

3-0668 STORAGE

Morris

14-14

A G R E E M E N T

BETWEEN THE

Jefferson Township of
TOWNSHIP OF JEFFERSON

COUNTY OF MORRIS, NEW JERSEY

and the

NEW JERSEY CIVIL SERVICE ASSOCIATION

MORRIS COUNCIL NO. 6

(White Collar Unit)

X January 1, 1984 - December 31, 1985

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PREAMBLE

THIS AGREEMENT made and entered into this 28th day of December , 1984, by and between the TOWNSHIP OF JEFFERSON, in the County of Morris, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Township", and NEW JERSEY CIVIL SERVICE ASSOCIATION, MORRIS COUNCIL NO. 6, hereinafter referred to as the "Council", represents the complete and final understanding on all negotiable issues between the Township and the Council.

ARTICLE I

RECOGNITION

A. The Township recognized the Council as the exclusive representative for the purposes of collective negotiations of all non-professional, white collar employees and all Public Health Nurses employed by the Township including Police Records Clerks, Secretarial Assistant Stenographer, Police Radio Dispatchers, Deputy Municipal Court Clerk, Receptionist Typing, Cashier, Account Clerk Typists, Senior Account Clerk Typist, Secretary to the Board of Adjustment, Administrative Clerk, Senior Purchasing Assistant Typing, Principal Account Clerk-Typing, Senior Account Clerk-Typing, Principal & Senior Clerk Typing, Building Sub-Code Official, Plumbing Sub-Code Official, Clerk Typists, Deputy Registrar of Vital Statistics, Public Health Nurse, Sanitary Inspectors, Code Enforcement Officer, and Omnibus Operator-Class I, but excluding: Treasurer, Deputy Treasurer, Zoning Officer, Craft employees, Managerial Executive, Policemen, Supervisors withing the meaning of the Act, and Confidential employees, also excluding: Fire Marshall, Part-Time Clerk Typist (occasional), Part-time Nurses (occasional), Director of Recreation, Comptroller, Municipal Clerk, Part-Time Secretary to the Planning Board (occasional), Tax Collector Searcher, Tax Assessor, Part-Time Secretary to the Environmental Commission (occasional), Director of Welfare, Magistrate, Director of Health and Welfare, Registrar of Vital Statistics, Water & Sewer Treatment Plant Operator, Municipal Court Clerk, Administrative Secretary, Part-Time Dog Warden (occasional), and Part-Time Secretary to the Drug Abuse Commission, and Director of Public Works.

B. The inclusion of any titles in this unit at this time shall not affect the Township's right to bring a clarification of unit petition to remove any of said titles from the unit if warranted after performance of the title.

D. It is mutually agreed upon that where titles include two positions (e.g. clerk/deputy treasurer), the position under said titles that is either a mayoral appointment under Form "E" of the Mayor-Council Form of Government or is an appointment of another Township Board is excluded from this ARTICLE, and is thereby excluded from the within bargaining unit.

E. The Township reserves the right to seek and the Council agrees not to oppose, authorization from the Civil Service Commission to formally split any of the double titles described under Paragraph D of this ARTICLE, removing that portion which is the title of a position not represented by the Council, per Paragraph D above; and removing that portion of the title from the listing of recognized titles in Paragraph A of this ARTICLE, above.

ARTICLE II

TOWNSHIP RIGHTS AND RESPONSIBILITIES

A. In order to effectively administer the affairs of the Township and to properly serve the public, the Township hereby reserves and retains unto itself, as public employer, all the powers, rights, authorities, duties and responsibilities conferred upon and vested in it by law or otherwise prior to the signing of this Agreement. Without limitation of the foregoing, the Township's prerogatives include the following rights:

1. To manage and administer the affairs and operations of the Township;
2. To direct the Township's working forces and operations;
3. To hire, promote and assign employees;
4. To demote, suspend, discharge or otherwise discipline employees;
5. To maintain efficiency of the Township's operations;
6. To determine the methods, means, job classifications and personnel by which such operations are to be conducted;
7. To relieve employees from duties because of lack of work or for other legitimate reasons;
8. To determine reasonable schedules of work and establish methods and processes by which such work is to be performed;
9. To take whatever actions may be necessary to carry out the responsibilities of the Township;
10. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion; and
11. To promulgate rules and regulations from time to time, which may affect the orderly and efficient administration of municipal government.

B. With respect to paragraph A above, the Township's use and enjoyment of its powers, rights, authorities, duties and responsibilities, the adoption of policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion in connection therewith, shall be limited only by the terms of this Agreement and to the extent that the same conform to the laws of New Jersey and of the United States.

C. Nothing contained in this Agreement shall operate to deny to or restrict the Township in the exercise of its rights, responsibilities and authorities pursuant to the laws of this State or the United States.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. The term "grievance as used herein means an appeal by an individual employee or the Council on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, Agreements and administrative decisions affecting them. No grievance may be initiated on behalf of the Township, and no employee grievance may be processed beyond Step One herein, unless such grievance shall constitute a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. It is expressly understood that disputes concerning terms and conditions of employment governed by statute or administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step One herein. It is further expressly understood that no grievance shall be processed beyond Step One herein, if it relates to any matter which was, or which could have been, raised at the bargaining table during the negotiations that led to the instant Agreement.

2. The term "immediate superior" as used herein means the person to whom the aggrieved employee is directly responsible under the prevailing table of organization of the Township of Jefferson. In the event an aggrieved employee has any question as to the identity of his immediate superior, he shall ask the Township Administrator to determine the immediate superior. The foregoing references to table of organization and determination of immediate superior are for information purposes only, it being expressly understood that the nature, scope and formulation of a table of organization, and the determination of an employee's immediate superior are non-negotiable, non-grievable and non-arbitrable subjects over which the Township reserves total discretionary authority and control.

B. PURPOSE

The purpose of this grievance procedure is to secure an equitable solution to grievances as herein defined. The parties agree that grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall by-pass any step of the grievance procedure except as expressly provided herein and any failure to prosecute a grievance within the time periods provided shall constitute an absolute bar to relief and shall estop the grievant from prosecuting his grievance in any forum thereafter. The instant grievance procedure constitutes the sole and exclusive method for raising and disposing of controversies within the definition of the term grievance as herein provided.

C. PROCEDURE - EMPLOYEES

1. Step One - Immediate Superior

(a) A grievant must file his grievance in writing with his immediate superior within five (5) working days of the occurrence of the matter complained of, or within five (5) working days after he would have reasonably been expected to know of its occurrence. If the grievant's immediate superior is the Department Head, the grievance shall be initially presented at Step Two, but in all other respects the provisions set forth in Step One shall govern.

(b) The written grievance must identify the grievant by name(s); if filed by the Council must certify that it has been filed at the request of the grievant; must be signed by the grievant and, if filed by the Council, by the Council's representative as well; must set forth with particularity a clean and concise statement of the facts constituting the grievance, including the specific action or failure to act alleged, the time and place of occurrence of such specific action or failure to act, the names of all Township representatives whose action or failure to act forms the basis of the grievance, the names of all witnesses the grievant intends to present, and the specific contract provision(s) forming the basis of the grievance, explaining the precise question and interpretation, application or alleged violation of such provision(s) underlying the grievance; and must set forth with particularity

the remedy sought by the grievant. Any written grievance failing to comport with the foregoing requirements of specificity and identification shall be null and void, need not be processed by the Township, and shall constitute an abandonment of the grievance. The matters and persons specified and identified in a written grievance shall not be expanded upon or added to subsequent to its filing, and the grievant shall be precluded from raising or presenting additional facts, witnesses or contract provisions thereafter, except with the express written consent of the Township.

(c) Once a grievance comporting with the foregoing requirements of specificity and identification is timely filed, the immediate superior shall investigate the grievance and render a written response, which shall be served upon the grievant. In the course of his investigation, the immediate superior may consider the matters contained in the written grievance and may also schedule a meeting with the grievant within three (3) working days after receipt of the grievance. The immediate superior's response shall be served within five (5) working days after receipt of the grievance, or if a meeting has been held as aforesaid, within five (5) working days after the date of such a meeting.

