of each month and forwarded to whomsoever is designated by the Union.

Section 2. In accordance with New Jersey Law, any employee in the bargaining unit who has not signed a dues deduction authorization after thirty (30) days of employment, the Township will deduct from all such employees an Agency Fee and/or Maintenance Fee charged each month at the time the regular dues are deducted and remit the deducted Agency Fee and/or Maintenance Fee charge to the Secretary/Treasurer of the Union, not to exceed 85% (eight-five percent).

Section 3. The Township agrees to deduct and transmit to the Union the amount specified from the wages of those employees who voluntarily authorize COPE contributions on the forms provided for that purpose by the Transport Workers Union Committee on Political Education.

**ARTICLE XIX**

**COMPLETENESS OF AGREEMENT**

This Agreement constitutes the entire collective bargaining Agreement between the parties and settles for the terms of this Agreement all matters which were, or might have been raised in all collective bargaining negotiations leading to the signing of this Agreement.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

ATTEST: TOWNSHIP OF JACKSON

\_\_\_\_\_  
TOWNSHIP CLERK

DATED: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

DATED: \_\_\_\_\_

ATTEST: UNION

\_\_\_\_\_  
INT'L. VICE PRESIDENT

DATED: \_\_\_\_\_

\_\_\_\_\_  
UNION CHAIRPERSON

DATED: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT

DATED: \_\_\_\_\_

(ADDENDUM FROM PRIOR AGREEMENT)  
Jackson Township and TWU Local 225 Branch 4  
CU 2003-11

Memorandum of Agreement

As an amicable resolution of the above captioned matter,  
the parties agree as follows:

1. On the first day of the month following 60 days of employment, employees currently classified as "temporary" pursuant to N.J.A.C. 4A: 4-1.7 will be eligible for unit membership and contractual benefits, as set forth in the Council's memorandum of March 12, 2002, which excludes the following: uniform allowance, floating personal days, annual contractual salary, above class pay, and bereavement leave.
2. Such "temporary" employees will specifically be eligible for union representation, including grievance and disciplinary protections, by TWU.
3. Upon attainment of permanent status, employees will be eligible for full benefits and protections under the collective bargaining agreement, including annual contractual salary.
4. The employer agrees to advise TWU upon the hire of employees designated "temporary" pursuant to N.J.A.C. 4A: 4-1.7, as above.
5. In exchange for the above agreements, TWU Local 225 Branch 4 hereby withdraws the clarification of unit petition.

For Jackson Township  
(Signed) John J. Kennedy      Dated: 11/6/02

For TWU Local 225 Branch 4  
(Signed) Christopher W. Mikkelson      Dated: 11/6/02



**TITLES & GRADES**  
2006 - 2009

Job Titles	Pay Grade
Laborer Agency Aide	1
Sanitation Worker	2
Truck Driver Mechanic's Helper Building Maintenance Worker Omni Bus Driver Groundskeeper Road Repairer	3
Sanitation Driver Maintenance Repairer Sign Maker Wood & Metal/Truck Driver Sign Maker 1 Senior Building Maintenance Worker Truck Driver (Rack) Truck Driver (Lift Gate)	4
Senior Maintenance Repairer Equipment Operator Motor Broom Operator Welder Storekeeper Senior Groundskeeper Senior Road Repairer	5
Heavy Equipment Operator Mechanic Senior Maintenance Repairer (Carpenter) Senior Maintenance Repairer (Electrician)	6
Senior Mechanic Assistant Supervising Laborer Senior Maintenance Repairer /Heating and Air Conditioning	7
Asst. Supervisor Roads Asst. Maintenance Supervisor Asst. Supervisor of Motor Pool	8