

AGREEMENT BETWEEN

THE TOWNSHIP OF SADDLE BROOK

AND

**OPEIU, AFL-CIO, LOCAL 32
(WHITE COLLAR EMPLOYEES)**

JANUARY 1, 2003 through DECEMBER 31, 2006

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PREAMBLE

This Agreement made this 3rd day of August, 2004, by and between the TOWNSHIP OF SADDLE BROOK, (hereinafter called "Township"), a municipal Corporation of the State of New Jersey and a public employer OPEIU-AFL-CIO, Local No. 32, (hereinafter called the "Union"), a Collective Bargaining Representative of certain white-collar personnel employed by the Township.

WHEREAS, both parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship existing between them and wish to enter into a complete Agreement covering the terms and conditions of employment, and

WHEREAS, the parties have by good faith collective bargaining reached an Agreement with respect to such terms and conditions of employment, and

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TICLE I - RECOGNITION

The Township recognizes the Union as the exclusive bargaining agent for all white collar ployees of the Township excluding managerial and supervisory employees within the meaning the New Jersey Employer-Employee Relations Act.

ARTICLE II - MAINTENANCE OF EXISTING BENEFITS AND RIGHTS

A. Management

The right to manage the affairs of the Township and to direct the working forces and operations of the Township, subject only to the limitations of this Agreement and applicable State Law, is vested in and retained by the Township.

B. Employees

Except as expressly otherwise provided herein, all rights, privileges and benefits which employees of the Township White Collar workers have heretofore enjoyed and are presently enjoying as a result of Township practices, ordinances, resolutions or policies or pursuant to any State statute as of the date of execution of this Agreement shall be maintained and continued by the Township during the term of this Agreement. All employees shall retain all civil rights guaranteed them under Federal law, and under the laws of the State of New Jersey.

ARTICLE III - GRIEVANCE PROCEDURE

A. Suspensions, Demotions, Removals

In any case where a permanent employee in the classified service as defined in the N.J. State Department of Personnel Rules and Regulations is issued a preliminary notice of disciplinary action involving (a) suspension for more than five (5) days at one time, (b) the third suspension or third fine in one calendar year or suspensions aggregating more than fifteen (15) days in one calendar year, (c) demotion, or (d) removal, the Mayor and/or Business Administrator shall conduct a hearing on the matter. The procedures set forth in the N.J. State Department of Personnel rules and regulations shall be binding.

B. Grievance Procedure

The term "grievance" includes any difference, dispute, or controversy between the Township and the Union, individual employee, or group of employees covered by this Agreement, with respect to the interpretation, application, or violation of any of the provisions of this Agreement, and with respect to terms and conditions of employment.

The term "Union Grievance Committee" hereinafter referred to as "Committee" shall include any organization, agency or person authorized or designated by the Union to act on its behalf and represent the Union for the purpose of resolving grievances. The Committee shall consist of those persons designated for the expeditions and mutually satisfactory settlement of grievances arising under this Agreement. All step-by-step procedures herein provided shall be strictly adhered to by the employees and the Township. An Agreement reached by the Township and the Union in any individual case regarding the extension to time limits shall be written and signed by the Township and the Union.

1. In the event of a grievance, within five (5) working days of the occurrence of the event being grieved, the grievant shall discuss the grievance informally with the Committee. If the grievance cannot be resolved by the Committee, the Committee shall request the grieved employee to reduce the grievance to writing.
2. The Committee shall, after having received the grievance in writing, within fifteen (15) working days present the grievance to the Department Head. The Department Head shall render a written decision within five (5) working days after the grievance has been presented to him.
3. In the event that the grievant is dissatisfied with the decision of the Department Head, the Committee shall within ten (10) working days of the decision present a written appeal to the Mayor and/or Business Administrator. Such presentation shall contain copies of all previous correspondence relating to the matter in grievance. The Mayor and/or Business Administrator may give the Committee and the grievant an opportunity to be heard informally before his decision is rendered. The Mayor and/or Administrator shall render a written decision within ten (10) working days of receipt of the appeal.
4. In the event that a grievant is not satisfied with the decision of the Mayor and/or Business Administrator, then within five (5) working days of the receipt of the decision, the Committee shall have the option of either abandoning the grievance or referring the grievance to the Public Employment Relations Commission for the selection of an arbitrator. The expense of such arbitration shall be borne equally by the Township and the Union. The decision of the arbitrator shall be final and binding upon the parties.

The time limits expressed herein shall be strictly adhered to and in the event that a grievance is not processed to the next succeeding step as outlined, then the disposition of said

evance at the last preceding step shall be deemed to be conclusive.

In the event that the Township fails to adhere to the time limits expressed herein, then Association shall have the right to proceed to the next succeeding step.

5. The arbitrator shall be limited to deciding disputes which arise out of the terms this Agreement and shall decide only questions which concern the interpretation, application, enforcement of the Agreement. The arbitrator shall have no authority to add to, subtract from or otherwise modify or amend this Agreement.

ARTICLE IV – WORK WEEK

A. The normal workweek for full-time employees shall be Monday through Friday consisting of 32 ½ hours per week. The workday shall continue to be from 8:30 a.m. to 4:00 p.m.

B. All work performed in excess of the specified hours in any workday or any workweek shall be paid at the overtime rate of one and one-half the employee's hourly wage rate.

C. Full time employees shall receive their annual salary in fifty-two (52) equal gross weekly paychecks.

Part-Time Employees

A. Part-time employee means any employee who, by arrangement, regularly works a constant percentage of the regular normal workweek, and is paid at an hourly rate. Part-time employees who meet the definition, as set forth shall accrue vacation leave credit and sick leave credit on a proportionate basis, in accordance with the N.J. State Department of Personnel computation guide.

ARTICLE V - HOLIDAYS

A. All full-time employees shall be entitled to receive wages based on one full day's

pay for each of the following holidays:

- New Year's Day
- Columbus Day
- Lincoln's Birthday
- Veteran's Day
- Washington's Birthday
- General Election Day
- Good Friday
- Thanksgiving Day
- Memorial Day
- The day following Thanksgiving day
- Independence Day
- Christmas Day
- Labor Day
- Christmas Eve

If any of the above holidays fall on a Saturday or Sunday, the following shall be adhered

to:

(1) If the holiday falls on a Saturday; the same shall be celebrated on the preceding

day, namely, Friday;

(2) If the holiday falls on Sunday, the same shall be celebrated on the following day,

namely, Monday.

B. When an employee works on any of the above holidays, or if a holiday falls

within the employees vacation period, he or she is to be paid double time for said hours; which

shall be provided in cash or time due at the option of the employee.

C. Part-time employees are entitled to five (5) paid holidays (Thanksgiving Day; Day

after Thanksgiving Day; Christmas Day, New Year's Day and Good Friday).

ARTICLE VI – VACATION LEAVE

Employees shall be granted annual vacation leave, with pay, in and for each

calendar year of employment as provided herein below:

(1) LENGTH OF EMPLOYMENT

WORKING DAYS

Under 1 year	1 working day per month
1 year to 4 years inclusive	13 working days per year
5 years to 8 years inclusive	16 working days per year
9 years to 12 years inclusive	19 working days per year
13 years to 16 years inclusive	22 working days per year
17 years to 20 years inclusive	25 working days per year
21 years to 25 years inclusive	28 working days per year
26 years and over	31 working days per year

(2) When leave for vacation or any part thereof, is not utilized in a calendar year by reason of pressure of business, such leave for vacation, or part thereof, not granted shall accumulate and shall be granted during the next succeeding year only. An employee shall be allowed to carry forward into the succeeding year without authorization, not more than ten (10) vacation days. These carried forward days must be the first used in the succeeding year. If said days are not used, except if prohibited by the Township due to pressure of business, the days will be lost. Additionally, any days in excess of the ten days and not used, shall be lost.

(3) An employee with seven (7) years of completed service to the Township and upon sixty (60) days notice who becomes severed from employment on or after March 1st shall be credited with all the sick, personal and vacation leave due them for that year. Any employee who is severed from employment prior to March 1st, or does not provide sixty (60) days notice, except in exigent circumstances, and/or does not have seven (7) years of completed service employment with the Township shall be credited with only their prorated sick, personal and vacation leave for that year upon severance from service.