2. Step Two - Department Head

In the event the grievance is not resolved to the grievant's satisfaction at Step One, or in the event the immediate superior has not served a timely written response at Step One, then within five (5) working days after the response date set forth in Step One, the grievant may present the written grievance and any written response received at Step One to the Department Head, together with a written statement of the grievant's dissatisfaction with the results at Step One. If the Township Administrator is serving as Department Head, Step Two shall be by-passed and the grievance presented at Step Three. Upon receipt of the grievance by the Department Head, the procedures set forth in Step One shall be followed, except that the meeting date period shall be five (5) working days and the response period shall be ten (10) working days.

3. Step Three - Township Administrator

In the event the grievance is not resolved to the grievant's satisfaction at Step Two, or in the event the Department Head has not served a timely written response at Step Two, then within five (5) working days after the response date set forth in Step Two, the grievant may present the written grievance and any written response(s) received at Steps One and/or Two to the Township Administrator, together with a written statement of the grievant's dissatisfaction with the results at Step Two. Upon receipt of the grievance by the Township Administrator, the procedures set forth in Step One shall be followed, except that the meeting date period shall be ten (10) working days and the response period shall be twenty (20) working days.

4. Step Four - Arbitration

(a) In the event the grievance is not resolved to the grievant's satisfaction at Step Three, or in the event the Township Administrator has not served a timely written response at Step Three, then within five (5) working days after the response date set forth in Step Three, the grievant may notify the Township Administrator in writing of the grievant's intention to submit the grievance to binding arbitration, and shall request the Township Administrator to join in the submission.

(b) Within five (5) working days after receipt of the grievant's notice and request as aforesaid, the Township Administrator shall serve upon the grievant his written determination respecting such request. The Township Administrator shall join in the submission to arbitration if he determines that the grievance relates solely to a dispute properly processed beyond Step One pursuant to Paragraph A, Section 1 of this Article; was timely filed and timely processed through the applicable internal steps of this grievance procedure; comports with the requirements of specificity and identification hereinabove set forth; has not been improperly expanded upon or added to subsequent to its initial filing; relates solely to subject matter(s) within the required scope of negotiations as determined by the Public Employment Relations Commission and the Courts; and by way of remedy does not seek a result inconsistent with the statute, administrative regulation or decisional law, inconsistent with the Town-

ship's management prerogatives set forth generally and specifically in Article II of this Agreement, or which would significantly interfere with such management prerogatives.

(c) In the event the Township Administrator determines to join in the submission to arbitration, or in the event the Township Administrator has not served a timely written determination, then within five (5) working days after the determination date set forth in Section 4(b) above, the grievant may invoke binding arbitration by submitting a written request therefor to the American Arbitration Association, with a copy of such request to the Township Administrator. Thereafter binding arbitration proceedings shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association, except as they may be expressly altered or modified herein.

(d) The arbitrator shall be required to deliver to the parties a written award, coupled with a written opinion setting forth detailed reasons for his award, by no later than thirty (30) days from the date of closing the hearing, or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The arbitrator shall lack authority to modify, add to, subtract from, or in any way whatsoever alter the provisions of this Agreement, and shall be expressly bound by the considerations set forth in section 4(b) above notwithstanding any positions expressed thereon by the Township Administrator or the Township Administrator's failure to respond with respect thereto.

5. Grievance and arbitration meetings and hearings shall be held at mutually acceptable times and places, provided that such meetings and hearing shall not be scheduled during employees' regular working hours unless absolutely essential to a fair disposition of the grievance. The individual grievant shall have at his request an employee representative from the Council to assist in the resolution of the grievance at such meetings and hearings. In the event such meetings and hearings are scheduled during employees' regular working hours, the individual grievant, the participating employee representative from the Council, and any necessary employee witnesses shall be released from work without loss of regular straight time pay for

the purpose of participating thereat. Requests for employee representatives and witnesses shall be made to the Township Administrator in writing by no later than three (3) days prior to the date of any meeting or hearing, and meeting or hearing dates shall be scheduled considering the availability of all parties and witnesses and the need of the Township.

D. PROCEDURE - TOWNSHIP

The Township Administrator may file a written grievance against the Council within five (5) working days of the occurrence of the matter complained of, or within five (5) working days after the Township Administrator would have reasonably been expected to know of its occurrence. Such written grievance shall comport with the applicable provisions of Paragraph C, Section 1(b) of this Article, and shall be mailed to the Council's attorney, Allen Hantman, Esq., 168 East Main Street, Denville, New Jersey, or to such other Council representative as the Council may hereafter designate in writing. The parties shall attempt to resolve the grievance through whatever means and by whatever methods they may mutually agree upon, but in the event the grievance remains unresolved by thirty (30) working days after its submission to the Council, the Township Administrator may invoke binding arbitration. To the extent applicable, the provisions of Paragraph D, Section 4 of this Article shall govern such arbitration.

ARTICLE IV

AGREEMENT NOT TO STRIKE OR LOBBY

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

B. The Council agrees that during the term of this Agreement, it will refrain from lobbying before the Jefferson Township Council.

ARTICLE V

VACATIONS

A. Effective January 1, 1982, Employees shall be granted vacation leave based upon length of service, pursuant to the following schedule:

<u>LENGTH OF SERVICE</u>	<u>VACATION</u>
First (1st year)	One (1) day per month per calendar year from time of employment to December 31st.
After the first (1st) year of service through five (5) years of service.	Thirteen (13) working days.
After the fifth (5th) year of service through ten (10) years of service.	Fifteen (15) working days.
After ten (10) years of service through fifteen (15) years of service.	Sixteen (16) working days.
After the fifteenth (15) year of service through twenty years of service.	Seventeen (17) working days.
After twenty (20) years of service.	Twenty-two (22) working days.

B. With administrative approval, subject to the needs of the Township, ten (10) days vacation may be carried by the Employee for one (1) calendar year to allow for extended vacations.

ARTICLE VI

HOLIDAYS

A. Employees shall be granted holidays as designated below:

1. New Year's Day
2. Washington's Birthday
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Day
11. Day after Christmas
12. Floating Holiday - to be taken at the sole option of the Employee upon two (2) weeks' notice in writing to his or her Department Head and granted subject to the needs of the service.

B. Effective January 1, 1983, there shall be added one (1) additional floating holiday to Paragraph A, above.

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

D. To be eligible for a paid holiday, an Employee must have worked the last scheduled day before and the first scheduled day after a holiday, unless on an authorized leave because of a bereavement, a vacation, or a sick day. If all sick time has been used, proof must be established of this fact.

ARTICLE VII

SICK LEAVE

A. "Sick Leave" shall mean the approved absence from post of duty by an employee because of illness, accident or exposure to contagious disease of the employee, or attendance by the employee upon a member of the employee's immediate family seriously ill, requiring the care or attendance of such employee. For the purpose of this Article, "immediate family" shall mean a relative of the family residing in the employee's household.

B. Each employee shall be entitled to sick leave credits at the rate of one and one-quarter ($1\frac{1}{4}$) days per month from the date of employment to the end of the calendar year of hire. If separation from employment occurs before the end of said year, and the employee has used more sick leave than appropriate on a pro rate basis, he shall have an amount equal to his daily rate of pay deducted from his final pay, for each day of sick leave taken in excess of the number to which he was entitled.

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

D. Each employee is required to notify his superior by one-half ($\frac{1}{2}$) hour before starting time on each day of absence. Should the employee be unable to reach his supervisor, then the Township Administrator's office should be notified. It is

recognized that there may be instances when it is impractical or impossible to give daily notice, as in the case when an employee is hospitalized or seriously disabled, in which case it shall be sufficient that the employee or a member of the employee's family notify the supervisor or Township Administrator's office giving reason for absence and information as to the degree of illness or disability and the amount of time required for recuperation. Absent such instances, the daily requirements of notice shall be enforced. Failure to give notification as required will result in loss of sick leave for that day and may constitute cause for disciplinary action. Failure to report absences from duty for five (5) consecutive business days may constitute a resignation pursuant to Civil Service rules and regulations.

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

F. Where any employee is absent from duty due to illness for less than five (5) days at one time, the Township may waive the required production of the physician's certificate. However, in the event of absence from duty due to illness for five (5) or more days at one time, the employee shall be required to submit a physician's certificate to his supervisor to justify payment of sick leave. An accumulation of ten (10) sick days, the days having been taken at various times, except as noted above, may be approved without a physician's certificate. All sick time in excess of ten (10) days must be accounted for with a physician's certificate if the time is to be approved with pay. The Township may, in its discretion, require examination by a physician appointed by it, prior to allowing an employee to return to work. The Township may require visits by the Township nurse to the homes of employees on sick leave.

ARTICLE VIII

OTHER LEAVES

A. Each Employee shall be allowed leave with differential pay, if required for jury duty. A written request for such leave shall be given by the Employee to his supervisor at least two (2) weeks in advance. When granted said leave, an Employee shall receive the difference between pay received for jury duty and the Employee's wages for the leave period.

B. The Township shall provide bereavement leave with pay not to exceed four (4) working days in the case of death of the Employee's spouse, child, brother, sister mother or father and grandchildren. One (1) day bereavement time will be extended for and employee to attend the funeral for their mother-in-law or father-in-law. Proof of death may be required by the Township.

C. Employees may utilize sick time and/or vacation time for purposes of bereavement leave upon approval of the Employer.

D. Time off, other than sick leave, vacations, holidays, bereavement or military leave, may be honored when warranted by the Township. For a leave without pay, the Employee shall submit a written request to the supervisor at least thirty (30) days in advance stating the reason for the request, and the time required. This request will be forwarded to the Township Administrator and answered at least two (2) weeks in advance of the requested leave. If the Employee's required absence exceeds the normal pay period, the Employee shall be required to report to the Treasurer's Office to make suitable arrangements for pension payments, insurance, hospitalization and other matters required during the leave period.

E. In the event of extreme weather conditions due to storm necessitating the closing of municipal offices by the Township Administrator, announcement of the closing of such offices shall be made as early as possible prior to normal reporting time over radio station WRAN on the day of the storm. This is to be approved as a "bad weather day off" without penalty. Likewise, early dismissal due to inclement weather, if authorized by the Township Administrator, shall be without penalty.

ARTICLE VIII

OTHER LEAVES

F. Maternity Leaves

1. Requests from all Employees for leaves of absence on account of child rearing or preparation for childbirth, or adoption shall be acted upon individually by the Mayor and Council on the recommendation of the Township Administrator.

2. Extended leaves for preparation for childbirth, child rearing or adoption shall run from their commencement date for six (6) months. Extended leaves may be extended for an additional six (6) months for child rearing or adoption upon application not later than thirty (30) days before the expiration of the granted leave.

3. Any pregnant Employee may apply to the Mayor and Council for a disability leave of absence and shall be granted the leave. The leave dates shall be supported by a physician's certificate and shall encompass that period of disability medically necessary.

4. Accumulated sick days may be utilized during the disability period. Unused vacation time may be utilized beyond the disability period.

5. The approved disability leave shall be extended for unanticipated disability related to the childbirth upon provision of a physician's certificate.

6. The Mayor and Council retain the right to confirm the conclusion of any physician's certificate provided under this ARTICLE by having the Employee examined by its own physician at the Employer's expense. If the two physicians disagree, they shall choose a third physician who shall examine the Employee and whose decision shall be final and binding upon the parties.

7. A pregnant Employee may be placed on disability leave because her work performance has noticeably declines due to health reasons and she cannot obtain a physician's certificate that she is medically able to continue working, or for other reasons applicable to all Employees under law. No pregnant Employee will be placed on disability leave solely on the fact that she is pregnant or that her pregnancy has reached a specific number of months.

ARTICLE IX

HOSPITAL AND MEDICAL INSURANCE

A. Existing hospital and medical insurance benefits shall be continued by the Township during the life of this Agreement, through the Township's continued purchase of insurance policies providing existing or equivalent insurance coverage.

B. Effective July 1, 1983, a Family Dental Plan shall be provided to all bargaining unit members who are eligible. During the calendar year 1984, there shall be no change in the CAP of \$200.00 per annum per covered family. However, in 1985 the CAP shall be increased to \$250.00 or higher depending on actual cost of coverage in 1985. The 1985 CAP will be the same as actual costs or a minimum of \$250.00, whichever is greater.

ARTICLE X

PENSIONS

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

ARTICLE XI

HOURS OF EMPLOYMENT

A. The regular work day shall begin at 9:00 A.M. and conclude at 4:30 P.M., with thirty (30) minutes for lunch, except that on paydays there shall be forty-five (45) minutes for lunch. Notwithstanding the foregoing, commencing July 1st and extending to and including the day after Labor Day, summer hours of 9:00 A.M. to 4:00 P.M. shall be in effect.

B. The regular work week shall consist of five (5) working days, as described in Paragraph A above.

C. A regular work week for the police dispatchers shall be forty (40) hours. Scheduling of times of employment shall be set in accordance with the needs of the Police Department.

ARTICLE XII

SALARY AND WAGES

A. The base salary and wages of full time unit Employees as of December 31, 1983 shall be increased by 7.50% across the board retroactive to January 1, 1984. The 1985 base shall be increased by 7.50% across the board retroactive to January 1, 1985.

B. As used in Paragraph A above, the term "full-time unit employees" includes the Police Dispatchers, forty (40) hours Employees, and all thirty-five (35) hour Employees, including Employees functioning as "purchasing material and control clerk/deputy treasurer", "principal clerk typist/assistant zoning officer", and "senior account clerk typist/treasurer". The remaining unit positions, which are part time positions, shall receive 7.50% of the yearly or hourly wage where applicable retroactive to January 1, 1984.

C. Notwithstanding the matters set forth above, the Township reserves the right and prerogative to establish the starting salaries and wages of new unit Employees, so long as starting salaries and wages are no greater than those paid to the current Employees in the position involved.

D. In the event an Employee is transferred from one unit position to another, and such transfer constitutes a promotion pursuant to the prevailing table of organization of the Township, the Employee shall receive a minimum salary increase of three percent (3%) over the salary then in effect for the position from which the Employee is transferred. The foregoing provision shall be effective as of January 1, 1980. The foregoing references to table of organization and promotion are for informational purposes only, it being expressly understood that the nature, scope and formulation of a table of organization, and the determinations of which transfers constitute promotions, are non-negotiable, non-grievable, and non-arbitrable subjects over which the Township reserves total discretionary authority and control.

E. Overtime shall be compensated at the base rate or compensatory time on an hour-for-hour basis up to forty (40) paid hours in any one (1) week. Overtime shall be

compensated at the rate of time and one-half or compensatory time after forty (40) paid hours in any one (1) week. The Township shall have the option of deciding, within ten (10) days of the time worked, the method of compensation. If the Township offers compensatory time, the Employee shall have the right to choose the time to be taken, subject to the needs of the service.

ARTICLE XIII

LONGEVITY

A. Effective January 1, 1984, all full time unit employees shall be eligible for longevity awards starting at the fourth (4th) year of their employment, at two per cent (2%), and increasing one-half per cent ($\frac{1}{2}$) each year thereafter until a maximum of \$900.00 total longevity is reached. Effective January 1, 1985, longevity awards will be the same as above with the exception that the maximum of \$1,000.00 shall be the amount of total longevity to be reached. The first day of July is the day upon which the total number of years service shall be measured and longevity compensation shall be paid in a lump sum for the entire year on or before November 15th of any year.

B. At the option of the employee, longevity will be included and denoted as base salary for the last three (3) years of employment prior to retirement pursuant to PERS.

ARTICLE XIV

POSTING OF NON SUPERVISORY POSITION VACANCIES

A. The Administrator's office shall make every reasonable effort to post openings on non-supervisory classifications in the negotiating unit on employee bulletin boards for at least five (5) work days to afford interested employees an opportunity to apply.

B. If an employee is interested in a vacancy, he or she shall register his or her name in writing with the Department Head where the vacancy exists, and shall send a copy to the Administrator's office.

C. To provide advancement opportunities, the Administrator's office shall make every reasonable effort to post on employee bulleting boards any and all new positions or vacancies available in the Township, regardless of whether or not they have been announced in the Civil Service bulleting. In seeking inter-departmental transfers, whether promotional or lateral, employees shall not be discriminated against due to their status as Township employees.

ARTICLE XV

DUES CHECK-OFF

A. The Township agrees to deduct from the salaries of its employees covered by this Agreement dues which said employees individually and voluntarily authorize the Township to deduct. Said deductions shall be made in compliance with N.J.S.A. 52:14-15.9 e, as amended.

B. If, during the life of this Agreement, there should be made change in the rate of membership dues, the Council shall furnish to the Township written notice sixty (60) days prior to the effective date of such change.

C. The Council will provide the necessary "check-off authorization" form and the Council will secure the signatures of its members on the forms and deliver the signed forms to the Township. The Council shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon the salary deduction authorization forms submitted by the Council to the Township.

ARTICLE XVI

NON-DISCRIMINATION

A. There shall be no discrimination by the Township or the Council against any employee on account of race, color, creed, sex or national origin.

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

ARTICLE XVII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XIX

ADDITIONAL BENEFITS

A. Any Employee who uses his or her own vehicle on Township-mandated business approved by the Department Head in advance shall be paid mileage in the amount of seventeen (17¢) cents per mile effective June 1, 1980.

B. When an Employee is sent outside of the Township on Township-mandated business approved by his or her Department Head in advance and such absence includes the period during which lunch would normally be taken and lunch is not provided for, the Employee shall be reimbursed for lunch money actually expended up to Five (\$5.00) Dollars per meal upon submission of a proper voucher.

C. A uniform allowance shall be provided to dispatchers in the Police Department as follows:

1984 - \$225.00 per year

1985 - \$275.00 per year

D. Police Dispatchers shall be permitted to select their respective vacation time according to seniority within the shift that they are working in the Police Department.

e.g. If a Patrolman has a hire date of 1980 and a dispatcher a hire date of 1978, the dispatcher shall choose their vacation before said Patrolman, Sergeant, etc.

ARTICLE XVIII

FULLY-BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of negotiations. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Township and the Council, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

C. All issues raised in negotiations but not specifically included in this Agreement shall continue unaffected by this Agreement. This paragraph shall not modify or change the Township's ability to deal with extenuating circumstances on an individual basis not is it meant to create a past practice from an individual accomodation to past extenuating circumstances. All past practices that are indentified and continued in this Agreement are subject to negotiations in the next and any successor Agreement.

ARTICLE XX

AGENCY SHOP

Effective July 1, 1980, the Township of Jefferson shall deduct by payroll deduction from those employees covered by this Agreement, and, not members of New Jersey Civil Service Association Morris Council No. 6 a fair share fee for services rendered by the majority bargaining representative. The fair share fee for services rendered by the majority bargaining representative shall be in an amount equal to the regular membership dues, less the cost of benefits financed through the dues and available only to the members of the majority bargaining representative, but in no event shall the fee exceed eighty-five (85%) per cent of the regular membership dues.

The majority bargaining representative shall provide sixty (60) days prior to January 1, 1981, and January 1st and July 31st of each succeeding year, advance written notice to the Public Employment Relations Commission, the Township of Jefferson and to all employees within the unit, as shall be determined by a list of such employees and furnished by the Township of Jefferson, the information necessary to compute the fair share fee for services on the above formula.

Any challenge to the assessment by an employee shall be filed in writing with the Public Employment Relations Commission, the Township of Jefferson and the majority bargaining representative within thirty (30) days after receipt of the written notice by the employee. All challenges shall specify those portions of the assessment challenged and the reason therefor. The burden of proof relating to the amount of the fair share fee shall be on the majority bargaining representative.

The Township of Jefferson shall deduct the fee from the earnings of the employees and transmit the fee to the majority bargaining representative quarterly during the term of this Agreement and any successive agreement so providing.

In the event the challenge is filed, the deduction for fair share fee shall be held in escrow by the Township of Jefferson pending a decision by the Public Employment Relations Commission pursuant to 34:13A-5.5 as amended. No fees shall be deducted for any employee sooner than a) the thirtieth (30th) day following notice of the amount of the fair share fee; b) satisfactory completion of a probationary period or the thirtieth

(30th) day following the beginning of employment, whichever is later; c) the tenth (10th) day following the beginning of employment for employees entering into work in the negotiation unit from re-employment lists; d) the date of satisfactory completion of the probationary period or the completion of a three (3) month period following the beginning of employment, whichever is sooner, for employees hired on a temporary basis; provided, however, that no employee in the aforementioned categories nor any employees in the employ of the Township of Jefferson at the time an agency shop agreement becomes effective shall be required to tender the fair share fee before the thirtieth (30th) day following the date the said agreement becomes effective.

The majority bargaining representative agrees to establish a procedure by which non-member employees in a unit can challenge the assessment as provided in section 3 of this Act. Said procedure shall consist of an appeal of the individual assessment to the Board of Trustees of New Jersey Civil Service Association Morris Council No. 6 at a meeting to be scheduled no later than thirty (30) days from the date of the notice of the challenge of the assessment. Upon receipt of a challenge, notice of the challenge and hearing date shall be given to the Township of Jefferson and the challenging employee by the majority bargaining representative and shall be posted conspicuously at the work site of the Township of Jefferson to allow all interested parties to participate. The hearing shall be open to all interested parties and the determination of the Board of Trustees of New Jersey Civil Service Association Morris Council No. 6 shall be made in writing with copies to the Township of Jefferson and the challenging employee. Any challenging employee who disagrees with the determination of the Board of Trustees of Morris Council No. 6 shall have a right, within twenty (20) days of said notice of determination, to appeal the decision to a Board consisting of three (3) members appointed by the Governor, and such other appeals as may be allowed by law.

New Jersey Civil Service Association Morris Council No. 6 shall indemnify,

defend and save the Township of Jefferson harmless against any and all claims, damages, suits or other forms of liability as may arise out of or by reason of action taken by the Township of Jefferson in reliance upon the fair share fee and computation thereof submitted by Morris Council No. 6 to the Township of Jefferson.

ARTICLE XXI

BENEFITS FOR PART-TIME EMPLOYEES

A. It is hereby agreed between the parties that part-time employees shall not be entitled to any fringe benefits except those specifically mentioned below.

B. Permanent part-time employees who work a minimum of twenty (20) hours per week working full work days shall receive prorated sick leave benefits and vacation allowances.

C. Permanent part-time employees shall be entitled to paid lunch on those days when they work a full day. This provision, by mutual agreement of the parties, is retroactive to March 1, 1982.

D. Permanent part-time employees on those days when they work a full day shall be entitled to work summer hours on the same basis as full-time employees in the same department.

E. Permanent part-time employees shall receive all benefits to which they are entitled by law.

F. Permanent part-time employees shall receive one (1) floating holiday during 1982 and two (2) floating holidays effective 1983.

ARTICLE XXII

TERM AND RENEWAL

This AGREEMENT shall be in full force and effect as of the day and year first above written, and shall be in effect to and including December 31, 1985. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, by no later than September 30th of the year in which the Agreement expires, of a desire to change, modify, or terminate this Agreement. Except where expressly so stated herein, no provision of this Agreement shall be effective prior to the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Lake Hopatcong, New Jersey, on the day and year first above written.

ATTEST:

TOWNSHIP OF JEFFERSON
MORRIS COUNTY, NEW JERSEY

James A. Carter

BY *[Signature]*

WITNESS:

NEW JERSEY CIVIL SERVICE
ASSOCIATION MORRIS COUNCIL NO. 6

Marilyn Kuntz

BY *Betty L. Lasky, Pres.*