

COLLECTIVE BARGAINING AGREEMENT

Between

THE TOWNSHIP OF PEQUANNOCK

And

LOCAL 911, INTERNATIONAL UNION OF PRODUCTION,  
CLERICAL AND PUBLIC EMPLOYEES

JANUARY 1, 2004 THROUGH DECEMBER 31, 2006

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This Agreement made and entered into as of the 1<sup>st</sup> day of January, 1998,<sup>2004</sup> between the TOWNSHIP OF PEQUANNOCK, in the State of New Jersey, hereinafter referred to as the "EMPLOYER" and LOCAL 911, INTERNATIONAL UNION OF PRODUCTION, CLERICAL & PUBLIC EMPLOYEES, a labor organization, located at 660 Mantoloking rd., Brick, New Jersey, 08723 hereinafter referred to as the "UNION".

**WITNESSETH:**

WHEREAS, the Union has presented proof that it represents the Township of Pequannock Department of Public Works, Department of Parks and Recreation employees, excluding professional, supervisory, office and clerical employees, and,

WHEREAS, the Township of Pequannock by virtue thereof has recognized the said Union as the sole and exclusive bargaining agent for all the Township of Pequannock Department of Public Works, Department of Parks and Recreation excluding professional, supervisory, office and clerical employees.

NOW, THEREFORE, it is mutually agreed between the parties hereto that the following agreement shall become effective.

**ARTICLE 1.**

**RECOGNITION**

Section 1. The Township of Pequannock hereby recognizes the Union as the sole and exclusive bargaining agent for all full-time, permanent, blue collar employees in the Department of Public Works, the Department of Parks and Recreation/Park Rangers, excluding professional, supervisory, office, clerical, part-time and any employee hired in all matters specifically provided for herein.

Section 2. Wherever used herein the term "employees" shall mean and be construed as referring to the full-time, permanent employees of the Department of Public Works, the Department of Parks and Recreation/Park Rangers covered by this Agreement.

ARTICLE 2

UNION SECURITY

Section 1. The Employer agrees it will give effect to the following form of Union Security:

a. All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing by payment of the regular monthly dues.

All present employees who are not members of the Union will pay a Representation Fee as set forth hereinafter.

b. It is agreed that at the time of hire, newly hired employees, who fall within the bargaining unit, will be informed that they have the chance to join the Union thirty (30) days thereafter or pay to the Union a Representation Fee.

ARTICLE 3

CHECK-OFF UNION FEES

Section 1.

a. The Employer hereby agrees to deduct from the wages of employees by means of check-off the dues uniformly required by the labor organization pursuant to the provisions of N.J.S. 52:14-15 9E. The Employer, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from each pay regularly in accordance with Township practice.

b. In making the deductions and transmittals as above specified, the Employer 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.

## Section 2. Representation Fee

a. If an employee does not become a member of the union during any membership year (from January 1 to the following 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. Prior to the beginning of each membership year, the Union will notify the Employer in writing of the amount of the regular membership dues, initiation fees and assessments charged by the union to its own members for that membership year. The Representation Fee to be paid by nonmembers will be equal to 85% of that amount.

In order to adequately offset the per capita cost of services rendered by the Union as majority representative, the Representation Fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the Representation Fee has been set at 85% of that amount.

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

c.2. The Employer 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 -

A. If an employee who is required to pay a representation fee terminates his/her employment with the Employer before the Union has received the full amount of the Representation Fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

B. Except as otherwise provided in this Article, the mechanics for the deductions 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 deductions and transmissions of regular membership dues to the Union.

c.5. The Union will notify the Employer 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 Employer received said notice.

c.6. On or about the last day of each month beginning with the month this agreement becomes effective, the Employer will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job titles and dates of employment for all such employees. The Employer further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reasons thereof.

c.7. Local 911 shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34: 13A-5.5 (c) and 5.6 and membership in Local 911 shall be available to all employees in the unit on an equal basis at all times. In the event Local 911 fails to maintain such a system, or its' membership is not so available, the Employer shall immediately cease making said deductions.

#### ARTICLE 4

#### MANAGEMENTS RIGHTS

Section 1. The Township of Pequannock hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and the United States including but without limiting the generality of the foregoing, the following rights:

- a. To the executive management and administrative control of the Township government and its properties and facilities and activities of the employees;
- b. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
- c. To suspend, demote, discharge or take other disciplinary action for reasons considered by the Township to warrant such action.

Section 2. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules and regulations and practice in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution of Laws of New Jersey and of the United States.

Section 3. Nothing contained herein shall be construed to deny or restrict the Township of its powers, rights, authority, duties and responsibilities under R.S. 40 or R.S. 11 or any other national, state, county or local laws or ordinances.

## ARTICLE 5

### PROBATIONARY PERIOD

Section 1. All new employees shall serve a probationary period of ninety (90) days. The Township may grant an additional sixty (60) day probationary period with the approval of the Union.

Section 2. During the aforementioned probationary period, the Township may discharge such employees for any reason whatsoever. An employee discharged during such probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The Township shall have no responsibility for the re-employment of newly engaged probationary employees if they are dismissed during the probationary period.

## ARTICLE 6

### SENIORITY

Section 1. The Employer shall establish and maintain a seniority list of employees, names and dates of employment from date of last hire for each department, with the employee with the longest length of continuous and uninterrupted system wide service to be placed at the top of said seniority list. The name of all employees with shorter length of continuous service shall follow the name of such senior employee, in order, until the name of the employee with the least length of continuous and uninterrupted service is at the foot of the list. The seniority of each employee shall date from the employee's date of last hiring with the Employer.

Section 2. New employees retained beyond the probationary period shall be considered permanent employees, with the exception of employees hired and funded by sources other than the municipal budget, and their length of service with the Employer shall begin with the original date of their employment and their names placed on the "Seniority List." Such seniority list shall be kept up to date with additions and subtractions as required.

### Section 3. Job Vacancies, New Jobs Created

a. If new jobs are created or if permanent vacancies occur, of more than fourteen (14) days duration, in a higher-rated position, the Employer shall determine the qualifications required for the position and shall determine which, if any, of the applicants meet the qualifications. The most senior of those determined to be qualified shall be deemed the successful applicant. If an employee is dissatisfied with the determination of the Employer, said employee may institute a meeting with the Department Head of the respective department within three (3) calendar days after the notification of the selection is made.

b. The Employer agrees to post a notice of such new job or vacancy on the bulletin board for a period of three (3) working days. Such notice shall contain a description of the job and the rate, and when the job will be available. Interested departmental employees in order to be eligible, must sign the notice. Preference will be granted on the basis of seniority provided the applicant has the necessary skill and ability to perform the work required. However, all employees are eligible to apply. Lateral and down-bidding will not be considered; however, the Employer may waive this prohibition in case of health problems. Once the Employer publishes a seniority list, for any reason, the Union or any of its membership must grieve said list within fifteen (15) days or the list becomes binding. The Employer agrees to post the seniority list by February 1st of each year.

c. If an employee 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 three (3) working days required under Section 3 (b) above.

d. Any employee so selected to fill such job shall be granted a training period of up to sixty (60) calendar days. If it shall be determined by the Employer at any time after the initial twenty (20) days for the training 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 training period. If removed from the position during or at the end of the training period, the employee shall receive the rate of the position to which said employee is assigned.

e. The Employer shall establish the hourly rate for any new or materially changed job and shall notify the Union in writing. If the Union files a written protest, the Union and the Employer shall jointly study the new or changed job title and its relationship to the other job titles in the Employer's system on the basis of factors and procedures customarily used in job evaluation programs and shall determine the appropriate hourly wage rate accordingly.

## ARTICLE 7

### NONDISCRIMINATION

It is mutually agreed that there shall be no discrimination because of race, color, religion, sex, age, marital status, national origin or physical disability unless based upon a bona fide job requirement. Union and Township representatives shall work cooperatively to assure the achievement of equal employment opportunities. Any employee who fails to cooperate to this end shall be subject to disciplinary action. Furthermore, employees who feel they have been discriminated against shall be encouraged to use the grievance provisions of this contract prior to seeking relief through other channels.



## ARTICLE 8

### HOURS OF WORK AND OVERTIME

Section 1. The normal week shall be from Monday to Friday, both inclusive, and shall comprise of five (5) days of eight (8) hours each, exclusive of one-half (1/2) hour lunch period. The working shift shall be as established by the department head.

Section 2. Any work performed beyond eight (8) hours in any one (day) or in excess of forty (40) hours during the normal work week shall be considered overtime and compensated for at one-half (1-1/2 times) the regular hourly rate of pay, except for those circumstances detailed in Section 4 below relating to minimum callback time.

#### Section 3. Overtime Guarantee - Certain Duties

Employees who are assigned weekends and holidays to maintain operations for the Sewerage System and Water System shall be paid for the following minimum hours per day at one and one-half times the regular hourly rate of pay:

Water System	- Six (6) hours
Sewerage System	- Five (5) hours

#### Section 4. Callback Time

Employees who are called back to work after 9:00 p.m. shall be paid for a minimum of two hours of work computed at their regular rate of pay. If they are required to work in excess of two hours, they shall be paid for the total number of hours worked on the callback at one-half (1-1/2) times the regular hourly rate of pay.

Employees called to work prior to the start of their normal shift shall be paid overtime rate for any such time worked provided that the employee complete his regular eight (8) hours of work that day.

Any employee starting work eight (8) hours prior to the start of their normal shift and continues to work when their normal shift starts continue to be paid overtime rates until such time the employee is released from work. If an employee is released from work before the end of their normal shift, they will be paid straight time for whatever hours remain in that shift.

#### Section 4a. Snow Removal and Emergency Time

In the event any employee works ten (10) straight hours in any given day, they shall be entitled to a half (1/2) hour break with no loss of pay, plus every five (5) hours thereafter, they shall be entitled to an additional half (1/2) hour break with no loss of pay. The Township will provide meals after every five (5) hours of work beyond normal hours.

#### Section 5. Coffee Break

During the normal eight (8) hour work day, a ten (10) minute coffee break shall be granted in the morning and in the afternoon. Within the limits of work required, every effort will be made to reasonably provide the coffee breaks between 9:00 a.m. and 10:00 a.m. and 1:30 p.m. and 2:30 p.m. Employees shall not leave an outside work site for said coffee breaks, but one person may be permitted to travel to purchase coffee for all men on a crew within the Limits of the work schedule.

#### Section 6. Wash-Up Time

The employees shall be entitled to a ten (10) minute wash-up time prior to lunch period and a ten (10) minute wash-up time at quitting time.

#### Section 7. Sunday Work

Except as outlined in Section 3 of this Article and the annual Leaf Collection Program and operation of P.V. Park, employees required to work Sunday will be paid twice (2x) the regular rates.

ARTICLE 9

HOLIDAYS

Section 1. The following days shall be paid holidays upon which the public offices of the Township shall be closed and on which the employees covered under this contract shall normally not be required to work, except on the case of special assignment or emergencies as determined by the Township Manager.

New Year's Day  
Martin Luther King's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Veteran's Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas

Section 2. Any employee required to work on a holiday shall be paid for such work at two (2) times the employee's regular rate of pay in addition to the eight (8) hours of Holiday pay.

Section 3. In the event that a holiday falls on Saturday, it shall be observed on the preceding Friday. In the event that a holiday falls on a Sunday, the holiday shall be observed on the following Monday.

Section 4. If a holiday falls within the vacation period of an employee, the employee shall receive pay for the same which shall not be charged as a vacation day.

ARTICLE 10

VACATIONS

Section 1. All full-time employees shall earn paid vacation leave for each full calendar month of employment in accordance with the following schedule:

<u>MONTHS OF CONTINUOUS SERVICE</u>	<u>DAYS OF VACATION LEAVE EARNED</u>
1 - 48	0.83
49 - 108	1.25
109- 228	1.67
229- 240	1.75
241- 252	1.83
253- 264	1.92
265- 276	2.00
277- 288	2.08
289- 300	2.17
301- 312	2.25
313- 324	2.33
325- 336	2.42
337+	2.50

Section 2. Earned vacation leave may be accumulated up to a maximum of 35 days. No time in excess of 35 days may be credited to an employee.

Section 3A. Vacations may be scheduled at any time during the calendar year in accordance with a vacation schedule developed by the Department Head and approved by the Township Manager. Requests for vacation leave at times other than the established vacation schedule must be submitted to the Department Head at least seven (7) days in advance of the requested leave. Vacation leave may be requested at any time up to the amount of vacation time that has been earned and credited to an employee at the time of the request.

Section 3B. During the first year of employment, an employee may request up to five days of unpaid vacation which shall not be deducted from an employee's earned vacation balance. Approval of this unpaid vacation shall be at the discretion of the Department Head and the Township Manager.

Section 3C. At no time shall an employee be eligible for vacation in excess of the amount earned and credited to the employee, with the exception as indicated in 3B above.

Section 4. Any employee who is separated from the Township for any cause not involving moral turpitude shall be paid for unused accumulated vacation providing that employees who resign shall give two (2) weeks' written notice.

## ARTICLE 11

### SICK LEAVE/ PERSONAL LEAVE DAYS AND WORKERS' COMPENSATION

Section 1. Employees shall be entitled to cumulative sick leave with pay on the basis of one (1) day per month to a total of twelve (12) days per year. Employees may be also granted three (3) personal leave days per calendar year deducted from earned sick leave.

Section 2. Employees may accumulate no more than one hundred (100) days of unused sick leave to be used for payment, per Section 3 of this Article.

Section 3. At retirement (termination in good standing after ten (10) years or more total service to the Township), accumulated sick days will be paid at the individual's then current rate on the basis of one (1) paid day for every two (2) sick days previously accumulated. The maximum payment sick leave under this section shall be for 100 accumulated sick days, resulting in a payment equivalent to 50 days after applying the 1 for 2 payment ratio indicated.

Section 4. In extenuating circumstances, the Township Manager, in his sole discretion, may grant long-term sick leave at full rate of pay for six (6) months, upon proper medical determination. An additional six (6) months leave may be provided at one half (1/2) of the employee's rate of pay - these provisions to be effective to be following the use of all available earned sick and vacation leave. No sick or vacation time shall be earned during the period that the employee is on extended sick leave under this provision.

Section 5. For employees injured on the job, the Township will supplement the amount of insurance coverage to provide that each employee shall receive full pay based upon his regular rate of pay for the first six (6) month period of the injury. After the first six (6) month period, the Township will continue to provide full pay until final judgment is made by the State Workers' Compensation Board, or until the employee is determined able to return to duty. During this period, the employee's accumulated sick leave will be applied at the rate of one third (1/3) per day. If accumulated sick leave expires during this period, the Township will continue full coverage.

Section 6. An employee who is absent due to illness shall upon request of the Department Head, submit a doctor's certificate indicating the nature of the illness and/or attesting to the recovery of said illness and the employee's ability to return to duty. The Township Manager may require an additional examination by a physician or physicians chosen by the Township Manager and paid by the Township certifying to the employee's complete recovery.

Section 7A. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be utilized for one (1) day periods when the presence of the employee is necessary to care for the employee's spouse, parents, or children due to illness or injury.

#### Section 7B.

Perpetual use of all available sick leave is indicative of either (1) abuse of sick time, or (2) a chronic illness or condition. For the purpose of this section, perpetual use of available sick time shall be defined as (1) the use of 10 or more sick days in a calendar year for other than an acute illness or injury, or (2) an accumulated sick leave balance of less than 2 x the number of full years of employment, unless the employee has experienced a serious acute illness or injury. In the event that an employee is identified to perpetually use all available sick time, the Township Manager may - (1) put the employee on notice that a doctor's note will be required for each sick day claimed by the employee, or (2) require that the employee be examined by a doctor of the Township's choosing to be examined for, and a course of treatment recommended for a chronic illness at the cost of the Township.

#### Section 7C.

Perpetual use of sick time which cannot be medically documented shall be cause for disciplinary action.

#### Section 8. Reporting Absence on Sick Leave

- a. If an employee is absent for reasons that entitle one to sick leave, one's supervisor shall be notified prior to the employee's starting time.
- b. Failure to so notify one's supervisor may be the cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
- c. Absence without notice for five (5) consecutive days shall constitute a resignation.

#### Section 9. Bereavement Leave

- a. In case of death in the immediate family, an employee, shall be granted up to three (3) days leave.
- b. Immediate family shall be defined as the employee's spouse, child, stepchild, mother, father, brother or sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, maternal or paternal grandparents.
- c. Reasonable verification of the event may be required by the Township.
- d. In the event of a death in the immediate family which would cause the employee to travel considerable distance or would otherwise entail additional time off, a maximum of five (5) days may be granted by the Township Manager at his discretion in unusual or extraordinary circumstances.

#### Section 10. Jury Duty

An employee who is called for jury duty shall be paid eight (8) hours straight time pay for scheduled working time lost.

## ARTICLE 12

### UNIFORMS

Section 1. The Township will provide each employee with uniforms for their use during working hours. The uniforms provided shall include shirts, trousers, work jacket and work shoes as designated by the Township. Each employee shall be allocated three hundred and twenty-five (\$325.00) dollars per year, plus one hundred and seventy-five (\$175.00) dollars per year for maintenance, cleaning and replacement of these uniforms along with an additional \$200.00 for the purchase of work shoes . Each employee shall wear a complete uniform when on duty. Failure to do so may result in disciplinary action.

Section 2. Clothing allowance check to be issued by February 1st of each year provided information is submitted in timely manner; is in compliance with the uniform list (attached to contract) and all receipts identifying items purchased have been submitted.

## ARTICLE 13

### INSURANCE AND PENSION BENEFITS

Section 1. The Township shall provide (at no cost) all employees within the bargaining unit and their dependents with Major Medical and hospitalization coverage, dental coverage and prescription plan coverage.

Section 2. All employees of this contracting unit are statutorily required to participate in the Public Employees Retirement System (PERS) administered by the New Jersey Department of Treasury.

Section 3. The Township shall pay one hundred percent (\$100%) of the premiums of a life insurance policy in the amount of six thousand five hundred (\$6,500.00) dollars for each employee.

Section 4. If any other employees in the Township of Pequannock receive any other health benefit which we are not enjoying, the said Township agrees to grant the same coverage, effective the first of the month following the granting of the benefit to other Township employees and to our members without negotiating.

Section 5. After twenty-five (25) years of continuous full-time service to the Township, an employee will receive paid health benefits (Major Medical and Hospitalization) until he/she is eligible for Medicare/Medicaid coverage at which time the Township will furnish at no cost supplemental Part B coverage.

Section 6. Effective January 1, 1998, all retired members that qualify for retired hospitalization coverage upon retirement from the Township shall be entitled to receive the same coverage for the retired member's spouse at a cost to the retired member of \$2,400.00 per year payable at a rate of \$200.00 per month. Said cost will be adjusted from time to time.

Section 7. Effective January 1, 2001, the Township shall also make available to all retired members hospitalization coverage for all dependents of the retired member at no cost to the Township. The cost of additional dependents' coverage will be assessed at their individual retired member's date of retirement and shall be payable on a monthly basis as outlined in Section 6.

## ARTICLE 14

### WAGES

Section 1. Increases shall be as described in Addendum A attached.



## ARTICLE 15

### GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Any difference or dispute between the Township and the Union relating to the terms and provisions of this Agreement or its interpretation or application of the enforcement thereof, shall be subject to the following procedures which shall be resorted to as the sole means of obtaining adjustment of the dispute, which shall hereafter be referred to as a "grievance."

Step 1a. The grievance, when it first arises, shall be taken up orally between the employee and his/her Foreman, or Department Head if there is no assigned foreman.

Step 1b. If no satisfactory settlement is reached during the first formal conference, then such grievance shall be reduced to writing by the employee and shall serve same upon the Director of Public Works or Director of Parks and Recreation. Within three (3) working days, thereafter, the grievance shall be formally discussed between the Director of Public Works or Director of Parks and Recreation and the employee.

Step 2. In the event the grievance is not satisfactorily settled by the discussion in Step 1, the moving party may appeal the grievance in writing to the Township Manager. Upon receipt of an appeal, a meeting shall be scheduled to discuss the grievance within ten (10) days of receipt of the appeal unless extended by mutual agreement. The decision of the Township Manager shall be made not later than five (5) working days after the meeting is held.

Step 3. In the event the grievance is not satisfactorily resolved in Step 2, then both parties agree that within ten (10) calendar days either party may request the New Jersey State Public Employment Relations Commission to aid them in the selection of an Arbitrator, according to the rules and regulations of that Commission, who shall have full power to hear and determine the dispute and the Arbitrator's decision shall be final and binding.

Section 2. The Arbitrator shall have no authority to change, modify, alter, substitute, add to or subtract from any provision of this Agreement. No dispute arising out of any questions pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

Section 3. The cost of the arbitration, other than costs incurred individually by the parties in the preparation and presentation of their case to the arbitrator, shall be shared equally between the Union and the Township.

ARTICLE 16

NO-STRIKE PLEDGE

Section 1. The Union 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 (i.e., the concerted failure to report for duty, or willful abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

Section 2. In the event of a strike, slowdown, walkout, or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.

Section 3. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Township.

Section 4. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its rights to seek and obtain such judicial relief as it may be entitled to have in Law or in equity for injunction or damages both in the event of such breach by the Local or its members.

## ARTICLE 17

### EMPLOYEE TRAINING

Section 1. The Township and Local 911 agree that training is an integral function of management and an essential requirement for all employees to promote acceptable and increased levels of competence.

Section 2. Local 911 agrees that it will encourage employees to maintain acceptable and increased Levels of competence by:

- a. Keeping abreast of changes occurring in their operations.
- b. Participating in development activities in order to perform more efficiently in current and future assignments.
- c. Utilizing and sharing with fellow employees new skills acquired through training.

Section 3. The Township Manager, Department Heads and Local 911 agree to meet to consider training and development programs for employees covered by this Agreement. Such programs as required by management shall include full reimbursement by the Township for approved courses which are completed by employees as part of the employee training program. The Township also agrees to reimburse employees for supplemental courses or programs providing the employee satisfactorily completes the same.

Section 4. Employees who are sent for schooling by the Township shall be reimbursed at the standard mileage rate upon submission of a signed voucher.

Section 5. If any employee is required to obtain a State license and this license is used for the Township, the employee shall receive a bonus of \$75.00 for each license. It is understood that this is a one-time payment upon receipt of the license.

Section 6. The Township agrees to reimburse employees for the cost of licenses and license renewals when job related. Proof of payment must be submitted.

**ARTICLE 18**

**EMPLOYEE PERFORMANCE**

Section 1. Local 911 agrees to support and cooperate with the Township of Pequannock in improving employee's performance. In furtherance thereof, Local 911 shall encourage all employees to;

- a. Maintain and improve levels of performance.
- b. Cooperate in the installation of methods and technological improvements and suggest other improvements where possible.
- c. Assist, where possible, in building goodwill between the Township of Pequannock and Local 911 and the public at large.

Section 2. Local 911 recognizes that it is the responsibility of the Department Head and the Township Manager to determine levels of performance for employees and to establish, standards and methods to provide services to the public in the most efficient manner possible. Local 911 pledges its cooperation in the attainment of such standards and methods.

**ARTICLE 19**

**OTHER ISSUES**

It is further agreed that any increased benefits relating to dental, optical or prescription drug plans granted to all other full-time Township employees shall be also automatically provided to the employees covered by this Agreement effective upon the same date as provided to all other employees. Additional enhancements to any coverages or provisions provided under this agreement must be negotiated.

**ARTICLE 20**

**EDUCATIONAL FUND**

The Employer agrees to contribute one cent (\$.01) per hour to the Local 911 Educational Program for all hours an employee receives pay. Such Fund is to be administered in accordance with International Union of Production, Clerical & Public Employees, Local 911, Welfare Plan Trust Agreement by an equal number of Employer and Employee Trustees.

ARTICLE 21

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations and supersedes and cancels all prior practices and Agreements whether written or oral unless expressly stated to the contrary. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or act covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 22

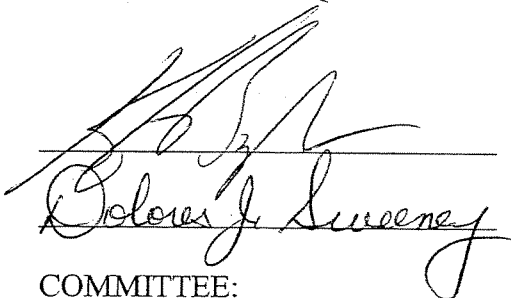
TERM AND RENEWAL

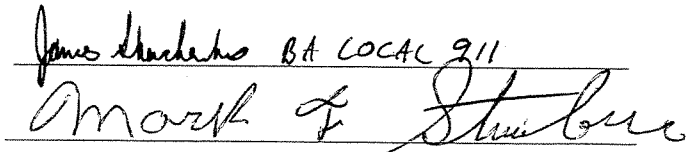
This Agreement shall be in full force and effect as of January 1, 2004, and shall remain in effect to and including December 31, 2006, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice in writing, no sooner than one hundred and fifty (150) days, nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS THEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers as of the day and year first above written.

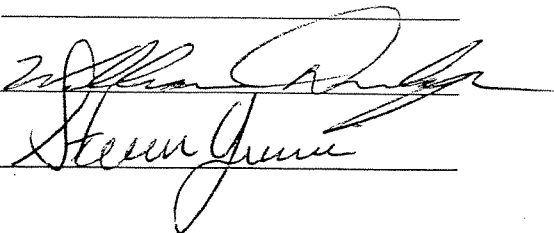
TOWNSHIP OF PEQUANNOCK

LOCAL 911, INTERNATIONAL UNION OF PRODUCTION, CLERICAL & PUBLIC EMPLOYEES

  
Dolores J. Lweeney

  
James Markelich BA LOCAL 911  
Mark F. Sturber

COMMITTEE:

  
Steven Gunn

TOWNSHIP of PEQUANNOCK  
 NATIONAL UNION of PUBLIC EMPLOYEES

Implementation of Wage Scale

Proposed Wage Scale - 2004

Increase Key Rate by 4.0% for Employees hired since 1/1/1998

Years of Service	Maint I	Maint II	Maint III
<1	\$12.37	\$13.75	\$15.28
1	\$13.20	\$14.67	\$16.30
2	\$14.02	\$15.58	\$17.31
3	\$14.85	\$16.50	\$18.33
4	\$15.67	\$17.42	\$19.35
5	<b>\$16.50</b>	<b>\$18.33</b>	<b>\$20.37</b>

Rates as Annual Salaries

Years of Service	Maint I	Maint II	Maint III
<1	\$25,729.60	\$28,579.20	\$31,761.60
1	\$27,435.20	\$30,492.80	\$33,883.20
2	\$29,161.60	\$32,406.40	\$36,004.80
3	\$30,867.20	\$34,299.20	\$38,126.40
4	\$32,593.60	\$36,212.80	\$40,248.00
5	\$34,299.20	\$38,126.40	\$42,369.60

Scale Set-up:

\* All Rates are a percentage of the Top Rate for Maint III so that in future contracts the negotiated increase is applied to that rate - all other rates are changed automatically using the same scale.

Years of Service	Maint I	Maint II	Maint III
<1	75% Maint 1 Top	75% Maint 2 Top	75% Maint 3 Top
1	80% Maint 1 Top	80% Maint 2 Top	80% Maint 3 Top
2	85% Maint 1 Top	85% Maint 2 Top	85% Maint 3 Top
3	90% Maint 1 Top	90% Maint 2 Top	90% Maint 3 Top
4	95% Maint 1 Top	95% Maint 2 Top	95% Maint 3 Top
5	90% Maint 2 Top	90% Maint 3 Top	<b>Key Rate</b>

TOWNSHIP of PEQUANNOCK  
 NATIONAL UNION of PUBLIC EMPLOYEES  
 Implementation of Wage Scale

Proposed Wage Scale - 2005

Increase Key Rate by 3.75% for Employees hired since 1/1/1998

Years of Service	Maint I	Maint II	Maint III
<1	\$12.84	\$14.26	\$15.85
1	\$13.69	\$15.21	\$16.90
2	\$14.55	\$16.16	\$17.96
3	\$15.40	\$17.12	\$19.02
4	\$16.26	\$18.07	\$20.07
5	<b>\$17.12</b>	<b>\$19.02</b>	<b>\$21.13</b>

Rates as Annual Salaries

Years of Service	Maint I	Maint II	Maint III
<1	\$26,686.40	\$29,660.80	\$32,947.20
1	\$28,475.20	\$31,636.80	\$35,152.00
2	\$30,243.20	\$33,612.80	\$37,356.80
3	\$32,032.00	\$35,588.80	\$39,540.80
4	\$33,800.00	\$37,564.80	\$41,745.60
5	\$35,588.80	\$39,540.80	\$43,950.40

Scale Set-up:

\* All Rates are a percentage of the Top Rate for Maint III so that in future contracts the negotiated increase is applied to that rate - all other rates are changed automatically using the same scale.

Years of Service	Maint I	Maint II	Maint III
<1	75% Maint 1 Top	75% Maint 2 Top	75% Maint 3 Top
1	80% Maint 1 Top	80% Maint 2 Top	80% Maint 3 Top
2	85% Maint 1 Top	85% Maint 2 Top	85% Maint 3 Top
3	90% Maint 1 Top	90% Maint 2 Top	90% Maint 3 Top
4	95% Maint 1 Top	95% Maint 2 Top	95% Maint 3 Top
5	90% Maint 2 Top	90% Maint 3 Top	<b>Key Rate</b>

TOWNSHIP of PEQUANNOCK  
 NATIONAL UNION of PUBLIC EMPLOYEES  
 Implementation of Wage Scale

Proposed Wage Scale - 2006

Increase Key Rate by 4.0% for Employees hired since 1/1/1998

Years of Service	Maint I	Maint II	Maint III
<1	\$13.35	\$14.84	\$16.49
1	\$14.24	\$15.83	\$17.58
2	\$15.13	\$16.81	\$18.68
3	\$16.02	\$17.80	\$19.78
4	\$16.91	\$18.79	\$20.88
5	<b>\$17.80</b>	<b>\$19.78</b>	<b>\$21.98</b>

Rates as Annual Salaries

Years of Service	Maint I	Maint II	Maint III
<1	\$27,768.00	\$30,846.40	\$34,278.40
1	\$29,619.20	\$32,905.60	\$36,566.40
2	\$31,470.40	\$34,964.80	\$38,854.40
3	\$33,321.60	\$37,024.00	\$41,142.40
4	\$35,172.80	\$39,083.20	\$43,430.40
5	\$37,024.00	\$41,142.40	\$45,718.40

Scale Set-up:

\* All Rates are a percentage of the Top Rate for Maint III so that in future contracts the negotiated increase is applied to that rate - all other rates are changed automatically using the same scale.

Years of Service	Maint I	Maint II	Maint III
<1	75% Maint 1 Top	75% Maint 2 Top	75% Maint 3 Top
1	80% Maint 1 Top	80% Maint 2 Top	80% Maint 3 Top
2	85% Maint 1 Top	85% Maint 2 Top	85% Maint 3 Top
3	90% Maint 1 Top	90% Maint 2 Top	90% Maint 3 Top
4	95% Maint 1 Top	95% Maint 2 Top	95% Maint 3 Top
5	90% Maint 2 Top	90% Maint 3 Top	<b>Key Rate</b>



TOWNSHIP of PEQUANNOCK  
**NATIONAL UNION of PUBLIC EMPLOYEES**  
**Implementation of Wage Scale**  
Proposed Wage Scale  
Scale for Employees Hired Prior to 1/1/1998

Year	Increase	Maint I	Maint II	Maint III	Foreman / Mechanic
2004	4.00%	\$17.72	\$19.07	\$21.15	\$22.98
2005	3.75%	\$18.38	\$19.78	\$21.94	\$23.85
2006	4.00%	\$19.12	\$20.57	\$22.82	\$24.80

Rates as Annual Salaries

Year		Maint I	Maint II	Maint III	Foreman / Mechanic
2004	4.00%	\$36,858	\$39,666	\$43,992	\$47,798
2005	3.75%	\$38,230	\$41,142	\$45,635	\$49,608
2006	4.00%	\$39,770	\$42,786	\$47,466	\$51,584