

~~1088~~ 1139

A G R E E M E N T

BETWEEN

THE TOWNSHIP OF SADDLE BROOK

AND

NJELU LOCAL NO. 1
(WHITE COLLAR EMPLOYEES)

JANUARY 1, 1996 through DECEMBER 31, 1998

LAW OFFICES:

LOCCKE & CORREIA P.A.
24 Salem Street
Hackensack, NJ 07601
(201) 488-0880

I N D E X

<u>ARTICLE</u>	<u>PAGE</u>
PREAMBLE	1
I - RECOGNITION	2
II - MAINTENANCE OF EXISTING BENEFITS AND RIGHTS	3
III - GRIEVANCE PROCEDURE	4
IV - WORK WEEK	7
V - HOLIDAYS	8
VI - VACATION LEAVE	9
VII - HOSPITALIZATION AND INSURANCE BENEFITS	11
VIII - SICK LEAVE	14
IX - WORK RELATED INJURIES AND ILLNESS	16
X - PERSONAL LEAVE	17
XI - SALARIES AND COMPENSATION	18
XII - LONGEVITY PAYMENTS	19
XIII - BEREAVEMENT LEAVE	20
XIV - SEPARABILITY	21
XV - FULLY BARGAINED PROVISION	22
XVI - AGENCY SHOP	23
XVII - TERM	24

PREAMBLE

This Agreement made this day of , 1996, by and between the TOWNSHIP OF SADDLE BROOK, (hereinafter called "Township"), a municipal corporation of the State of New Jersey and a public employer and NJELU Local No. 1, (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:

ARTICLE I - RECOGNITION

The Township recognizes the Union as the exclusive bargaining agent for all white collar employees of the Township excluding managerial and supervisory employees within the meaning of the Public Employment 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

(1) 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 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 by the Union.

The purpose of this Article is to provide for the expeditious 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. Such presentation shall contain copies of all previous correspondence relating to the matter in grievance. The Mayor may give the Committee and the grievant an opportunity to be heard informally before his decision is rendered. The Mayor 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, 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 grievance 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 the 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 of this Agreement and shall decide only questions which concern the interpretation, application, or 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 work week for full-time employees shall be Monday through Friday consisting of 32½ hours per week. The work day shall be from 9:00 A.M. to 4:30 P.M. with a one-hour lunch period.

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

C. Full time employees shall receive the base 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 and normal work week, 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 a 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:

<u>(1) LENGTH OF EMPLOYMENT</u>	<u>WORKING DAYS</u>
Under 1 year	1 working day per month
1 year to 4 years inclusive	13 working days per year
5 year to 8 years inclusive	16 working days per year
9 year to 12 years inclusive	19 working days per year
13 year to 16 years inclusive	22 working days per year
17 year to 20 years inclusive	25 working days per year
21 year 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 five (5) 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 five 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 pay that employee, the employee's estate or surviving spouse and minor children accrued vacation and sick leave time, as per the respective language and/or schedules, earned during their employment 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 March 1 of that year and provides notice to the employer of termination at least sixty (60) days prior to the effective date.

Less than sixty (60) days notice will be permitted only under exigent circumstances which prohibit 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 health, medical, dental, life and accidental death 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), which Plan is administered by Berkley Risk Managers, 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 a \$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 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 coverages 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, effective January 1, 1994, in accordance with the following provisions:

1/ *Employees who retire after twenty-five (25) or more years of service with the Employer; or*

2/ *Employees who retire on a disability pension; or*

3/ *Employees who have retired and reached the age of sixty-two (62) or older with at least twenty (20) years of service with the Employer.*

Employees who retire and have served honorably and faithfully for a period of no less than fifteen (15) years with the Township of Saddle Brook or have no less than fifteen (15) years credited service within 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 here 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	64%	240 days
Over 26 less than 27	390	67%	261 days
Over 27 less than 28	405	70%	283 days
Over 28 Less than 29	420	75%	315 days
Over 29 less than 30	435	80%	348 days
Over 30	450	85%	383 days

D. In the event that employee is terminated for cause, that employee, employee's 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.

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 "Workman's Compensation" and which injury prevents the employee from performing his or her duties, provided that the employee assigns and pays over to the Township any payments made to him or her for temporary disability under the Workman's Compensation Laws 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 paid temporary disability under the Workman's Compensation Laws of the State of New Jersey.

ARTICLE X - PERSONAL LEAVE

In addition to any other leave provided for in this agreement, each full time employee shall 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:

(1) Effective January 1, 1996, all employees covered by this Agreement shall have their then existing base rate of pay increased by five (5%) percent;

(2) Effective January 1, 1997, all employees covered by this Agreement shall have their then existing base rate of pay increased by five (5%) percent;

(3) Effective January 1, 1998, all employees covered by this Agreement shall have their then existing base rate of pay increased by five (5%) percent;

(B) Any employee who shall receive an upgrade in title (promotion) on or after January 1, 1994, shall receive an increase in base annual salary of no less than \$1,000, effective upon the date of promotion.

ARTICLE XII - LONGEVITY PAYMENTS

A. Employees covered by this Agreement shall receive a longevity payment based upon 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 18 years- 6%
Over 6 years - 2%	Over 21 years- 7%
Over 9 years - 3%	Over 24 years- 8%
Over 12 years - 4%	Over 27 years- 9%
Over 15 years - 5%	Over 30 years- 10%

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.

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, or daughter-in-law, an employee, upon his 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 a grandchild, uncle, aunt, nephew, niece, brother-in-law, sister-in-law or cousin, an employee upon his 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 schedule 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 provision 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 its 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 laws 1979, Chapter 477, and the employer's obligation pursuant to 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, 1996 and shall remain in full force and effect until midnight on December 31, 1998.

B. Negotiations for a successor Agreement shall commence no later than October 1, 1998.

C. In the event the parties do not enter into a new Agreement on or before midnight December 31, 1998, then this Agreement shall continue in full force and effect until a new Agreement is executed.

TOWNSHIP OF SADDLE BROOK

NJELU LOCAL NO. 1
(WHITE COLLAR)

By: 

By: _____

Attest: 

By: _____

By: _____

ATTEST:
