

AGREEMENT

Between

THE TOWNSHIP OF FAIRFIELD

And

NEW JERSEY CIVIL SERVICE ASSOCIATION, CUMBERLAND
COUNCIL #18

January 1, 2019 through December 31, 2021

PREAMBLE

THIS AGREEMENT entered into this 1st day of January in the year of 2019 and between **THE TOWNSHIP OF FAIRFIELD** in the County of Cumberland, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "EMPLOYER", and **NEW JERSEY CIVIL SERVICE ASSOCIATION, CUMBERLAND COUNCIL #18**, hereinafter referred to as the "ASSOCIATION".

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, the Association and the citizens of the Township of Fairfield.

ARTICLE 1. RECOGNITION OF RIGHTS/LIMITATIONS

1:1. Recognition of Association

Pursuant to and in accordance with all applicable provisions of the New Jersey Employer-Employees Relations Act, Chapter 303 of the Laws of 1968 (N.J.S.A 34: 13A-1 et seq.), as amended, the Employer does hereby recognize the Association as the sole and exclusive representative of all full-time and regular part-time employees of The Township of Fairfield, excepting that this representation shall not extend to (1) the Township Clerk, (2) the Chief Financial officer, (3) any management executive or supervisor within the meaning of the afore-referenced Act or (4) any person otherwise excluded by Law from the Bargaining unit.

1:2. Management Rights

1:2.1. The Employer hereby reserves and retains unto itself those powers, rights, authority, duties and responsibilities conferred upon and vested in it by law including, but not limited to, the right to (a) manage and administer the affairs, property and operations of Employer, (b) direct its working forces and operations and (c) hire, promote, assign and discipline employees in accordance with law.

1:2.2. The powers, rights, authority, duties and responsibilities of the Employer, as described above, and the exercise of discretion pursuant thereto, shall be limited only by the requirement of conformity with the Laws of the United States of America, the Laws of the State of New Jersey, the rules, regulations and/or directives promulgated thereunder, the terms of the Collective Bargaining Agreement and the past practice of the parties when not in contravention of any of the foregoing authorities.

1:3. Prohibited Actions

1:3.1. The Employer and the Association agree that there shall not be any discrimination against any employee within the Bargaining Unit because of age, sex, marital status, race, color, religion, national origin, physical ability, political affiliation or Association membership.

1:3.2 During the term of this Agreement, the Association agrees not to engage in or support any strike, work stoppage, slow-down or other similar concerted action by employees within the Bargaining Unit nor shall any Association representative engage in any individual action or conduct which has the purpose of inducing said employees to engage in such prohibited activities

1:3.3. During the term of this Agreement, the Employer agrees not to seek reprisals, penalize, discipline or otherwise discriminate against any individual Association representative or employee within the Bargaining Unit as a result of said individual asserting any right conferred upon said individual or the membership as a whole by the terms of this Collective Bargaining Agreement nor shall the Employer or any representative of Employer institute, engage in or support a lock-out of the employees within the Bargaining Unit.

ARTICLE 2. ASSOCIATION REPRESENTATION

2:1. Designation of Stewards/Alternates

2:1.1. There shall be one (1) duly selected representative of the Association from the membership of the Bargaining Unit, hereafter "Steward", and one (1) Alternate.

2:1.2. The Association has the exclusive right and discretion in the designation of the Steward and the Alternate as well as the delineation of their respective responsibilities and authority to act for and on behalf of the Association.

2:1.3. An Alternate will be provided the recognition and privileges afforded a Steward, as set forth in this Agreement, in any instance where a Steward is unable to perform his or her duties due to absence, illness or employment responsibilities or the Alternate is otherwise designated to do so by the Steward or Association.

2:1.4. The Association will provide the Employer with the names of the duly selected Steward and Alternate and will promptly notify the Employer of any changes in said designations during the term of this Agreement.

2:2. Access to Employees

2:2.1. Association representatives will have appropriate and reasonable access to employees within the Bargaining Unit for the purpose of administering this Agreement and/or related Association business providing that said activity is confined to non-working hours (prior to and after the scheduled work day, lunch and break periods) unless prior approval is obtained from the appropriate representative of the Employer and said activity does not interfere with the work assignment(s) of the Steward and/or employees.

2:2.2. The Association shall be permitted to conduct meetings with the employees at the office location maintained by Employer, provided that space is available and approval is obtained in advance of the date and time of said meeting from the designated representative of the Employer. The Association shall hold the Employer harmless with respect to any injuries to non-employees in attendance at such meetings.

2:2.3. The Association shall have access to a bulletin board prominently located in each of the general working areas maintained by Employer. The Association may post any appropriate material pertaining to Association business, providing that said material is not profane, obscene or defamatory in nature. Materials shall be posted or removed only by the Steward or other designated representative of the Association. All postings shall contain the signature of the Steward or such representative.

2:2.4. The Steward shall have the right to distribute information pertaining to Association business to employees at their desks/work stations during non-working hours.

2:2.5. In order to properly administer the terms of this Agreement, the Steward may utilize telephone and inter-office(s) mail systems, other than the fax system, with the prior approval of the designated representative of the Employer.

2:2.6. The Employer will permit a thirty (30) minute orientation session between any new employee and an Association representative within one (1) month of said employee's date of hire. Association representatives may utilize said session to familiarize said employee with the terms of the Collective Bargaining Agreement as well as related benefits of his or her employment and Association membership.

2:3. Leave for Association Representatives

2:3.1. The Steward shall be permitted during working hours without loss of pay to investigate and process a grievance on behalf of an employee in the Bargaining Unit and/or to represent said employee at a grievance proceeding provided that same does not interfere with the work assignments of the Steward and that the amount of time spent on a particular grievance does not exceed one-half (½) day.

2:3.2. The Steward shall be permitted during working hours without loss of pay to attend conferences required by the Employer concerning the administration of the Collective Bargaining Agreement provided that same does not interfere with the work assignments of the Steward.

2:3.3. The Shop Steward and Alternate shall be permitted one day leave with pay during the term of this Agreement to attend training sponsored or conducted by the Association. Said attendance shall be with the prior approval of the Employer which shall not be unreasonably withheld by Employer.

2:4. Payroll Deduction of Membership Dues.

2:4.1. Pursuant to and in accordance with all applicable provisions of the New Jersey Employer-Employees Relation Act, Chapter 303 of the Laws of 1968 (NJSA 34: 13A-1 et seq.), as amended, the Employer agrees to deduct from the regular pay of employees included in this Bargaining Unit the membership dues for the Association provided that dues deduction cards are supplied by the Association in conformity with statutory requirements and signed by the employee, and are submitted to the Employer. It is further agreed that the Employer shall remit such

deductions to the Association prior to the tenth (10th) day of the month following any month during which said deductions have been made by the Employer.

2:4.2. The Association shall certify to the Employer the amount of said membership dues to be so deducted and, if there shall be any change in the rate of membership dues during the term of this Agreement, the Association shall furnish to the Employer written notice of same thirty (30) days prior to the effective date of such change.

2:4.3. A request by any employee to terminate the deduction of Association dues from his or her regular pay must be in writing and tendered to the appropriate authorized representatives of the Employer and the Association. Said termination shall be effective as of January 1 or July 1, next succeeding the date on which the employee has complied with the provisions of this paragraph.

2:4.4. Any employee on a leave of absence without pay or on suspension, who has previously signed an authorization for membership dues deduction and has not timely withdrawn said authorization, shall have dues deducted from his or her regular pay in the following full pay period upon return to active employment.

2:4.5. The Association hereby indemnifies, saves and holds the Employer harmless against any and all claims, demands, causes of action or other forms of liability arising from or relating to any action taken by the Employer in reliance upon the membership dues deduction authorizations submitted by the Association herein.

2:5. Payroll Deduction of Representation Fee.

2:5.1. The purpose of this paragraph is to provide for payment of representation fees as set forth in the New Jersey Employer-Employees Relations Act, Chapter 477 of the Laws of 1979 (N.J.S.A. 34:13A-1, et seq.), as amended, and any provisions herein which may be inconsistent with said Law shall be deemed to be modified to conform with the then existing statutory requirements and/or the rules and regulations promulgated thereunder.

2:5.2. If an employee in the Bargaining Unit is not a member of the Association during the term of this Agreement and during the period, if any, between successive Agreements, such employee shall be required to pay a representation fee to the Association during such term or period. The purpose of the representation fee is to provide payment to the Association in lieu of dues for services rendered by the Association which benefit all employees of the Bargaining Unit and thereby offset the costs of services rendered by the Association as majority representative.

In order to adequately offset the costs of services rendered by the Association, representation fees shall be eighty-five (85%) Percent of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members. The foregoing percentage is set forth solely because same is the maximum presently permitted by Law. In the event that the amount of said representation fee is modified by the Legislature, the amount of the representation fee herein will automatically be modified to the maximum then allowed by the Legislature.

2:5.3. The Employer shall submit a current list of all employees in the Bargaining Unit to the Association on a monthly basis. The Association shall submit to the Employer a list of those employees in the Bargaining Unit who have not chosen to be members of the Association. The Employer shall deduct from the salary of such employees in accordance with this Section 2.5.4, below, the full amount of the representation fee and shall transmit same promptly to the Association. The Association shall notify the Employer in writing of any change in the list and/or the amount of the representation fee.

2:5.4. The Employer shall deduct the representation fee in equal installments, as nearly as possible, from the regular pay of each employee on the aforesaid list during the membership period fixed by the Association. The deduction will begin with the first regular pay of the employee not less than ten (10) days after the receipt of the aforesaid list by the Employer or thirty (30) days after the employee has commenced employment. If an employee previously served in a Bargaining Unit position and continued in the employ of the Employer in a Non- Bargaining Unit position or was on layoff or suspension, said deduction will commence with the first regular pay not less than ten (10) days after the resumption of the employee's employment in a Bargaining Unit position. Except as otherwise provided herein, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be identical to those used for the deduction and transmission of regular membership dues paid to the Association by payroll deduction as set forth in Section 2.4. above.

2:5.5. Pursuant to the following provisions, any employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the Association a return of any portion of that fee representing the employee's additional pro-rata share of expenditures by the Association that are either in aid of activities or causes of a partisan, political or ideological nature and only incidentally related to the terms and conditions of employment or applied toward the costs of any other benefits available only to members of the Association. The pro-rata share subject to refund shall not reflect the cost of support of lobbying activities designed to foster policy goals in collective bargaining negotiations and contract administration or to secure for the employees' advantages in wages, hours and other conditions of employment in addition to those secured through collective negotiations with the Employer.

a. An employee who claims that he or she is entitled to a return of a part or all of the representation fee on the grounds set forth above or otherwise, shall make such a claim in writing to the Association. The written claim shall set forth to the fullest extent possible the facts underlying said claim. All such claims by an employee are waived if not presented to the Association within ninety (90) days of the commencement of the payment of the representation fee. Additionally, claims may only be presented as set forth herein on or before February 1 of each year succeeding year or such claims are waived for that calendar year.

b. Within sixty (60) days after receipt of the written claim of an employee as set forth above, the Association shall investigate the claim and prepare and submit to the employee a written response to the claim.

c. If an employee is dissatisfied with the response of the Association, or if the Association fails to respond within the aforesaid sixty (60) days, the employee may appeal to the "Demand and Return" Committee of the Association for a hearing regarding the claim. Such appeal must be submitted to the Committee no later than thirty (30) days after receipt of the response of the Association or no later than ninety (90) days after the initial claim is made if there has been no response by the Association. Any appeal which is not made in a timely fashion shall be deemed waived by the employee. The appeal shall be in writing and shall set forth to the fullest extent possible the facts underlying said appeal.

d. Within sixty (60) days after receipt of the foregoing appeal, the "Demand and Return" Committee shall afford to the employee and the Association a full and fair proceeding with regard to the claim of the employee. Such claim must be based upon the criteria set forth in Subparagraph (e), immediately below. The burden of proof shall be on the Association at such proceeding. The Committee shall render its decision within twenty (20) days after the close of said proceedings.

e. If the employee is dissatisfied with the determination of said Committee, he may appeal the matter to the Appeal Board established for this purpose pursuant to the New Jersey Public Employer-Employees Relations Act, Chapter 477 of the Laws of 1979 (N.J.SA 34: 13A-1, et seq.), as amended, in accordance with procedures established by the Public Employees Relations Commission.

f. The purpose of the within procedure is to provide for a "demand and return" system through full and fair proceedings placing the burden of proof on the majority representative pursuant to the applicable statutory requirements and any amendments thereto. This procedure is to be liberally construed to be consistent with the statutory requirements and any rules and regulations promulgated thereunder.

2:5.6 All notices referred to in the foregoing provisions relating to the representation fee shall be deemed given when mailed to the appropriate party at his, her or its last known mailing address.

ARTICLE 3. GRIEVANCE PROCEDURE

3:1. Definitions

3:1.1. Grievance. A "grievance" is a claim by an employee within the Bargaining Unit or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions or practices affecting one or more employees within the Bargaining Unit.

3:1.2. Aggrieved Person. An "aggrieved person" is the person or the Association making the claim.

3:1.3. Party In Interest. A "party in interest" is the person making the claim and any individual including the Association or the Employer who might be required to take action or against whom action might be taken in order to resolve the claim.

3:2. Purpose of Procedure

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

3:3. Procedure

3:3.1. Level One - Supervisor. An aggrieved person shall first submit the grievance in writing to his or her supervisor within ten (10) working days of its occurrence or within ten (10) working days of the aggrieved person having knowledge or being reasonably expected to have knowledge of its occurrence. Failure to so act shall constitute an abandonment of said grievance. In the event the aggrieved person does not have an immediate supervisor, the grievance shall be commenced at Level Two.

3:3.2. Level Two - Township Administrator or Other Designated Representative. If the aggrieved person is not satisfied with the disposition of his or her grievance at Level One, or if a decision has not been rendered within ten (10) working days of submission of the grievance, he or she may submit the grievance in writing to the Township Administrator or other designated representative of the Employer within ten (10) working days of the decision at Level One or within ten (10) working days from the last day on which the decision should have been rendered at Level One, whichever is sooner'. In the event the grievance is commenced at Level Two, an aggrieved person shall submit the grievance in writing within ten (10) working days of its occurrence or within ten (10) working days of the aggrieved person having knowledge or being reasonably expected to have knowledge of its occurrence.

3:3.3. Level Three - Township Committee. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two or if a decision has not been rendered within ten (10) working days of submission of the grievance at said level, the aggrieved person may submit the grievance in writing to the Township Committee within ten (10) working days of the decision at Level Two or within ten (10) working days from the last day on which the decision should have been rendered at Level Two, whichever is sooner. The aggrieved person and/or a representative of the Association shall be permitted to present the grievance before the Township Committee, or to the designated hearing officer of the Township Committee. In the event that the Township Committee chooses to designate a hearing officer to decide a Level Three grievance, the Hearing Officer shall provide a recommendation to the Township Committee, either orally or in writing, upon which the Township Committee shall then make a final determination for a Level Three grievance.

3:3.4. Level Four - Binding Arbitration. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if a decision has not been rendered by the Township Committee within ten (45) working days of the presentation of the grievance to the Township Committee or Hearing Officer, the aggrieved person may request in writing that the Association submit the grievance to arbitration. Said request must be submitted to the Association in writing

by the Employee with notice to the designated representative of Employer. If the Association, in its sole discretion, determines that it is appropriate to submit the grievance to arbitration, it may do so within thirty (30) working days of receipt of the request from the aggrieved person.

(a) The Employer and the Association shall request a list of arbitrators from the Public Employees Relations Commission. The parties shall then be bound by the applicable rules and procedures of arbitration.

(b) The arbitrator's decision shall be final and binding upon the parties.

(c) In the event the arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator.

(d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, if applicable, shall be borne equally by the Association and the Employer. The Employer shall provide the hearing room. Any other expenses incurred including the cost of a transcript, if applicable, shall be paid by the party incurring same.

3:4. Right of Representation.

3:4.1. Representation. Any aggrieved person may represent himself or herself at all stages of the grievance procedure or, at his or her option, by authorized Association representative(s), including counsel retained by the Association, or retained counsel of the aggrieved person's own choice and expense.

3:4.2. Outside Counsel. If an aggrieved person chooses to retain legal counsel of his or her own choice, as described immediately above, the Association shall not be responsible for the payment of fees or expenses of said counsel.

3:5. Rights of Association.

3:5.1. Notice. Whether an employee is represented by the Association or not, the Association shall receive separate notice of the decision from the Employer rendered at each level of the grievance procedure.

3:5.2. Continuation of Grievance. The Association may continue a grievance through all applicable levels of this procedure even though the aggrieved person does not wish to do so if said grievance may affect or otherwise has application to a group or class of employees within the Bargaining Unit.

3:5.3. Group Grievance. If, in the sole discretion of the Association, a Grievance affects a group of employees within the Bargaining Unit, the Association may submit such grievance directly to the Township Administrator or other designated representative of the Employer and the processing of such grievance shall commence at Level Two.

3:6. Miscellaneous.

3:6.1. Written Decisions. Decisions rendered at Levels One, Two and Three herein shall be in writing, setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in §3:3.4, above.

3:6.2. Time Limitations. The time limitations indicated at each level should be considered as maximum limitations and binding upon the parties. Every effort should be made to expedite the process. Said time limitations may, however, be extended by mutual agreement in writing. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to be conclusive. If any grievance is not processed to the next succeeding step in the grievance procedure within the limits prescribed thereunder, then the disposition of the grievance at the last step shall be deemed conclusive. Failure to respond by the time limits established shall be deemed a denial.

3:6.3. Reprisals. Reprisals of any nature, kind or degree shall not be taken by the Employer or by its representatives, agents, or employees against any party in interest, any representative or member of the Association or any other participant in the grievance procedure by reason of such participation.

3:6.4. Form of Grievance. The form for the filing/processing of a grievance is attached hereto and made a part hereof as Appendix "A".

3:6.5. Limitation of Association Responsibility. Any provision contained within this Article or elsewhere in this Agreement shall not be construed as requiring the Association to submit a grievance to arbitration or to represent an employee in any proceedings instituted with the New Jersey Public Employment Relations Commission. The Association's decision to process any grievance at any step or to terminate the grievance proceedings at any step shall be final as to the interests of the grievant and the Association.

3:6.6. Informal Resolutions. Any provision contained within this Article shall not be construed to discourage or prohibit an aggrieved person and/or the Association from pursuing informal efforts with the Employer to effectuate a prompt and amicable resolution of the matter in controversy.

ARTICLE 4. SALARY AND RELATED COMPENSATION.

4:1. Salary.

4:1.1. The parties acknowledge the existence and continuation during the term of this Collective Bargaining Agreement of a salary program for employees within the bargaining unit.

(a) Effective January 1, 2019, each employee within the bargaining unit shall have his or her base salary adjusted to reflect the percentage rate in Appendix "B". Said rate shall continue to increase each successive year as indicated in Appendix "B".

(b) The Employer shall continue to provide a direct deposit program for employees. Employees enrolled in the direct deposit program may opt to receive a paper copy of their pay stub for each payday throughout the term of this Agreement.

4:1.2. The Employer shall pay employees every two (2) weeks, twenty-six (26) pay periods per year, beginning on the second Friday of each year and every other week thereafter.

4:1.3. All employees will be put on a two (2) week holding period before a pay is issued.

4:1.4. If a payday falls on a holiday, paychecks will be issued on the preceding workday.

4:1.5. Full-time employment will commence upon working a fixed minimum of 32 hours per week.

4:2. Overtime Pay.

4:2.1. All authorized overtime work beyond forty (40) hours in any week by an employee in a fixed work week classification shall be compensated at one and one-half (1 1/2%) times the employee's hourly rate of pay. Overtime must be authorized in advance by the designated Employer representative.

4:2.2. Call-In Pay. Employees called in to work shall receive a minimum 2.5 hours call-in time payable at time and one-half after forty (40) hours.

4:2.3. Roll-Off Truck Pay

All employees shall be paid at a rate of \$14.00/hour for all hours worked driving the roll off truck.

4:3. Uniforms.

The Employer shall furnish appropriate uniforms to the employees of the Emergency Medical Technicians, school crossing Guards, and public works employees.

Fulltime EMT's - Initial issue - three (3) pairs of pants, three (3) summer shirts, three (3) winter shirts, one (1) pair of boots.

Part Time EMT's - Initial issue - two (2) pairs of pants, two (2) summer shirts, two (2) winter shirts, one (1) pair of boots.

Public Works – All Public Works employees shall receive an annual stipend account in the amount of \$1,300.00 representing uniform costs. Any unused portion of the stipend will be forfeited at the end of each year.

Cleaning of Public Works Uniforms - All uniforms shall be cleaned and returned at the employer's expense by the service provided by the employer.

Replenishment of uniforms/equipment issued - all equipment issued to the employee, i.e. boots/uniforms, shall be replenished after submission and review by the employer to determine wear, use, and need. Any abuse of the equipment beyond customary care shall result in denial and replenishment shall occur at the employee's expense.

4:4. Equipment and property.

4:4.1. Any damage to or loss of Township equipment or property shall be reported as immediately as possible under the circumstances and no later than within twenty-four (24) hours of such loss or damage, to an employee's immediate supervisor or the designated Employer representative.

4:4.2. An employee shall be responsible for damage to or loss of Township property and/or equipment caused by the employee's negligence.

4:4.3. Upon termination of employment, an employee shall return to the Employer any equipment and/or property (i.e., ID card, tools, keys, uniforms, etc.) assigned to him/her before the issuance of his/her final paycheck.

4:5. Travel Allowance.

Travel Allowance: Mileage will be paid by the Township of Fairfield to the employee at a rate of forty-five (\$.45) cents per mile, if the Township Administrator shall determine such transportation is necessary and does not provide such transportation by a Township vehicle. In addition, reimbursement of tolls shall be given. Such expense accounts with receipts will be submitted monthly to the Township Administrator no later than one (1) month after the expense may be incurred by the employee.

4:6. Retirement Benefits.

4:6.1. Leave With Pay. Upon retirement after the completion of twenty (20) years of service, a permanent full-time employee shall be entitled to fifteen (15) calendar days leave with pay. Such leave shall be in addition to any other benefits due the employee upon retirement.

4:7. Commercial Drivers License.

All employees hired into a position or title which requires a Commercial Driver's License (CDL) shall obtain said license as a condition of employment. Employees in a job title requiring a CDL who do not currently possess a CDL shall obtain said license within ninety (90) days from the date they are given notice by the Employer. The Employer shall pay for the physicals and drug screening for same.

4:8. Training.

4:8.1. The Township agrees to pay and/or reimburse for EMT Recertification classes at once every three years at the following cost once every three (3) years:

2019 - Up to \$550.00

2020 - Up to \$550.00

2021 - Up to \$650.00

The Township shall reimburse EMT's for this expense on the payroll date immediately following the submission of appropriate proof of enrollment in certification training.

4:8.2. Should the Township require or approve attendance at training outside the normal work hours, it is the employer's sole choice to provide transportation, and whether payment in salary or compensatory time off for hours while in attendance. This does not include commute time to and from the training site nor hours due to an early dismissal of training class. All payments in salary or compensatory time off shall be at a rate of straight time unless it exceeds 40 hours per week. After 40 hours it will be at a rate commensurate with FLSA law. If Compensatory time off is granted both the employer and employee will agree when the time shall be taken. If no pre-agreement is reached attendance at the training will not occur. The employee shall submit with time card records certification of hours of attendance at training.

EXAMPLE:

Employee "A" Works 4 hours per day/20 hrs. per week.

1. Submits Training for 16 hours, 1 hours per day in Trenton, on two consecutive Saturdays. Employer agrees, provides no transportation, etc. Employer grants two pre-selected days off each following week with pay. Employee actually only works 12 hours for Employer but is paid for 20 hours All agree and training is attended by employee. Employee disagrees; training is not attended Employee "B" Works 4 hours per day/20 hrs. per week.

2. Submits Training for 16 hours, 8 hours per day in Trenton, on two consecutive Saturdays. Employer agrees, provides no transportation, etc. Employer grants two pre-selected days off each following week with pay. Employee actually only works 12 hours for Employer. Early dismissal of one training class result only in 4 hours not 8 hours of class. Employee is only paid the for 16 hours that week, not 20 hours.

4:8.3 Should an employee attend a training class paid for by the Township required to either obtain or maintain a certification and fail to successfully pass the course, the employee shall be responsible for all future costs for any repeat of the course.

4:8.4 Employees who receive any educational assistance or tuition reimbursement must remain in the Township's employ for at least twelve (12) months following completion of the course, certification or seminar. Employees who voluntarily terminate their employment with the

Township within the twelve (12) month period must reimburse the Township for the educational assistance or tuition costs of the course, certification or seminar prior to receiving their final pay.

ARTICLE 5. BENEFITS

5:1 Health Benefits.

5:1.1. Eligible Employees. "Eligible Employees" shall be defined herein as all permanent full-time employees who have completed (90) calendar days of employment.

5:1.2. Hospitalization. Eligible employees shall continue to receive the benefit of participating in the Health Care/Hospitalization Plan as funded and administered by the Employer and in effect immediately prior to the effective date of this Agreement.

5:1.3. Prescription Drug Program. Eligible employees within the Bargaining Unit shall continue to receive the benefit of participation in the Prescription Drug Benefit Program as funded and administered by the Employer and in effect immediately prior to the effective date of this Agreement.

5:1.4. Optical Insurance Coverage. Eligible employees within the Bargaining Unit shall continue to receive the benefit of participation in the Optical Insurance Program as funded and administered by the Employer and in effect immediately prior to the effective date of this Agreement.

5:1.5. Spouse and Dependent Coverage. The foregoing coverage as set forth in §5:1.2 through §5:1.4 above, shall be provided by the Employer to the extent of fifty percent (50%) of the costs of same for an eligible employee's spouse and emancipated children.

5:1.6. Cobra Coverage. An employee who loses entitlement to receive the health care coverage set forth in §5:1.2 and §5:1.3 above, shall have the option to individually pay the necessary premiums/fees to continue said coverage to the extent and for the length of time required of the Employer by Federal Law (COBRA)

5:1.7. Employee Contribution.

Employees participating in the Township's medical plan shall pay in accordance with New Jersey Chapter 78, Existing employees shall pay per NJ Law requirements either 1.5% of their actual or projected salary for the year or the percentage as stated in the charts provided under Chapter 78 where applicable, of the medical premium based on their actual or projected salary for the year. Medical premium shall be defined as the following costs, medical premium + dental premium + vision premium + prescription premium. Any new employee shall enter at the fourth-year level in keeping with Chapter 78.

1. The employee's contribution is the higher of 1.5% of base salary or the amount of health care costs based on the table calculation, regardless of a lower percentage stated in the charts attached, in Appendix A

Example:

Existing employee

Present Medical Cost i.e. \$750.00/month
Annual Salary \$20,000/year
1.5% of \$20,000: \$300/year or \$25/month

Chapter 78 Costs

1.38% of \$750.00: \$124.20 / year or \$10.35/month
Premium percentage first year based on salary as it is higher

New employee hired after 6/28/11

Employee makes health benefits contribution at the c.78 Year 4 phase-in rate (full contribution) upon starting employment.

EXAMPLE: New Employee
Chapter 78
1.5 % of \$20,000/year
Premium percentage fourth year based on salary

5:2. Life Insurance.

All permanent full-time employees shall continue to receive the life insurance benefits in effect immediately preceding the effective date of this Agreement.

5:3. Temporary Disability Insurance.

All permanent full-time employees shall continue to receive the benefit of participation in the state disability insurance program in effect immediately preceding the effective date of this Agreement.

5:4. Pension.

All eligible employees shall be members of the Public Employees Retirement System of the State of New Jersey. All such employees covered under the Public Employees Retirement System shall be governed by the requirements and provisions of the System relating to retirement Benefits from the inception of employment.

ARTICLE 6. LEAVES OF ABSENCE

6:1. Personal Leave.

All full-time employees are entitled to one personal day every four (4) months after one (1) full year of service. Said leave shall not accumulate from year to year.

6:2. Holiday Leave.

6:2.1. All full-time employees are entitled to the following Holiday Leave:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve
July 4	Christmas Day

6:2.2. Part time EMT's employed by the Township of Fairfield shall be paid at the rate of time and one-half for all hours worked on the following holiday's - Christmas, New Years, July 4, Labor Day, and Thanksgiving.

6:2.3. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. Should an official holiday occur while an employee is on a medically-certified sick leave or pre-approved vacation leave, the employee shall not have the holiday charged against such sick or vacation leave.

6:2.4. An employee must work the scheduled day before and the scheduled day after a declared Holiday in order to be paid for the Holiday unless an employee is on a medically- certified sick leave or pre-approved vacation leave.

6:2.5. Overtime Pay for Holiday Work. All authorized work performed on a Holiday shall be compensated by payment at one and one-half (1 1/2 times) the employee's hourly rate of pay in addition to and separate from the regular rate of pay for the Holiday provided the employee has worked forty (40) hours. In addition, the employee must have worked the day before and the day after said holiday unless same was an approved vacation day, personal day or a sick day if supported by a doctor's excuse.

6:2.6. Employees shall receive one (1) personal holiday each year to be used at the employee's discretion with Management approval. Personal Holidays shall not carry over from year to year nor be eligible for sell back.

6:3. Vacation Leave.

6:3.1. Full-time employees shall earn vacation on the basis of the following schedule:

After one (1) full year of service	Five (5) Days
After two (2) full years of service	Ten (10) Days
After five (5) full years of service	Fifteen (15) Days

6:3.2. Vacation should be taken within one year of the time same is earned by the Employee. Vacations shall be taken at such times as approved by the designated Employer representative. In the event that the duties of the employee prevent the using of the full vacation entitlement, unused vacation level may be carried forward into the next succeeding year only with the prior approval of the designated Employer representative.

6:3.3. All unused vacation leave shall be forfeited upon an employee's termination with cause. An employee whose employment is terminated for any reason prior to the expiration of the probationary period will not be entitled to vacation leave or pay in lieu thereof.

6:4. Sick Leave.

6:4.1. Sick leave shall be defined as an absence from work because of illness, accident or exposure to contagious disease.

6:4.2. Full-time employees are entitled to eleven (11) days sick leave per year. However, sick leave shall accumulate at a monthly pro-rata basis and may not be used until expiration of an employee's probationary period of ninety (90) days.

Carry-Overs and Pay-Outs of Sick Leave:

Full Time Employees:

At the end of the Township's benefit year, full time employees' unused sick leave shall be carried over into the next benefit year, not to exceed the maximum amount of one hundred-twenty days (120) sick leave that can be used in a benefit year. Full time employees are not eligible for a payout option at the end of each benefit year and any sick leave in excess of one hundred-twenty (120) days shall be forfeited at the end of the benefit year.

Part Time Employees:

During the final month of the Township's benefit year, the Township shall provide an offer to employees for payout of unused sick leave. The employee shall respond to the offer within ten (10) calendar days of receipt of the request. If no response is provided, the offer shall be deemed declined by the employee.

If the employee agrees to a payout, the employee shall choose either a payout for the full amount of unused earned sick leave, or 50% of their unused sick leave. If the employee chooses a full pay out, the employee shall not be entitled to carry forward to the following benefit year any unused sick leave. If the employee chooses to partially pay out 50% of their unused sick leave, the employee shall be entitled to carry over to the following benefit year the remaining 50% of unused sick leave, not to exceed sixty days (60) sick leave. Any sick leave in excess of sixty days (60) after deducting the 50% pay out shall be forfeited at the end of the benefit year.

Pay outs shall be based on the rate of pay that the employee is earning at the time of the payout.

6:4.3. Sell back of accumulated unused sick leave days upon retirement only will be purchased by the Employer. A rate of 1 day pay for every 2 days of unused accumulated sick leave, in keeping with the monthly pro-rata rate utilized. A maximum of only 60 days' pay shall be received regardless of the number of accumulated unused sick leave days on record. Termination/Separation for any other reason shall result in the loss of all accumulated unused sick leave.

EXAMPLE:

Employee "A" has 130 accumulated unused sick leave days and retires. He is only eligible for 60 days' pay and loses all other accumulated unused sick leave/compensation.

$130/2 = 65$ days
60 days' pay only given

Employee "B" has accumulated 110 days and is given the additional 10 day leave block for a total of 120 days. They retire in mid-year. They are only entitled to 57.5 days on a monthly pro-rata basis.

$110/2 = 55$ days' pay
10 day leave block at monthly pro-rata basis of $.833/\text{month} = 4.98$ or
5 days, $5 \text{ days}/2 = 2.5$ days' pay
57.5 days' pay only given.

6:4.4 If an employee is going to be absent for a reason that qualifies as sick leave, the employee shall promptly notify his or her immediate supervisor or designated Employer representative. Failure to provide such notice may be cause for disciplinary action.

6:4.5. After an employee has been absent from work due to illness for a period three (3) consecutive work days, the designated Employer representative shall require the employee to submit medical evidence in support of the employee's absence from work. In addition, such representative shall require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Failure of the employee to submit such evidence may result in the sick leave absence being disapproved and the absence characterized as an absence without pay.

6:4.6. Nothing herein shall preclude the designated Employer representative in an appropriate case from requesting an employee to submit to a medical examination, including a Fitness for Duty Examination, at the Employer's expense by a physician selected by the Employer for the purpose of establishing the degree of incapacity of an employee or the employee's ability to resume the duties of the position. The Employer reserves the right to recall the employee to perform light duty, if possible, with the physician's approval.

6:4.7. Abuse of sick leave shall be cause for disciplinary action or termination of employment.

6:4.8. An employee cannot work at another job while on sick leave.

6:4.9. Upon retirement, one half of the total accumulated unused sick days will be purchased by the Employer. Otherwise, all unused sick leave is forfeited upon separation from employment.

6:5. Bereavement Leave.

In the event of a death in the immediate family of a full-time employee, the employee is entitled to three (3) days leave with pay. The employee shall promptly notify the designated Employer representative. Such leave shall be in addition to vacation leave and sick leave. "Immediate family" is defined as mother, father, sister, brother, spouse, child, grandparent, grandchild, mother-in-law and father-in-law.

6:6. Maternity Leave.

An employee may use any accrued sick leave and/or vacation leave for maternity purposes. The period of actual incapacity for work must be supported by a physician's certificate. The employee may request an additional absence as leave without pay. This leave may be granted upon recommendation by the designated Employer representative and approval of the Township Committee.

6:7. Federal FMLA and/or FLA.

Leave may be granted by the Employer in compliance with FMLA or FLA in accordance with administrative regulations promulgated under each law. For FMLA a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave shall be used to determine how much time an employee has available. Should leave be granted under FMLA or FLA the employee must utilize any sick leave time accumulated as part of and at the same time with the FMLA or FLA leave time granted.

Examples: FMLA

In all scenarios below, the employee has worked for the past 12 months, and have worked 1250 hours over the past 12 months for the employer.

Example 1:

Scenario: Jane has worked full-time for Fairfield Township for three years. Jane is ill and wishes to take 12 weeks of FMLA leave beginning on June 1st.

Actions:

- Jane's attendance record is pulled for the last 12 months (May 31st – June 1st of the previous year). It shows that Jane has not taken any FMLA leave in the last 12 months.
- Since there is no FMLA leave to deduct from Jane's 12-week entitlement, Jane is entitled to the full 12 weeks of FMLA leave for the illness.

Example 2:

Scenario: Bob was in a car accident over the weekend. His wife is contacted and it is learned that Bob was seriously injured and will require surgery with three weeks' recovery time.

Actions:

1. Bob's attendance record is pulled for the last 12 months. It shows:
 - i. Bob's wife had a baby 8 months ago and Bob took 2 weeks of FMLA leave for this event.
 - ii. Bob's newborn child experienced a serious health condition 3 months ago, and Bob used 4 weeks and 3 days of FMLA leave for this event.
2. The two FMLA events are added together that have occurred in the last year. The two events total 6 weeks and 3 days (6 3/5 weeks) of FMLA leave used in the last 12 months.
3. 6 3/5 weeks is subtracted from Bob's total 12-week FMLA allotment. Bob has 5 2/5 weeks of FMLA left to use while he recovers from his surgery, so the 3 weeks requested is covered.

6:8. Leave for Work-Related Disability.

When a permanent full-time or part-time employee is injured or disabled resulting from or arising out of his/her employment, any leave entitlement shall be pursuant to N.J.S.A. 40A: 10-12, as amended and supplemented.

6:9. Leave For Non-Work Related Disability.

When a permanent full-time or part-time employee is injured or disabled not resulting from or arising out of his/her employment, the Employer may grant a leave of absence without pay for said employee, provided that a physician shall certify to such injury or disability. The Employer reserves the right to select the physician. When a leave of absence has been granted, the employee shall be charged with any sick leave time for time lost due to such particular injury or disability. An Employee shall not return to work until he or she obtains medical clearance.

6:10. Jury Duty.

In the event that an employee is required to serve jury duty, the employee shall be paid the regular rate of pay upon presentation of proper evidence of jury service. An employee receiving said pay must return to work during regular business hours of his or her position if released from Jury Duty for the day. Failure to do so may result in loss of pay or disciplinary action.

6:11. Military Training.

In the event an employee is called for Reserve Duty in the Armed Forces of the United States for the fifteen (15) day summer leave, the employee shall be entitled to the difference between the service pay and his or her regular Township pay, for said period. The absence for military reserve service shall not be counted as vacation leave.

6:12. Leave Without Pay.

Any request for leave of absence without pay shall be submitted to the designated Employer representative who shall refer such request to the Mayor and Township Committee with his/her recommendations for approval or disapproval by said Committee.

ARTICLE 7. PERSONNEL

7:1. Promotion.

It is the policy of the Employer to fill vacancies from within the ranks of existing personnel whenever possible. To that end, the Employer shall post notices of any and all vacancies as soon as they become available on bulletin boards and in other conspicuous places throughout the fire hall and all Municipal Buildings. Qualifications and work records are of primary consideration followed by any other relevant criteria.

7:2. Demotion.

A demotion may occur as a result in force for economic reasons or abolishment of position. An employee who is demoted shall have his or her salary adjusted to the lower level pay rate.

7:3. Reduction In Force.

Whenever there is a lack of work or a lack of funds requiring a reduction in the number of employees, the required reductions shall be in the Employer's discretion. Permanent full-time employees will have seniority rights in any reduction of force circumstances.

7:4. Discipline.

7:4:1. The Employer requires all employees to conduct themselves in accordance with established policies and procedures. Failure to do so will lead to the imposition of discipline. The Employer has established a system of progressive discipline to provide an employee an

Opportunity to modify his or her behavior to that which is acceptable: (1) verbal warning; (2) written warning; (3) suspension; and (4) termination. The designated Employer representative has the authority to impose any such discipline deemed appropriate subject to approval of the Township Committee.

7:4.2. There are certain offenses which, by their very nature, call for immediate imposition of termination such as conviction of a criminal offense, conduct involving moral turpitude, theft, drug abuse, intoxication while on duty, willful violation of any statute, rule or regulation relating to public employees, conduct unbecoming a public employee, insubordination, fighting, neglect of duty, willful falsification of a time card, willful destruction or waste of Township property or the use or attempt to use one's authority or official position to control or modify the political election.

7:4.3. Any disciplinary action, including a verbal warning, written warning, suspension or termination, shall be for just cause.

7:4.4. An employee is entitled to have an Association representative present at any conference or hearing held by the Employer and any conference between an employee and any representative(s) of the Employer which has, as its purpose, the implementation or review of disciplinary action to be taken against an employee. It is understood that said representation will not be required or permitted at any conference which has, as its purpose, counseling, information or instruction.

7:5. Personnel Records.

The Employer shall maintain personnel records relating to all employees. These records will contain all appropriate information relating to the employee's work history while employed by the Employer. No entry will be made into the record which is detrimental to the employee unless a copy of same is given to the employee and the records reflect the employee's receipt of same. All information in the personnel record of an employee is confidential. An employee shall be permitted to review the contents of his or her file upon written request made to the designated Employer representative.

7:6. Seniority.

For the purpose of accruing benefits payable hereunder, including but not limited to vacations, sick leave and longevity, as well as for the purpose of promotions, demotions and layoffs, seniority shall be defined as the length of an employee's continuous employment with the Employer from date of hire.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8:1. Savings Clause.

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees within the Bargaining Unit as

established by statute, rule, regulation, resolution, administrative policy, procedure or practice, in force on said date, shall continue to be so applicable during the term of this Agreement.

8:2. Severability.

It is understood and agreed that, if any provision of this Agreement is determined to be contrary to law, or such provision shall not be deemed valid and subsisting, except to the extent permitted by law, then in such case all other provisions shall continue in full force and effect, the remaining provisions of this Agreement not being affected thereby.

8:3. Breach of Agreement.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

8:4. Embodiment of Agreement.

This document constitutes the sole and complete agreement between the parties of those terms and conditions governing the employment of employees within the Bargaining Unit as represented by the Association. The parties acknowledge each has had the respective opportunity to present and discuss proposals on any subject which is, or may be, subject to collective bargaining provided, however, that upon mutual agreement of the parties, which shall be in writing, the parties may further amplify or interpret the terms and conditions embodied in this Agreement. Any prior commitment or agreement between the Employer and the Association or any individual employee within the Bargaining Unit is superseded upon execution of the within Agreement.

8:5. Printing/Dissemination of Agreement.

The Union shall be responsible for the printing and dissemination of this Collective Bargaining Agreement to each employee in the Bargaining Unit during the term herein.

ARTICLE 9. TERM OF AGREEMENT.

9:1. Effective Term.

This Agreement shall be in effect for the period commencing January 1, 2019 and continuing through December 31, 2021, and year to year thereafter, unless modified by a subsequent Agreement.

9:2. Negotiation of Successor Agreement.

Within ninety (90) days of the expiration date of this Agreement, the parties shall commence negotiations regarding the terms and conditions of a new Agreement. If the public Employment Relations Commission should modify the afore-described time period in which the parties are obligated to commence negotiations, the time period so modified shall apply herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed on the day and year first above written.

ATTEST

TOWNSHIP OF FAIRFIELD

ATTEST

N.J.C.S.A CUMBERLAND
COUNCIL #18

EMPLOYEE REPRESENTATIVE NEGOTIATORS

APPENDIX "A"

GRIEVANCE PROCEDURE FORM

This form shall be used for presenting a grievance in accordance with the grievance procedure for the contract agreement between N.J.C.S.A Cumberland County 18 and the Township of Fairfield.

COMPONENT OF DEPARTMENT _____

NAME _____ TITLE _____ DATE _____

DATE OF INCIDENT _____

MY GRIEVANCE IS:

TO CORRECT MY GREIVANCE, THE FOLLOWING SHOULD BE DONE:

CHECK ONE:

- I will represent myself
- My employee representative will be

Name _____ Title _____

Organization (if any) _____

Signature of Employee

APPENDIX B

The following is a list of raises for employees covered under this agreement for the term of this agreement:

January 1, 2019 to December 31, 2019 - 2.0%
January 1, 2020 to December 31, 2020 - 2.0%
January 1, 2021 to December 31, 2021 - 2.0%