(4) In the event that an employee is laid-off, resigns or retires, the Township shall that employee, the employee's estate or surviving spouse and minor children all accrued ation and the sick leave, as per the respective language and/or schedules, earned during their ployment at the employee's rate at the said time of severance.

This shall apply provided an employee has an effective termination date on or after rch 1 of that year and provides notice to the employer of termination at least sixty (60) days or to the effective date.

Less than sixty (60) days notice will be permitted only under exigent circumstances which ohibit satisfying the full notice period.

ARTICLE VII – HOSPITALIZATION AND INSURANCE BENEFITS

A. All full-time employees and their dependents continue to be covered by the same group insurance benefits including, but not limited to medical, dental, vision, life, accidental death and disability policies as are in force on the date of the execution of this Agreement. These group policies include hospitalization and major medical coverage with Rider "J" (365 day coverage/\$1,000,000.00 coverage), including an annual PAP test at the Employer's cost not to exceed Fifty (\$50.00) Dollars' Pacific Mutual Life Insurance (\$25,000.00) life; \$25,000.00 accidental death benefit); Dental coverage (\$2,000.00 with \$2,000.00 Orthodonture coverage), and \$1.00 co-payment prescription plan with G.S.P. The life and accidental death policy covers only the employee. The Township shall pay the entire referenced herein cost of the premiums for the insurance coverage.

The Employer agrees to provide and sponsor a disability program, enrollment in which shall be at the option of the employee. The employee shall in his/her discretion select coverage of his/her own choosing in the plan. Effective on January 1, 2003, the Employer shall reimburse the employee up to \$225.00 per annum attributable to the premium cost of the selected coverage. Payment shall be made by the Employer in December of each calendar year. Pro rata payment shall be provided in the event the employee is enrolled for a portion of the year. To receive this benefit, the employee must be enrolled in the Township sponsored plan and not enrolled in any other plan selected by the employee.

The Township will seek to improve vision, dental and health benefits effective March 1, 1999. Health deductibles for unit members shall increase to \$100 effective January 1, 2003.

Effective on January 1, 2003 the Township shall increase vision benefits to \$150.00 annually or \$300.00 collectively for a two (2) year period.

Health benefits will be available for dependents up to the age of 21 years if enrolled in a community college or age 23 if enrolled in a four-year degree program.

The Township will provide at its expense Workers' Compensation Insurance coverage as is mandated by state statute.

If for any reason a carrier should cancel any of the hospitalization and insurance coverage provided, the Township shall make a good faith effort to immediately obtain similar coverage from another carrier.

B. **Retired Employees:** The Township agrees to continue its practice of providing certain benefits for retired employees and their dependents as stated herein below:

WHEREAS, it appears to be to the best interest of the Township of Saddle Brook to grant employees who have retired in accordance with the Pension System from the Township of Saddle Brook to continue in group health and medical programs together with their dependents without reimbursement to the former employer;

NOW, THEREFORE, Be it Resolved, by Council of the Township of Saddle Brook, County of Bergen, State of New Jersey that employees retiring from public service of the Township of Saddle Brook shall be continued in group health and medical

programs, together with their dependents without reimbursement to the Township,

in accordance with the following provisions:

- (1) Employees who retire on a disability pension; or
- (2) A. Effective on February 1, 2003 all full time employees on the payroll who retire at age 55 with 20 years service with the Township shall retain their health benefit coverage.
B. Effective on March 3, 2003 all full time employees with 20 years of continuous service with the Township who retire at age 55 shall retain their health benefit coverage.

Employees who retire and have served honorably and faithfully for a period of no less than fifteen (15) years credited service with the Pension System may continue in the group health and medical programs together with their dependents at the employee's sole cost.

C. In the event of the death of a retired employee, said retiree's surviving spouse and minor surviving children shall be entitled to the continuation of the retiree's benefits as would have been available had the retiree not died. Said benefits shall continue through the minority of the surviving children.

ARTICLE VIII - SICK LEAVE

A. Sick leave shall accrue at the rate of one (1) day per month from the date of hire through December 31 of the first year of employment and thereafter each full time employee is hereby granted fifteen (15) working days of sick leave time for each calendar year.

B. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time. An employee who shall be absent on sick leave for five (5) or more consecutive working days, upon request by the Township, shall be required to submit acceptable medical evidence substantiating his or her right to such leave. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required before return to employment if requested by the Township. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

C. Accumulated and unused sick leave shall be provided employees leaving the employ and whose service is severed from the Township in accordance with the following schedule:

10 to 14 years	1/4 % of sick time accumulated
15 to 19 years	1/3 % of sick time accumulated

	Maximum Unused Sick Days that Could Be Acquired	% of Unused Sick Days	Maximum Days Entitled to With Pay
20 yrs less than 21	300	50%	150 days
Over 21 less than 22	315	50%	157 days
Over 22 less than 23	330	50%	165 days
Over 23 less than 24	345	50%	172 days
Over 24 less than 25	360	50%	180 days
Over 25 less than 26	375	50%	187 days
Over 26 less than 27	390	50%	195 days
Over 27 less than 28	405	50%	203 days
Over 28 less than 29	420	50%	210 days
Over 29 less than 30	435	50%	218 days
Over 30	450	50%	225 days

D. In the event that employee is terminated for cause, that employee, employees estate or surviving spouse and minor children shall not be entitled to receive any sick leave earned during their employment, which was accrued up to the end of their employment.

Sick Time Payment at Time of Retirement

- 1.) Employees with sick time worth less than \$6,000.00 shall be paid in one check upon retirement.
- 2.) Employees with sick time worth between \$6,000.00 and \$10,000.00 shall be paid ½ of said amount at the time of retirement and ½ in January of the following year.
- 3.) Employees with sick time worth over \$10,000.00 shall be paid out over a 3-year period. 1/3 shall be paid at retirement and the rest shall be paid each year, for the next 2 years, on the anniversary of the retirement date.

ARTICLE IX - WORK RELATED INJURIES AND ILLNESS

The Township shall make payment of his or her full salary to any employee who is absent for a work-related injury which is covered by "Worker's Compensation" and which injury prevents the employee from performing his or her duties, provided that the employee assigns all payments over to the Township any payments made to him or her for temporary disability under the Worker's Compensation Law of the State of New Jersey. Such payments of his or her full salary during such absence will continue only during the time the employee qualifies for and is receiving temporary disability under the Worker's Compensation Law of the State of New Jersey.

TICLE X - PERSONAL LEAVE

In addition to any other leave provided for in this agreement, each full time employee will be entitled to four (4) personal days off with pay per calendar year. The fourth day in any given calendar year may be given in lieu of Martin Luther King's Holiday. Personal days may be taken at the convenience of the employee subject to advance notice to the Department Head. Unused personal days shall not accumulate from year to year. Part-time employees shall be entitled to two (2) personal days off with pay during a calendar year.

ARTICLE XI – SALARIES AND COMPENSATION

A. The following wage percentage increases shall be made as of the date stated to base annual salaries:

Effective on January 1, 2003 a general across the board wage increase of 4.5% added to the base salary.

Effective on January 1, 2004 a general across the board wage increase of 4.5% added to the base salary.

Effective on January 1, 2005 a general across the board wage increase of 4.5% added to the base salary.

Effective on January 1, 2006 a general across the board wage increase of 4.5% added to the base salary.

B. A full time employee who shall receive an upgrade in title (promotion) shall receive an increase in base annual salary of \$1,000, effective upon the date of promotion.

C. The starting salary for a clerk/typist shall be \$15,675.00 and subject to the annual wage increases.

D. The starting salary for part time employees shall not be more than the starting hourly rate for a full time employee in that title, which wage is to be effective as of the date the Memorandum of Agreement being executed.

E. Eye Glasses Benefit. There shall be a one hundred fifty (\$150.00) dollar benefit per year or three hundred (\$300.00) dollar benefit collectively for a two-year period.

ARTICLE XII - LONGEVITY PAYMENTS

A. Employees covered by this Agreement shall receive a longevity payment based on the number of years of completed service as a Township employee (regardless of job title). The manner of computing the longevity payment shall be to multiply the base annual salary times the applicable percentage set forth below:

Over 3 years	1%
Over 5 years	2%
Over 7 years	3%
Over 9 years	4%
Over 11 years	5%
Over 13 years	6%
Over 15 years	7%
Over 17 years	8%
Over 19 years	9%
Over 21 years	10%
Over 23 years	11%
Over 25 years	12%
Over 27 years	13%
Over 29 years	14%
Over 31 years	15%

The number of years of completed service shall be measured from the date of hire and each anniversary of the date of hire shall be considered a complete year of service.

All employees hired on or after January 1, 1999 will not be eligible for longevity.

ARTICLE XIII – BEREAVEMENT LEAVE

Upon the death of a father, mother, grandfather, grandmother, spouse, child, brother or sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, or grandchild, an employee, upon his or her request, shall have bereavement leave, of three (3) days, with pay, from the date of death to and including the date of burial; except where unusual and extenuating circumstances prevail.

Upon the death of an uncle, aunt, nephew, niece, brother-in-law, sister-in-law or cousin, an employee upon his or her request, shall have the right to time off, with pay, on the date of burial only.

Notwithstanding the provisions hereinabove, if the death or burial occur while the employee is on a regularly scheduled day off, then the employee shall not be entitled to bereavement leave in place of the regular day off.

ARTICLE XIV – SEPARABILITY

If any provision of this Agreement or any application in this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XV – FULLY BARGAINED PROVISION

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both the parties at the time they negotiated or signed this Agreement.

ARTICLE XVI - AGENCY SHOP

The employer shall withhold from those employees who are not listed as members of the union, but who are employed within the bargaining unit, a representation fee in lieu of dues equal to eighty-five (85%) percent of the total of uniform union dues charged by the union to members. The Union represents to the employer that it has established a demand and return system and that it is in compliance with all requirements imposed on it pursuant to Chapter 477, and the employer's obligation pursuant to this paragraph is contingent upon the Union's continued compliance with the aforesaid law this Paragraph is contingent upon the Union's continued compliance with the aforesaid law.

The purpose of the representation fee in lieu of dues is to offset on a pro-rated basis the cost of services rendered by the Union to all employees as majority representative of the bargaining unit.

The employer disclaims any responsibility for the deductions of representation fee in lieu of dues after the same have been forwarded to the Union, and the Union agrees to indemnify and hold the employer harmless against any and all claims, demands, suits, or other action of whatsoever kind which may arise out of, or by reason of the deductions of representation fee in lieu of dues.

ARTICLE XVII - TERM

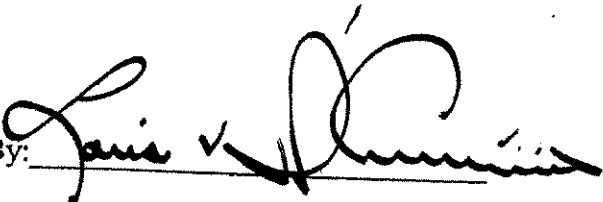
A. This Agreement shall become effective as of January 1, 2003 and shall remain in full force and effect until midnight on December 31, 2006.

B. Negotiations for a successor Agreement shall commence no later than October 1, 2006.

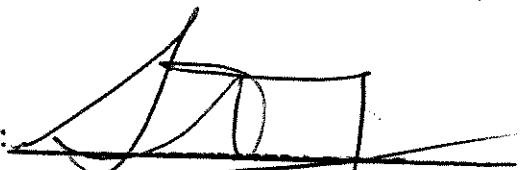
C. In the event the parties do not enter into a new Agreement on or before midnight December 31, 2006, then this Agreement shall continue in full force and effect until a new Agreement is executed.

TOWNSHIP OF SADDLE BROOK

OPEIU, -AFL-CIO LOCAL NO. 32

By: 

ATTEST: 

By: 

By: _____

By: _____

ATTEST:
