

original signed copy to:
Chris Taylor, IBEW Union Rep.
via FedEx on 9-13-2021

cc: Administrator
Clerk's Office
Finance Office
Mike Boettinger, IBEU
9-13-2021

AGREEMENT
BETWEEN

TOWNSHIP OF FAIRFIELD

AND

LOCAL 1158 OF
THE
INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS

TERM OF AGREEMENT: JANUARY 1, 2021 -- DECEMBER 31, 2023

AGREEMENT

This Agreement made this 1st day of January 2021 between the TOWNSHIP OF ("Township") and LOCAL 1158, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, A.F.L.-C.I.O., (hereinafter referred to as the "Union").

WITNESSETH:

Whereas, the Public Employment Relations Commission certified the union as the exclusive representative for the purpose of collective negotiations with respect to wages, hours and all terms and all conditions of employment for all Township employees, excluding confidential employees, judiciary employees, managerial executives, police and supervisors within the meaning of the Act and all employees represented in other collective negotiation units; and

Whereas, this certification requires the Township to recognize the Union as the exclusive representative for the purposes of collective negotiations with respect to wages, hours and all terms and all conditions of employment for these Township employees.

Now therefore the Township and the Union mutually agree as follows:

ARTICLE 1 - MANAGEMENT RIGHTS

The Township of Fairfield hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States including, .but not limited to the following rights:

- A. The direction, management and arrangement of the working forces including the right to hire, discipline or discharge for cause, transfer permanently or temporarily or make assignments out of classification, schedule work hours, work days and work week, promote or lay off employees from duty because of lack of work or for other business reasons.
- B. The regulation of all operations including, among other things, methods of operation, number of employees required, rates of production, the establishment of production standards and the control or method of utilization of all machinery and equipment used.
- C. The processes, techniques, methods and means of business practices.
- D. The selection of employees for promotion.
- E. The enumeration above of management rights shall not be deemed to exclude other management prerogatives not herein above enumerated, except as specifically otherwise herein provided.

ARTICLE 2 - EOUAL EMPLOYMENT OPPORTUNITY

It is the policy of the Township to ensure equal employment opportunity for all persons regardless of race, color, creed, national origin, political or religious opinions or affiliations, ancestry, age, marital status, sex or because of physical disability that does not interfere with the ability to do the work required or liability for service in the Armed Forces of the United States.

This policy shall be applied to all phases of employment; such as, recruitment, selection, appointment, placement, promotion, demotion, transfer, training, wages, benefits, working conditions, layoff, recall discharge, disciplinary action, performance evaluation and use of all Township facilities.

Age or sex shall be a factor for employment only where they are bona fide occupational qualifications as provided by law.

The Treasurer has been designated as the Equal Employment Compliance Officer and shall receive any complaints of alleged discrimination from employees and applicants.

ARTICLE 3 - POLITICAL ACTIVITY

Employees shall not directly or indirectly use or seek to use their authority or the influence of their position to control or modify the political action of another person or persons. Employees during working hours shall not engage in political activity nor shall they at any other time participate in political activities so as to impair usefulness in the position in which they are employed.

Upon determination by the Administrator of a violation on the part of any employee of this policy, the Administrator shall initiate appropriate disciplinary action in accordance with this agreement.

ARTICLE 4-NO STRIKE PLEDGE

It is recognized that the need for continued and uninterrupted operation of the Township is of paramount importance to the citizens of the community and that there should be no interference with such operation.

The Union covenants and agrees that neither the Union nor any person acting in its behalf will cause, authorize or support nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of an employee from his position or stoppage of work or abstinence in whole or in part, from the full faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other job action against the Township. Should the above occur the Township shall have the right to discharge the employee.

The Township shall consider such conduct as abandonment of the employee's position.

ARTICLE 5 - UNION ACTIVITIES AND VISITATION

The Union agrees that there shall be no solicitation for membership in the Union, signing up of members or collections of initiation fees, dues or assessments on Township work time. Provided, however, that this shall not be construed to prohibit casual or personal conversation about the Union and its activities, and provided further this shall not be construed as permitting employees to quit work or delay their work for the purpose of such conversation.

The Township agrees that the activities described in the above paragraph of this Article may be conducted on the Township property on free time of Union members who are employees of the Township.

The employees shall be permitted to distribute Union literature in non-working areas on Township property provided the employees making the distribution are on non-working time.

There shall be no grievance investigation presented, discussed, processed or handled during working hours without an officer of the Employer or his representative being notified and his permission to do so obtained nor shall the investigation, presentation, discussion, processing or handling of grievance interfere in any way with the normal and efficient operation of the facility.

An authorized agent of the Union shall be permitted to visit the facility during working hours after first notifying the Employer, for the purposes of investigating and settling grievances and insuring the proper administration of the contract; provided, however, that said representative shall conduct his business in such manner so as not to interfere with the normal and efficient operations of the facility. The Union shall keep the Township currently advised, in writing, of the officer or representative of the Union who is authorized to deal with the Township, and no one shall be deemed such a representative unless he is so designated by the Union to the Township.

ARTICLE 6 - UNION SECURITY

Employees shall have the right to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection and shall also have the right to refrain from any or all of such activities.

ARTICLE 7 - TOWNSHIP BOOKS

A duly authorized officer or representative of the Union shall have access only to the Employer's books pertaining to earnings of the employees covered by this Agreement.

ARTICLE 8 - BULLETIN BOARDS

The Township shall provide space on existing bulletin boards for use by the Union, to enable employees of the bargaining unit to see posted notices. All notices shall be posted by the Business Manager of the Union or his designee and shall relate to the matters listed below:

1. Union recreational and/or social affairs;
2. Union appointments;
3. Union elections;
4. Results of Union elections;
5. Union meetings;
6. Reports of Union committees;
7. Any other material authorized by the department head and the Business Manager of the Union or his designee. No political campaign literature or defamatory material shall be posted. This article does not prohibit the Department Head from assigning space for bulletin boards to other organizations in which employees hold membership.

ARTICLE 9 - HIRING POLICY

Whenever a new position or vacancy exists within any of the Union bargaining units, the Administrator shall issue a memo to all department heads advising them of the position, the classification and the salary range. The memo shall also set forth the date by which all prospective applicants shall have submitted a letter asking that they be considered for the position.

The vacancy shall also be advertised in the local newspapers. Professional associations or employment agencies may be utilized as required to obtain qualified applicants for the position.

After interviews are conducted by the Administrator in conjunction with the appropriate department head, the Administrator shall recommend to the Mayor and Council an applicant to fill the vacancy. The position shall be filled by appointment as provided by Law. The governing body shall set the salary for the position which shall be within the guidelines stated in the Salary Administration Plan. This information shall be forwarded to the Treasurer by memorandum from the Administrator. The Township shall provide promotional opportunities whenever possible. If there are no qualified applicants in the opinion of the Township, then the Township shall use other means to fill the position.

ARTICLE 10 - EMPLOYEE STATUS DEFINITIONS

Full-time - a permanent employee appointed to a Township position who has served the requisite probationary period and who regularly performs assigned duties each week for thirty-five (35) hours or more and who receives all rights and benefits.

Hourly - an employee hired for seasonal or temporary work, either full-time for a fixed duration or part-time for a fixed duration, and who is not eligible for benefits.

Elected or Appointed Official - an employee of the Township who is elected by the voters of the Township or appointed for a fixed term by the elected officials of the Township.

Part-time - an employee working less than twenty (20) hours per week and who is not eligible for paid benefits.

Permanent Part-time - a permanent employee appointed to a Township position, working a minimum of twenty (20) hours per week on a regular basis and who is eligible for some benefits as delineated in this agreement.

ARTICLE 11-CLASSIFICATION

The Administrator may make or cause to be made a period analysis of the duties and responsibilities of all classified positions for the purpose of determining the appropriateness of such classification. All positions shall be assigned an appropriate job classification on the basis of the category and level of the duties and responsibilities. All positions in the same job class shall then be sufficiently alike to permit the use of a single descriptive title and the same salary range, thus carrying out the basic principle of position classification, which is, equal compensation for equal work.

The Administrator is responsible for the review of all requests for the establishment of new positions, the abolition or consolidation of existing positions, reclassification of positions to different job classes or the regrading of positions to new salary ranges. In such review the Administrator shall study the current duties and responsibilities of the position and take appropriate action with the approval of the Mayor and Council necessary to ensure the correct classification of the position.

Department heads shall report to the Administrator any change in their organizations or assignment of duties and responsibilities to employees which would result in changes in job classification plan or in the classification of any of the positions in their departments.

An employee may submit a request in writing to the Administrator at any time for a job reevaluation. Such a request shall be submitted through the department head and shall include the employee's own description of current duties and responsibilities and appropriate comments by the department head. The Administrator shall make or cause to be made an investigation of the position to determine the correct classification. The Administrator shall notify the employee of the results of that investigation.

ARTICLE 12 - PREEMPLOYMENT INTERVIEWS AND PHYSICAL EXAMINATIONS

ARTICLE STRUCK

ARTICLE 13 - LAYOFFS AND DEMOTIONS

Layoff shall be defined as the involuntary separation of an employee for reasons other than delinquency or misconduct.

The Township may layoff an employee for the purpose of efficiency of economy or other valid reason requiring a reduction in the number of employees in a given class. In the event of a layoff, the last person employed shall be the first person laid off in a given job classification.

The Township shall in cases of layoff notify the Union at least 24 hours in advance of such layoff and forward a copy of the names of those to be laid off to the Union. During a slack period the duly authorized representatives of the Township shall decide upon an equitable method of distributing employment among the employees.

On recall after a layoff employees shall be transferred and recalled in reverse order, according to the needs of the Township.

ARTICLE 14 - SENIORITY

Seniority for the purpose of this Agreement shall be determined by the net credited service of the employee by classification. Net credited service shall mean continuous employment since the last date of hire less deductions for any unpaid time including but not limited to leaves of absence and temporary layoffs.

New employees and those hired after a break in continuity of service will be regarded as probationary employees for the first ninety (90) days of actual work and will receive no continuous service credit during such period nor shall they be covered by any of the terms or conditions of this agreement including the grievance procedure.

Reasons for termination of seniority and recall right forfeiture are as follows:

1. Failure to notify the Employer of intent to return to work within two (2) working days after the date recall notice is sent, by certified mail, to the employee's last address on record with the Employer or failure to report for work within five (5) working days after the date recall notice is sent, by certified mail, to the employee's last address on record with the Employer.
2. If the employee quits.
3. If the employee is discharged.

4. If the employee is absent from work for three (3) consecutive working days without advising the Township and giving reasons satisfactory to the Township for such absence, except in extreme and unforeseen circumstances; i.e., coma.
5. If the employee overstays a leave of absence.
6. If the employee gives a false reason for a leave of absence or engages in other employment during such leave.
7. If the employee is laid off for a continuous period of six (6)

ARTICLE 15 - RE-EMPLOYMENT

Re-employment is the return to service by an employee who has resigned in good standing within two (2) years of original termination.

It shall be the policy of the governing body to consider within a period of two (2) years of termination the application of any former permanent employee who resigned in good standing and whose work record was satisfactory during his/her former employment with the Township. Any employee that is rehired within the two (2) years period shall receive at a minimum his/her previous rate of pay.

ARTICLE 16 - PERSONNEL RECORDS

Confidential Nature and Review by Employees - Adequate personnel records shall be maintained for each employee of the Township of Fairfield. These records shall include: applications, dates of appointments and promotions; job titles; salaries; commendations; performance evaluations; disciplinary actions; amounts of leave accrued and used; and a record of the employee's education, training and other related matters. These records are considered to be of a confidential nature and are available only to the employee or to the supervising personnel on a need-to-know basis. Employees are entitled to review the contents of their own personnel folder but not those of other employees. Supervisors may review personnel records of their subordinates.

Employees wishing to see their personnel folders will arrange with the Administrator's Office for an appointment in advance. Any such review of a personnel folder by the employee will be done in the presence of an authorized member of the administrative staff. Employees will not be permitted to take their personnel folder from the Administrator's Office nor may documents be removed from or added to the folder. Materials may be added to the folder by employees with the approval of the Administrator.

ARTICLE 17 - VITAL INFORMATION

It is the responsibility of each employee to notify the Treasurer's Office of any change in vital information as listed below:

1. Name;
2. Address;
3. Telephone Number;
4. Marital Status;
5. Dependent Children;
6. Deductions on W-4 form;
7. Change in status for health programs;
8. Change of beneficiary on pension or life insurance policies;
9. Change in status of Deferred Compensation Plan;
10. Change in status of payroll deductions, if any.

Changes will be made when the employee notifies the Treasurer's Office. However, relative to items 1 - 4, the Treasurer shall advise the Administrator's office so that the employee's personnel file may be updated.

The Treasurer's Office will annually distribute a questionnaire which must be completed by each employee and returned in order to update the records of vital information.

ARTICLE 18 - PROBATIONARY PERIOD

There is established a probationary period of ninety (90) days during which time an employee learns the duties and responsibilities of the position. During this period supervisors will evaluate the employee's work performance and conduct to determine whether the employee merits permanent status.

If the employee's performance has been satisfactory after serving a three (3) month's probationary or working test period, the employee will upon recommendation of his supervisor attain permanent status in that position. If the employee's performance is unsatisfactory during this working test period, the Administrator with the approval of the Mayor and Council may dismiss the employee or in the case of promotion revert the employee back to the former position if that position is still open.

Halfway through the probationary period and again ten (10) days prior to the expiration of the probationary period, the department head shall submit to the Administrator a written evaluation of the employee's performance to date.

In all cases an employee appointed to any position will be subject to a minimum probationary period of three (3) months. The Administrator may extend the probationary period or in the case of promotion, revert the employee back to the former position if that position is still open or dismiss the employee.

ARTICLE 19 - EMPLOYEE EVALUATION

The personnel and work record of all employees shall be evaluated at least annually. The purpose of the review is to provide the employee's supervisor with an opportunity to discuss with the employee improvement and progress made during the year and any weak points or deficiencies in training or performance.

Evaluations of all employees may be made before the end of each calendar year unless otherwise required on evaluation forms. The department head will meet with all employees within the department individually. An evaluation form will be filled out and signed by both the department head and the employee. The evaluation will be used as a basis for merit increases in salary.

If in the periodic evaluation of an employee, a supervisor or department judges the employee's performance for the period to be unsatisfactory, the department head may recommend to the Administrator that the employee be placed on probation for a three month period. If this occurs, the procedures listed under Article 18 - Probationary Period will be followed.

ARTICLE 20 - PROMOTIONS

Promotion is an advancement in job class having a higher level of duties and responsibilities and/or to a salary range having a greater maximum. When there is a change in the duties or responsibilities of a position resulting in its reclassification to a higher job category, the position shall be considered vacant and subject to filling under promotional procedures.

Promotional policy is based predominantly on potential, merit and evaluation. If appropriate, testing will be used as an additional basis for promotion. Seniority will be used as a basis for promotion only in instances where two or more individuals are considered equally qualified.

The Administrator after evaluation will recommend to the Mayor and Council candidates for promotion. After promotion, the first three (3) months in that position shall be considered as a probationary period.

ARTICLE 21 - MERITORIOUS ACTIONS AND SUGGESTIONS

When a letter is received commending the work or action of an employee on duty, it shall be placed in the employee's personnel file.

ARTICLE 22 - VOLUNTARY INTER AND INTRA-DEPARTMENTAL TRANSFERS

Interdepartmental Transfer - for an employee to be transferred between departments, the approval of both department heads involved must first be obtained before any consideration of this request is given and any recommendation made by the Administrator.

Intra-departmental Transfer - to transfer an employee to another classification other than that which he now holds in the department requires the approval of the department head and the Administrator.

An employee wishing an interdepartmental transfer shall make a written request to his present department head who in turn shall forward copies of the request to the department head to whose department the employee wishes to be transferred and the Administrator together with any comments. An employee wishing an intra-departmental transfer shall make a written request to the department head. The department head shall forward the request together with any comments to the Administrator.

The Administrator after reviewing the request with the department head and employee, if required, shall either approve or deny the request. If the request is approved, it shall be forwarded to the Mayor and Council for ratification before the transfer becomes effective. The employee involved shall be notified in writing of the decision.

ARTICLE 23 - RESIGNATION

An employee may resign by giving the department head a minimum of fourteen days written notice.

If any employee resigns without giving the required notice, the employee shall be considered as having resigned "not in good standing" and will not receive payment for any accrued vacation payment nor be considered for re-employment.

An employee who is absent from work for a period of two (2) consecutive days without notice to or authorization from the department head will be considered as having resigned "not in good standing".

The department head will immediately notify the Administrator of any resignation notice either verbal or written or any unreported absence.

The Treasurer after being informed by the Administrator of an employee's resignation will submit to the Administrator an accounting of any benefits accrued either to the employee or to the Township before the final paycheck is issued by the Treasurer. Any vacation entitlement owed to the employee will be prorated on an earned basis.

If the employee has taken more vacation than the prorated entitlement, payment will be made to the Township by deduction from the employee's paycheck. Any vacation leave in lieu of vacation pay will be granted at the discretion of the Administrator based on the recommendation of the department head.

Before the Treasurer shall issue a check to the employee, it will be the responsibility of the employee to turn in to the employee's department head any municipal property which the employee may have been entrusted with, such as; keys, clothing, tools, etc. The department head shall certify to the Treasurer that all Municipal property entrusted to the employee has been returned.

ARTICLE 24 - EMPLOYEES CONSIDERED AS QUIT

In the event an employee or group of employees violating the provisions of this article, he or they shall be deemed to have quit their employment. If such an employee or group of employees are re-employed by the Employer, any restoration of benefits shall be at the sole discretion of the Employer. The Employer has the sole right of determining the severity of the penalties on an individual employee basis, not withstanding any group action. .

The Union agrees not to cause, condone or support any prohibited action as found in this Article.

In the event of any action described in Paragraph 1 above, union representatives shall have a greater duty than other employees and shall be obligated to work despite the activities above described.

ARTICLE 25 - RETIREMENT

An employee intending to retire shall give written notice to the department head and the Administrator during the fiscal year in which he or she wishes to retire. This notification should be received at least six (6) months before planned retirement. The employee, upon advice of the Treasurer, should apply to the Public Employees' Retirement System for pension benefit information at least six (6) months prior to planned retirement to effect the smooth transition without a lapse of time between retirement and retirement benefits.

The Treasurer will submit to the Administrator an accounting of any benefits accrued either to the employee or to the Township before a final paycheck is issued by the Treasurer. In the case of retirees, full vacation entitlement for the year will be granted regardless of the particular time during the year in which the employee retires.

Before the Treasurer shall issue a check to the employee, it will be the responsibility of the employee to turn in to his/hers department head any municipal property which the employee may have been entrusted with such as keys, clothing, tools, etc. The department head shall certify to the Treasurer that all municipal property entrusted to the employee has been returned.

ARTICLE 26 - DISCIPLINARY ACTION

An employee may be disciplined for just cause. Violations of the rules identified below may call for some form of disciplinary action. In some cases, the action may result in either verbal or written warnings, followed by suspension, demotion and discharge. In serious cases or cases where an employee has previously violated the same or other rules or is not performing at an acceptable level, the employee may be subject to immediate discharge. It is necessary to point out that the types of misconduct identified below are merely examples of conduct that may lead to disciplinary action. They are not a complete list of all types of conduct that can result in disciplinary action, up to and including discharge.

Violation of any of the following rules, because of their seriousness, may result in immediate discharge without a warning.

- Obtaining employment based upon pertinent false or misleading information or falsifying information in or making material omissions in any documents or records.
- 2) Malicious or willful destruction or damage to Township property or supplies or the property of another employee or a visitor.
- 3) Theft or inappropriate removal from Township premises or property that belongs to or is in the possession of the Township or another Township employee.
- 4) Bringing or possessing firearms, weapons or any other hazardous or dangerous devices on Township property or during on-duty time without proper authorization.
- 5) Absence without authorization.

Infractions of the following rules will, depending on the seriousness of the offense and all pertinent facts and circumstances, result in disciplinary action, including counseling, verbal or written warning, suspension or discharge:

- 1 Continuous unsatisfactory job performance and/or neglect of duty.
- 2. Absence without leave or failure to report after authorized leave has expired or after such leave has been disapproved or revoked.
- 3. Inability to perform job duties.
- 4. Insubordination, including refusal to do assigned work or refusal to perform work in the manner described by a supervisor without proper justification.
- 5. Possession of alcohol or any unlawful drug while on duty or while on Township premises or reporting to work under the influence of alcohol or any unlawful drug.

6. Conviction of a criminal act.
7. Participation in any political activity prohibited by federal or state laws or municipal ordinances during working hours.
8. Conduct unbecoming a public employee.
9. Frequent or excessive tardiness or absence from work or an employee's work area.
10. Violating safety rules as outlined by the Township or engaging in conduct that creates a safety or health hazard.
11. Fighting or provoking a fight on Township time or property.
12. Falsifying or destroying any timekeeping record, punching another employee's time card or allowing another employee to punch one's time card.
13. Leaving Township premises or one's job during working hours without notification to the Department Head and obtaining permission from the Township Administrator or in the absence of the Township Administrator, the Municipal Clerk.
14. Action that endangers others, Township property or disrupts work.
15. Smoking in restricted areas or where no smoking signs are posted.
16. Threatening or intimidating any other employee or the public.
17. Sexual harassment of another employee.
18. Sleeping while on duty.
19. The use of profane, threatening or abusive language toward a fellow employee or the public.
20. Gambling on Township time and/or property.
21. Careless waste of material, abuse of tools or equipment.
22. Willful hampering of Township operations.
23. Using the telephone for long distance personal calls without permission of a supervisor.
24. Failure to report an injury.

Disciplinary action may consist of either a verbal or written notice.

1. If verbal, the department head shall inform the employee of the complaint and shall attempt to resolve the matter by discussing the infraction with the employee. If the matter can be satisfactorily resolved, the supervisor or department head may consider the matter closed. The supervisor or department head may at his option by memo inform the Administrator who will then place the memo in the employee's personnel file. If a memo is written, the employee will be allowed to see its contents prior to insertion in the file.
2. If the infraction is of such a nature that it should be committed to writing, a written memo setting forth the nature of the infraction and comments by the supervisor or department head shall be forwarded to the Administrator. A copy of the memo shall be furnished to the employee. Within seven (7) days after receipt of the memo, the Administrator will schedule a meeting with the employee and the department head. A review of the facts will be made, and the Administrator will make a reasonable judgment based on the facts.

A written report of the meeting and of the action taken will be made and a copy placed in the employee's personnel file. A copy shall also be furnished to the employee.

3. The Administrator, based on the recommendation of the department head, may suspend an employee when such employee's performance or conduct justifies disciplinary action short of dismissal. The suspension shall be without pay for a period of no more than ten (10) working days.

ARTICLE 27-

Paychecks are issued every (2) weeks by the Treasurer's Office on Thursday morning. When Thursday is a holiday, checks will be issued on the day preceding the holiday or after the holiday. The Township has the right to change the pay date and/or the frequency of the pay date.

Mandatory deductions consist of the following:

1. Federal and State Income tax
2. F.I.C.A. (Social Security)
3. Unemployment Compensation Insurance
4. Pension (P.E.R.S.)

Authorized deductions may consist of the following:

1. P.E.R.S. Contributory Insurance
(mandatory the first year of enrollment)
2. United Way
3. Deferred Compensation

4. Payment of loans borrowed against an employee's Pension
5. Payroll deduction plan in cooperation with North Jersey Credit Union.
6. U.S. Savings Bond purchases.
7. P.B.A. Dues (police only)
8. I.B.E.W. Dues (union members only)

Upon two (2) weeks advance request of the individual employee, vacation pay will be paid on the payday prior to the start of vacation period, without excessive deductions.

ARTICLE 28 - DUES DEDUCTION

f. The Township agrees to deduct dues from the Union from the wages of an employee covered by this Agreement, pursuant to the existing statute as amended, provided at the time of such deduction there is in the possession of the Township, a current written assignment, individually and voluntarily executed by the employee. The Union shall be responsible for securing the signatures of its members on the forms and delivering the signed forms to the Township.

The Township agrees to deduct 85% of the current dues from the wages of any employee who has elected not to become a member of the Local 1158, The International Brotherhood of Electrical Workers, A.F.L.-C.I.O.

The Township will deduct the current union dues from the pay of the employee(s) on a weekly or a monthly basis, however, not more than four (4) times in any one month provided that if an employee has no pay coming for such pay period or if such pay period is the first pay of a new employee, such dues shall be deducted from the next appropriate pay period. The Township will deduct from the pay of employee(s) in any one month only dues incurred while an individual has been in the employ of the Township and only such amounts becoming due and payable in such month. The Township shall remit to the Union all dues collected on a monthly basis. Such dues shall be remitted on or before the 10th day of the following month.

In the event that a refund is due an employee for any sums deducted from wages and paid to the union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township notice of the change at least thirty (30) days prior to the effective date of such change.

The Union shall indemnify and hold the Township harmless against any all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Township for purpose of complying with the provisions of this Article.

ARTICLE 29 - MERIT INCREASES

I. Merit Pay. After an employee's first seven (7) years with Fairfield they shall receive a one-time merit pay of \$1,000.00, as bonus pay but not to base, as long as they do not have an average of seven (7) undocumented sick days in those prior seven (7) years and do not receive any formal discipline in those seven (7) years. Undocumented sick days mean sick days not supported by a physicians' note. After seven (7) years, an employee shall be eligible for a new round of merit pay every five (5) years under the same criteria above, adjusted for the five (5) year cycle, not to be added to Base of Salary.

ARTICLE 30 - PAY REDUCTIONS

No person shall suffer a reduction in his hourly rate of pay because of the adoption of this Agreement unless the employee has been properly demoted.

ARTICLE 31 - LONGEVITY

If any current employee should prevail in showing they were qualified for longevity, it will be handled as per past practice.

All personnel hired by the Township of Fairfield after August 15, 1991 shall not receive longevity payments.

A permanent part-time employee shall not be eligible for longevity.

ARTICLE 32 - CREDIT INFORMATION

Only verification of employment will be given by the Administrator's office in response to telephone inquiries. Additional information concerning an employee's status will be furnished by the Administrator's office only upon written request from the inquirer and written release by the employee.

ARTICLE 33-HEALTH BENEFITS

The Township of Fairfield provides fully paid health insurance coverage under the State Health Benefits Program or another comparable medical/surgical insurance program, a Dental Insurance Program and a Prescription Drug program for all permanent full-time, and their eligible dependents, the Mayor and Council and their eligible dependents. The Township shall have the right to change providers provided the coverage provided remains comparable to the State Health Benefits Program.

In addition to the foregoing, the Municipality will continue to provide medical benefits to employees after retirement, substantially similar in nature to the health benefits provided to employees presently working. The coverage will apply to the employee and spouse only. In the event of an employee's death coverage will continue for the surviving spouse until his/her death. In order to be eligible for this benefit, the employee must have a minimum of twenty-five (25) years of full-time service with the Municipality.

In the event of disability retirement, the employee, his or her spouse and dependents will be covered by the provisions of this benefit.

There is a two month waiting period for insurance coverage in the hospitalization plan, and a one month waiting period for the dental and prescription plan. The prescription plan is as follows:

\$10.00 Generic

\$ 20.00 Brand Names

2x Mail Order Prescriptions

Members will be responsible for all costs of prescription drugs not covered by the plan.

Employees who have Medical and Prescription coverage through their spouse will be offered, unless prohibited by the insurance carrier, and annual incentive stipend. The annual stipend for opt out shall be limited to 25% or \$5,000 whichever is less, of the total premium cost consistent with public law, paid by the Township of Fairfield to waive Medical and Prescription coverage. Employees would be able to re-enter the Township plan only if one of the following criteria were met:

1. Spouse's employer discontinues or substantial diminution in level of coverage.
2. Spouse loses coverage through separation from the employer.
3. Marital status changes or the birth/adoption of a first child.
4. At the employee's option during the next open enrollment.
5. For newly hired employees (not to include employees currently on payroll such as part employees or employees on leaves or layoff) after January 1, 2018, the retiree health benefit shall remain the same except that it shall be for the employee only, and until such time that the employee is eligible to be covered by Medicare. At that point employer contributions toward health coverage shall cease

ARTICLE 34 - LIFE INSURANCE

The Township of Fairfield, in addition to the contributory and non-contributory life insurance provided under P.E.R.S., provides additional life insurance through a self-insurance program in the amount of \$5,000 for all full-time permanent employees. When employment is terminated either through retirement or for other reasons, this life insurance coverage stops. The Treasurer's office is responsible for enrolling eligible employees.

Employee contributions towards healthcare, at Tier 4 Chapter 78. shall be continued during the term of this contract.

ARTICLE 35 - DISABILITY

The Township of Fairfield provides compensation for full-time permanent employees if they suffer short or long-term disability.

Eligibility for disability insurance payments is subject to certification by a physician designated by the Township and approval by the insurance carrier.

If a permanent full-time employee becomes disabled because of a non-job related injury, accident or illness, the employee must use one half (1/2) of his or her sick time unless they are qualified for disability prior to exhausting 1/2 their sick time. After the employee's sick time is exhausted, the disabled employee will receive at least sixty percent (60%) of his weekly salary from the Township for a period of up to six (6) months from the start of the leave (the six (6) month period includes the sick time off). During the part of the six (6) month period that the Township is paying the employee at sixty percent (60%) of his salary, the Township shall continue to pay the Township's portion of the employee's State pension contribution. The employee shall submit his/her portion of his/her pension contribution weekly. After the six (6) month period is exhausted, the employee will receive at least sixty percent (60%) of his weekly gross salary from long term insurance coverage provided by the Township. This benefit shall continue until the employee returns to his or her duties, reaches the age of sixty-five (65), is determined to be unable to return to duty and there are no reasonable accommodations or receives medical retirement status under the State Retirement system. The Township will continue to provide the same health and medical benefits program for the employee and his/her dependents as it provides to its other employees, for a maximum of one (1) year.

With the approval of the Administrator, the employee may remain on leave for an additional thirty (30) days without pay.

Disability is defined as an absence from duty due to injury or illness that renders the employee incapable of performing his/her duties as certified by a physician. The Township reserves the right to require that any employee claiming disability be examined by a physician of the Township's choice.

ARTICLE 36 - PENSION PLAN

Eligible employees (see Retirement Policy) must enroll in the Public Employees' Retirement System (P.E.R.S.) effective the date of their appointment. All provisions of the system are governed by the State Statute and administered by the State of New Jersey, Division of Pensions. Non-contributory life insurance is provided for in the plan. Contributory life insurance is mandatory during the first year of enrollment only.

The Treasurer's office will enroll new employees in the system and provide a booklet entitled "Public Retirement in New Jersey". The plan provides for disability, retirement and death benefits. Salary deductions such as contributions for pension, life insurance, social security, repayment of loans, etc. will be made from the employee's paycheck and will be indicated on the pay stub.

ARTICLE 37 - ON THE JOB INJURY

If an accident or injury occurs while an employee is on the job, the employee shall report the incident to their immediate supervisor or department head immediately no matter how minor the injury or accident. It shall be the responsibility of the supervisor or department head to ensure that a written report is submitted to the Municipal Clerk on the proper forms within twenty-four (24) hours of the incident.

If medical attention is required, the employee should either seek the services of his/her personal physician or should be transported to a Medical Treatment Center designated by the Township of Fairfield in Wayne. Medical bills should be sent to the Municipal Clerk.

If an employee is disabled because of a job-related injury or accident or illness and unable to work, the Township will continue to pay the employee his or her full weekly salary, together with fringe benefits for a period of up to one (1) year from date of injury, providing the employee during

An employee who is disabled because of the occupational disability is eligible for benefits under the Township's disability program as stated in this agreement.

Employees returning from authorized leave of absence because of on the job injury will be restored to their original job classification at the appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

ARTICLE 38-SICK BENEFITS

The Township of Fairfield has established the following policy regarding absence due to sickness or injury.

All permanent full-time employees who have been employed with the Township for one year or more shall be entitled to 10 (ten) days paid per calendar year for absence due to sickness or injury. For employees who have less than one year of employment with the Township, those employees shall earn tenths of a sick day for each month employed.

Each year employees hired prior to May 10, 2010 shall continue to be paid one half of their unused sick benefit entitlement by February 1st of the following calendar year. and shall be able to bank 50% of their unused sick days up to a maximum of twenty (20) total accumulated days. Thereafter no further banking of days will occur until days are used from the accumulated sick days. Even though an employee has accumulated twenty (20) sick days that employee will still continue to be entitled to ten (10) sick days per year, however, any of those sick days remaining at the end of the year must be cashed out of the rate of one-half day for every day. Anyone hired after May 10, 2010 can only cash out unused sick days upon retirement or separation. The amount shall be capped at \$15,000. All banked sick days shall be recorded in our Finance Department as of the date and value that they were banked. In the event an employee wishes to use any banked sick days, the last day banked shall be the first used.

In addition to the above benefit permanent full-time employees in severe instances that require the employee be out of work in excess of his/her sick time balance shall be treated as short term disability from day 1. Severe instances events are defined as illness or injury requiring surgery, in patient hospitalization or out patient medical care services of a long duration, and required recovery from same.

All permanent part-time employees shall be entitled to sick days on a prorated basis according to the number of hours or days they are regularly scheduled to work.

An employee can use their allotted unused sick days and any unused banked sick days for any and all days lost while out under the Family Leave Act.

In addition to the above benefit, permanent full-time employees are entitled to no more than thirty (30) catastrophic sick days for each catastrophic sickness occurrence which may be utilized for a particular condition, illness or injury as described above. Such catastrophic sick days shall not accumulate

Catastrophic events, for which said catastrophic sick days may be utilized, are defined as illness or injuries requiring surgery, in-patient hospitalization or out-patient medical care services of a continuous nature so that said catastrophic events render the employee unable to perform any task for the benefit of the Township. Said determination of the employee's ability to perform light duty shall be made by the Administrator based upon a review of the employee's medical condition and consultation with Department Heads in order that a return to work shall not exacerbate the employee's medical condition. Before using catastrophic sick days, the employee must utilize at least one-half of the current sick days remaining for that calendar year in connection with said condition.

ARTICLE 39-DEPARTMENTAL RULES AND REGULATIONS

Subject to the approval of the Administrator and review by the Mayor and Council, a department head may from time to time establish, amend and supplement written rules and regulations affecting the personnel and internal operations of his or her department. Such departmental rules and regulations shall be consistent with New Jersey State Statutes, the Personnel Policy and Procedure Manual, this collective bargaining agreement and any other Township Ordinance.

All new Rules and Regulations, Policies and Procedures proposed by the Township of Fairfield affecting working conditions, or any of the terms of this Labor Agreement will be submitted to the Union for review and discussion before being implemented.

The rules and regulations shall be in writing, signed by the head of the department and upon recommendation of the Administrator shall be submitted to the Mayor and Council for approval. After approval they shall be binding on all persons within the jurisdiction of the department. A written copy of the approved rules and regulation shall be distributed to personnel of the department affected and the local Union.

ARTICLE 40-ATTENDANCE

An employee who is absent from work because of illness or an accident will be paid his regular salary for a period not to exceed ten (10) days. If the illness or accident extends beyond the ten (10) day period, the employee is entitled to the benefits under the Township's disability program.

Employees have the responsibility to notify their supervisor or department head within thirty (30) minutes of their starting time if they are going to be absent or late on any particular day.

Department heads must warn employees about excessive absences and lateness and recommend appropriate disciplinary action if necessary.

After an employee has been absent from work due to an illness or injury for a period in excess of five (5) consecutive work days, the department head shall require the employee to furnish a medical certificate of a physician having personal knowledge of the employee's condition in support of the employee's absence from work. Failure to submit such medical certificate will result in the sick absence being disapproved and the absence charged to leave without pay. Medical certificates will be forwarded to the Administrator's Office.

Abuse of the attendance policy may be cause for disciplinary action.

Regular and punctual attendance of employees is essential for the efficient operation of the business of the Municipality. Employees are required to be present and ready for work at their designated work stations, at the specified starting times and up to closing time unless they are sick or on authorized leave.

Sick time is defined as an absence from work due to personal illness, accident, exposure to contagious disease or required emergency attendance upon a member of the employee's immediate family who is seriously ill.

Unsatisfactory attendance includes abuse of sick leave, absences that precede or follow regularly scheduled days off or holidays and continual tardiness.

Any employee who is absent from work for a period of two (2) consecutive workdays without notification to or authorization from the department head will be considered as having resigned "not in good standing".

ARTICLE 41 - HOURS

The Municipal Offices are open Monday through Friday from 8:30 a.m. to 4:30 p.m., excluding holidays. Office personnel are required to work these hours with one hour off for lunch between the hours of 12:00 p.m. and 2:00 p.m.

Public Works personnel work a normal work week of forty (40) hours. Working hours for the Public Works Department are from 7:00 a.m. to 3:30 p.m. with a half hour lunch break. Working hours for Public Works Inspectors are 9:00 a.m. to 5:00 p.m. with a one hour lunch period.

Working hours may be changed for good reason at the discretion of the department head with prior consent of the Administrator and notice to the union.

ARTICLE 42 - WORK SCHEDULE AND OVERTIME

Daily and weekly work schedules shall not be altered except by mutual consent of the Union and the Township. Otherwise, all agreed to practices concerning daily and weekly work schedules, hours, breaks and lunches shall remain in effect for the life of this Agreement.

In the event an employee has cause for reporting late or being absent, the employee shall provide as much advance notice to his immediate supervisor as is reasonably possible consistent with past practice. In the case of a reported absence or lateness, the involved employee shall give notice within thirty (30) minutes of his starting time.

In order to meet the demands of work within the Township, employees may be required to work in excess of the hours of work designated as the normal work week for their class title. Overtime will be authorized by the department head, and overtime opportunities will be distributed as equally as possible among employees in the same job classification within each department.

Overtime within a department will be offered to regular permanent employees before seasonal, or part time employees are asked to work overtime. The Supervisor will contact the Foreman if he/she needs additional help from regular permanent employees from another department to work overtime. Seasonal, or part time employees will be allowed to work overtime within their own department during the week before regular permanent employees from another department are asked to work overtime. All regular permanent employees regardless of their Department shall have first preference for all Saturday and, or Sunday work. The Township will post the availability of Saturday and, or Sunday work during the week. All regular permanent employees who want to work on Saturday and, or Sunday must advise their Foreman by Thursday of that same week of their availability to work on Saturday and, or Sunday. If more regular permanent employees elect to work on Saturday and, or Sunday than the Township needs, the Foreman will assign the work based upon seniority order within the Department the work has been scheduled before employees from another Department are assigned to work. If additional employees are still needed to work on Saturday and, or Sunday than originally elected to work, the Foreman can then offer work to as many seasonal and, or part time employees as they deem necessary to complete the work.

Employees of the Municipality shall be paid overtime at the rate of one and half times the hourly rate after forty (40) hours, except department heads and other specifically designated as ineligible.

Notwithstanding the foregoing, when members of the Public Works Department are engaged in snow removal activities on a Sunday or designated holiday, they shall be paid the rate of two-times the regular hourly rate. Eligible employees shall receive a minimum of two (2) hours pay at the overtime rate when called in to work other than the extension of normal work hours.

Any employee working a double shift shall receive a one-hour mandatory paid break. There shall be a \$15.00 dinner voucher for all emergency call-ins that exceed 8 hours.

A stipend of ten dollars (\$25.00) will be paid after four (4) hours of consecutive plowing after the regular work day. It will be paid only for the first four (4) hours of overtime. In the event an employee is called in for plowing on a Saturday, Sunday, or holiday, this stipend shall be paid after four (4) hours of consecutive plowing.

The hourly rate for purposes of overtime shall be calculated on the basis of 1/2080 of the annual rate of pay of those employees on a forty (40) hour week and 1/1820 for those employees on a thirty-five (35) hour week.

All Township employees who serve as volunteer firemen within the Township of Fairfield or any mutual aid fire department will be allowed to respond to all fires while at work with no loss of pay. The Fire Chief will determine when the volunteer firemen can leave a fire and, or emergency call to return to work.

All volunteer firemen will be allowed one day paid funeral leave to attend the funeral of any mutual aid fireman who lost their life in the line of duty.

Any personnel required to take a job-related course after normal working hours or on Saturday shall be paid a salary or equivalent time off at a rate of one and one-half (1 1/2) times his or her regular salary, and must be approved by the department head.

Should a State of Emergency be declared, and such a declaration results in all other Township employees not covered by this agreement, except members of the Police Department, being discharged from work with pay, then all employees covered by this Agreement who shall work during such Emergency shall be compensated with a comparable amount of comp time.

The Township shall provide a half-hour (1/2) break to each employee during snow emergencies after each four (4) hour work period. The Township shall have the ability to limit the number of employees allowed to take such break at any given time between the fourth and fifth hours of work,

ARTICLE 43 - STAND-BY DUTY

There is hereby established a stand-by duty policy for the Public Works Department. This policy will pertain to all Divisions within the Department with the exception of the Division of Buildings and Grounds. There will be three stand-by systems; one encompassing the Divisions of Roads and Parks and Playgrounds the second encompassing the Division of Fleet Maintenance and a third for the Water and Sewer Division. All personnel within the Divisions mentioned above are included in the stand-by system, unless specifically exempted by the Director of Public Works.

Stand-by Duty - Divisions of Roads and Parks and Playgrounds

1. The stand-by period will begin on Friday at the end of the regular work day and shall extend to Friday of the of the following week. It shall include Saturdays, Sundays and holidays.
2. Payment for stand-by duty shall be the equivalent of seven (7) hours of work at the overtime rate. If the man scheduled for stand-by is called out for any emergency, he will be paid the overtime rate during the emergency. The minimum call out time shall be two (2) hours at the overtime rate. If a holiday falls within the particular week, an additional two (2) hours for stand-by duty will be paid at the overtime rate for each holiday.
3. During the stand-by period, the man on duty shall answer all emergency calls from the police or other authorized officials in the Public Works Department.
4. The man on duty shall remain at home to receive any emergency calls. If he should leave his home for any reason, he will call the police officer at the desk and give him the following information:
 - a. The time he is going to leave home.
 - b. The time he is to arrive at his destination and the phone number at that location.
 - c. On arriving at his destination, he will call the officer at the desk to notify him of his arrival.
 - d. When he leaves, he will again call the officer at the desk to inform him of his departure. When he arrives home, he will again call the officer at the desk to notify him of his arrival home.
 - e. The man on duty shall remain at home to receive any emergency calls. If he should leave his home for any short periods or an emergency, the beeper will be used.
5. Absences from home are to be kept to a minimum and will be for personal emergencies or important purposes only and should be no more than one-half hour traveling time to work.

6. If it becomes necessary for the man on duty to stay away from his home for an extended period of time, he will obtain a substitute from among the Public Works personnel to serve on stand-by duty during this period. He will notify the officer at the desk of this change. He will also notify the Superintendent/Assistant Superintendent of the person and time period in which the switch is being made. That person will be responsible for any and all related problems which occur in that time period.
7. If he is called out on an emergency and needs assistance, he may call another man to assist him. This man should preferably be from the Division in which the emergency occurs. If the situation warrants, he will notify the foreman of the Division in which the emergency occurs and the Superintendent of Public Works.

Stand-by Duty - Divisions of Fleet Maintenance and Water & Sewer

1. The stand-by period shall begin on Friday at the end of the regular work day and extend to the beginning of the work day on Monday morning. It shall include Saturdays and Sundays.
1. Should a holiday occur during the particular work week, the stand-by man shall remain on stand-by throughout
2. Payment for stand-by duty in the Divisions of Fleet Maintenance and Water and Sewer shall be the equivalent of seven (7) hours at the overtime rate for ordinary weekends. If a man scheduled for standby is called out for any emergency, he will be paid at the over-time rate. The minimum call out time shall be two (2) hours at the overtime rate. If a holiday falls within the particular week, an additional two (2) hours for stand-by duty will be paid at the overtime rate for each holiday.
3. During the stand-by period, the man on duty shall answer all emergency calls from the police or other authorized officials in the Public Works Department.
4. The man on duty shall remain at home to receive any emergency calls. If he should leave his home for any reason, he will call the police officer at the desk and give him the following information
 - a. The time he is going to leave home.
 - b. The time he is to arrive at his destination and the phone number at that location.
 - c. On arriving at his destination, he will call the officer at the desk to notify him of his arrival.
 - d. When he leaves, he will again call the officer at the desk to inform him of his departure. When he arrives home, he will again call the officer at the desk to notify him of his arrival home.

- e. The man on duty shall remain at home to receive any emergency calls. If he should leave his home for any short periods or an emergency, the beeper will be used.
5. Absences from home are to be kept to a minimum and will be for personal emergencies or important purposes only and should be no more than one-half hour traveling time to work.
6. If it becomes necessary for the man on duty to stay away from his home for an extended period of time, he will obtain a substitute from among the Fleet Maintenance personnel to serve on stand-by duty during this period. He will notify the officer at the desk of this change.
7. If he is called out on an emergency and needs assistance, he may call another man to assist him. This man should preferably be from his own Division in which the emergency occurs. If the situation warrants, he will notify the foreman of the Division in which the emergency occurs and/or Superintendent of Public Works.

ARTICLE 44 - UNIFORMS

The Township supplies and maintains the uniforms for employees of the Public Works Department, Division of Roads, Buildings and Grounds, Water and Sewer, Parks and Playgrounds and Fleet Maintenance.

The uniform allowance shall be \$350.00 annually and shall include work shoes or boots. It shall remain to be paid by a receipt and reimbursement system

In order to provide a fresh uniform daily, each employee of the Public Works Department, Divisions of Roads, Buildings and Grounds, Water and Sewer, Parks and Playgrounds and Fleet Maintenance is furnished with eleven (11) uniforms which will allow for five (5) uniform changes per week. Uniforms and approved work shoes are to be worn at all times during the working hours. Should the employee lose the uniform provided, they shall be responsible for its replacement cost.

This benefits will be prorated for anyone not on payroll January 1 of any given year.

ARTICLE 45 - PERSONAL PROPERTY

i It is the policy of the Township to reimburse employees for repair or replacement of damage to personal property of employees as set forth below. Employees will only be reimbursed for damage or loss of personal property on the person of the employee while the employee is performing his/her duties. Employees will only be reimbursed for loss or damage to the employee's motor vehicle if the damage is the result of an act of vandalism which occurs at a Township facility and while the employee is discharging the duties and responsibilities of his/her position on behalf of the Township.

When an act of vandalism occurs which results in the loss or damage to an employee's automobile, the incident should immediately be reported.

If the employee's personal insurance would cover the loss or damage, the claim should be presented to that insurance company. Any reimbursement by the Township will be made only to the extent that the loss or damage is not covered by the employee's insurance. The certification requires the employee to indicate whether or not personal insurance is carried which will cover the loss or damage. If the employee does have insurance, the deductible amount, if any, relevant to that loss is to be shown.

The Township shall provide reimbursement to any employee for personal cell phone use over the employee's minimum monthly rate for Township related usage only.

ARTICLE 46 - OUTSIDE EMPLOYMENT

Outside employment is permitted provided it does not interfere with an employee's performance or compromise an employee's position with the Township through conflict of interest.

Outside employment is not to interfere with the needs of the Township. An employee shall be available to work overtime when there is an emergency or a departmental requirement. An employee's position with the Municipality shall take precedence over any other employment.

ARTICLE 47 - GRIEVANCE PROCEDURE

A grievance is defined as a disagreement or dispute between the employee and the Municipality concerning the terms of employment. It is the policy of the Municipality that every employee at all times be treated fairly, courteously and with respect. Conversely, every employee is expected to accord the same treatment to their associates, supervisor and the public.

All grievances are to be settled in the following manner:

Step 1 - The grievance may be presented orally and shall be taken up by the shop steward along with

The aggrieved employee with his immediate supervisor or department head within five (5) days of the occurrence. The supervisor or department head shall answer the grievance either verbally or in writing within five (5) working days.

Step 2 - If the grievance is not satisfactorily resolved in Step 1, it shall be reduced to writing within five (5) working days and referred to the Administrator for further discussion. A meeting will be held between the Administrator, shop steward the aggrieved employee and the grievant=s designated representative within five (5) working days from submission. The answer of the Administrator shall be in writing and shall be given to the aggrieved employee within five (5) working days following the meeting.

4 Step 3 - If the grievance is not satisfactorily resolved in Step 2, the grievance shall be referred to the Councilperson designated by the Mayor as liaison to the department involved or whomever the Mayor may designate. A meeting will be held between the Mayor's designated representative shop steward, grievant and the grievant=s designated representative within five (5) working days from submission. After a review of the matter, the Councilperson shall render a decision within ten (10) working days.

Step 4 - If the grievance is not satisfactorily resolved in Step 3, the grievance together with all related documentation may be submitted to the Mayor and Council by the aggrieved employee for formal hearing within five (5) working days. The shop steward grievant and the grievant=s designated representative shall also attend this hearing. After the hearing which shall be on the documentation submitted, the Mayor and Council will render a decision on the matter within fifteen (15) working days.

The decision of the Mayor and Council shall be final. All papers and documents pertaining to the grievance shall be placed in the employee's personnel file.

ARTICLE 48 - HOLIDAYS and PERSONAL DAYS

All permanent full-time employees are entitled to thirteen (13) holidays (including three (3) floater days) per year as designated by memo from the Administrator. These holidays include:

New Year's Day	Thanksgiving Day
President's Day	Day after Thanksgiving Day
Good Friday	½ Day Christmas Eve
Memorial Day	Christmas Day
Fourth of July	½ Day New Year's Day
Labor Day	

If a holiday falls on a Saturday, it will be celebrated on the preceding Friday. If a holiday falls on a Sunday, it will be celebrated on the following Monday.

Should the ½ day off for Christmas Eve, or New Years Eve occur on a Saturday or Sunday, the ½ days will be granted as an additional floating holiday.

If one of the above holidays falls within an employee's vacation period, the day will not be charged against the employee's vacation entitlement.

Employees required to work on a holiday will be paid double time for all hours worked in addition to

their regular holiday pay.

Each employee shall be entitled to receive three (3) floater holidays annually chosen by the employee with the consent of the appropriate supervisor and the Township's Administrator with at least one (1) day notice to the Township required. The Township shall have the right to limit the number of employee's requesting to take the same day off.

Permanent part-time employees shall be entitled to six (6) holidays per year as follows:

New Year's Day	Thanksgiving Day and the Day after
Good Friday	Christmas Day
Fourth of July	

If other scheduled holidays for permanent full-time employees fall on a permanent part-time employee's regularly scheduled work day, then that employee shall be required to work the following work day.

All permanent part-time employees currently employed by the Township on the effective date of this Agreement shall be "grand-fathered" so as to receive the same level of benefit for holidays as full time employees.

All employees covered by this Agreement shall be entitled to three (3) personal days with pay per year with at least one (1) day advance notification to the Township required.

ARTICLE 49 - VACATIONS

Full-time permanent employees are entitled to annual vacations based on the following schedule and will be credited to the employee on January 1 of each year:

Service	
First (1st) calendar year	2 working day per month of employment
Second (2nd) thru sixth (6th) calendar year	10 working days
Seventh (7th) thru Eleventh (11th) calendar year	15 working days
Twelfth (12th) thru Sixteenth (16th) calendar year	20 working days
Seventeenth (17th) calendar year	

and thereafter

25 working days

Permanent part-time employees shall be entitled to vacation time on a prorated basis. Vacation days shall be accumulated on the basis of customary work days for the part-time employee.

Vacation must be taken in one and two week blocks except for five (5) days which may be taken individually.

All personnel currently employed by the Township of Fairfield on the effective date of this Agreement shall be "grand-fathered" at their existing benefit level for vacation so as not to lose any vacation days from the amount of days they were receiving prior to the implementation of this agreement.

Vacation shall not be cumulative and must be taken within the year earned. Vacation time not taken within the year earned shall be considered as forfeited except in cases where the department head and Administrator agree that the employee cannot take all of the accrued vacation. In such cases, up to one-half of the previous year's vacation carry-over time must be used by July 1 or it shall be considered forfeited. Requests to carry over unused vacation days into the following year must be submitted to the Department Head for approval by November 1 and then forwarded to the Administrator for approval by December 1. An official holiday occurring during an employee's vacation leave period shall not be counted as a day of vacation.

Department heads will submit a vacation schedule of their employees to the Administrator by a date as determined by the Administrator.

Department heads will ensure that employees use vacation earned so that employees do not forfeit their vacation days at the end of the year.

Upon termination entitlement to vacation time shall be determined in full days only and shall be prorated in accordance with actual time employed.

Employees may receive advance payments of salary prior to a scheduled vacation provided a written request is submitted to the Treasurer's Office at least two (2) weeks in advance of the scheduled vacation.

The department head reserves the right by reason of pressure of business for the general welfare of the Township, to designate the periods during which an employee may take a vacation. In case of conflict in vacation schedules, an employee's length of service with the Township will be used to determine preference. However, in any instance proper staffing of the department must take precedence over all other considerations in scheduling vacations.

Requests for single day vacations should be submitted at least three (3) days in advance to the department head. The minimum amount of vacation that can be taken at one time is one-half day.

Any carry over days of vacation from previous year to be used by July 1st of current year.

ARTICLE 50 - BEREAVEMENT LEAVE

Permanent full-time and permanent part-time employees will be granted, upon approval of the department head and the Administrator, time off with pay from the day of death until the day of the funeral

inclusive in the event of death in the immediate family.

This leave is not to exceed three (3) work days. An employee may request additional leave in excess of three days where exigent circumstances of hardship necessitate the request. The additional time off shall be deducted from accrued vacation or shall be charged as leave without pay. The request for additional leave shall be made to the Administrator.

An employee should notify the department head and the Administrator of a death in the family and of the need for leave as soon as practical. Reasonable proof of death (and/or of relationship) shall be submitted to the department head.

t "Immediate family" shall mean spouse, parents, child, stepchild, parents-in-law, stepparent, grandparent, grandchild, brother, sister, stepbrother, stepsister, brother-in-law, sister-in-law or family members in residence not described.

Permanent full-time and permanent part-time employees will be granted, upon approval of the department head and the Administrator, time off with pay for one (1) day in the event of death of an aunt, uncle, niece or nephew.

ARTICLE 51 - MATERNITY BENEFITS

Permanent employees who become pregnant are entitled to continue their employment as long as they are able to perform their duties.

The employee shall submit to her Department Head or Supervisor, a written request for maternity leave, together with verification from her physician, at least one (1) month before her intended leave. The request shall then be submitted to the Administrator, who shall give written approval. The approval shall include the dates and length of time of the leave. The employee shall first be required to use any unused sick time. After the sick time is exhausted payment for maternity leave shall be limited to a period of eight (8) weeks at 50% of the employee's salary.

If the employee is unable to return to work because of medical reasons, a certificate from the physician specifying the reason shall be submitted. In such an instance the employee shall be entitled to an additional thirty (30) day leave without pay.

If the employee wishes to return to work before the approved leave has elapsed, she may do so provided that she supplies a certificate from her physician indicating that she is able to return to work. In any case, it shall be the employee's responsibility to supply certification from her physician indicating her ability to return to work prior to resuming her employment. With the approval of the Administrator, the employeemay remain on leave for an additional thirty (30) days without pay.

ARTICLE 52 - JURY DUTY

In the event an employee is called to jury duty, time off without loss of pay will be granted for a maximum of two (2) weeks. Absence from work will not be counted against any accumulated vacation time of the employee. The employee will be paid only for the time required to serve on jury duty; and if there are times the employee is not scheduled for jury duty or is released early, the employee must return to work. The employee shall receive the difference between jury duty pay and regular pay. The employee must present a copy of the summons to jury duty to his department head immediately upon receipt the department head will forward a copy of the document of the Administrator's Office.

ARTICLE 53 - LEAVE OF ABSENCE WITHOUT PAY

Permanent employees may request a leave of absence without pay for good cause. The Mayor and Council based upon the recommendation of the appropriate department head and Administrator may either approve or deny the request.

Leave without pay in any event will not exceed a six (6) month period. Leave without pay will not be granted in cases where a change of employment is involved.

An employee on leave will not be entitled to benefits during the duration of the leave but upon return from leave will be entitled to a position of equal status and to pay that which was held when the employee went on leave.

If such leave is granted, it is necessary that a copy of the approving resolution be sent to the Division of Pensions of the State of New Jersey.

No employee shall return to work prior to the expiration of his/her leave without prior approval of the Township Administrator. An employee who works for another employer during his/her leave or who gives false reason for leave shall be disciplined up to and including discharge.

An employee who does not return to or overstays a leave of absence, may be considered to have quit his/her employment, and if rehired, shall be considered a new employee.

During approved leave of absence the employee may continue health insurance or pension coverage by paying the cost of such coverage to the Township every two months.

An employee desiring a leave of absence shall submit a request in writing to his department head stating the reason for and duration of the leave requested. The request together with comments from the department head will be forwarded to the Administrator. The Administrator will then submit the request with his recommendation to the Mayor and Council for consideration.

ARTICLE 54 - WAGES

All employees covered by this Agreement will receive the following increases to their wages:

1/1/2021	2.5%
1/1/2022	2.5%
1/1/2023	2.5%

The following list represents salary adjustments for all job classifications except foremen covered by the Agreement. This list includes 15 months, 27 months, 42 months, and 24 and 42 months for foremen months' salary adjustments as noted below. For those employees still on the below listed salary adjustment schedule, salary adjustments will continue to be made. All new hires will automatically receive the full salary adjustments listed below no matter at which starting salary they were hired. All salary adjustments listed below are in addition to the contractual rate increases noted above. Any member promoted while in Steps prior to reaching the final step will receive all remaining steps or 1 step into the higher range, whichever is greater. Any member promoted into a higher title that has a lower salary range based on the 2010-12 ordinance shall remain in their current salary range and shall receive a first step of \$600 over current salary then begin new title steps. Any member who receives a promotion who has completed all step of current title will receive one step into new title salary range or \$600, whichever is greater. At no time will a member's salary range be reduced based on the 2010-12 ordinance guidelines.

The Township reserves the right to hire employees at initial salary levels above the entry salary listed in the Township's Salary Ordinance. All such employees shall also receive the below listed salary adjustments in Full.

CLASSIFICATION	GRADE2	GRADE3	Grade 4
	<u>SALARY INCREASE AFTER</u>		
Building Maintenance Worker	15 Mos. \$1,300	27 Mos. \$1,300	42 Mos. \$1,500
Senior Building Maintenance Worker	15 Mos. \$1,300	27 Mos. \$1,300	42 Mos. \$1,500
Principal Building Maintenance Worker	15 Mos. \$1,300	27 Mos. \$1,300	42 Mos. \$1,500
	<u>SALARY INCREASE AFTER</u>		
Repairperson	15 Mos. \$1,300	27 Mos. \$1,300	42 Mos. \$1,500
Senior Repairperson	15 Mos. \$1,300	27 Mos. \$1,300	42 Mos. \$1,500
Principal Repairperson	15 Mos. \$1,300	27 Mos. \$1,300	42 Mos. \$1,500
	<u>SALARY INCREASE AFTER</u>		
Equipment Operator	15 Mos. \$1,300	27 Mos. \$1,300	42 Mos. \$1,500
Senior Equipment Operator	15 Mos. \$1,300	27 Mos. \$1,300	42 Mos. \$1,500
Principal Equipment Operator	15 Mos. \$1,300	27 Mos. \$1,300	42 Mos. \$1,500
	<u>SALARY INCREASE AFTER</u>		
Mechani	<u>15 Mos.</u> \$1,300	<u>27 Mos.</u> \$1,300	<u>42 Mos.</u> \$1,500
Senior Mechanic	<u>15 Mos.</u> \$1,300	<u>27 Mos.</u> \$1,300	<u>42 Mos.</u> \$1,500
Principal Mechanic	<u>15 Mos.</u> \$1,300	<u>27 Mos.</u> \$1,300	<u>42 Mos.</u> \$1,500
Forema	<u>24 Mos.</u> \$2,500	<u>42 Mos.</u> \$1,500	

ARTICLE 55 TUITION REIMBURSEMENT

An employee can receive up to \$700 reimbursement each year for college tuition or technical school tuition, provided it is job related, providing they achieve a passing grade. Requests for reimbursements must be submitted and approved prior to the start of the course.

ARTICLE 56 SUNDAY AND HOLIDAY PAY

Employees will receive double their hourly rate of pay for all work performed on Sunday or a listed Township Holiday in addition to their regular holiday pay.

If an employee is called into work on a Sunday, or Holiday at the double time hourly rate for a minimum of eight (8) hours and continues to work into the next day without interruption then they will continue to receive pay at double their hourly rate.

ARTICLE 57- SAVINGS CLAUSE

Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

ARTICLE 58 - CALL OUTS

Should any employee be requested to work prior to starting time or after quitting time within the first hour period, he will be paid for one hour for those periods.

ARTICLE 59 COMP TIME

Comp time paid or earned at one and a half (1 1/2) times regular pay if earned as overtime to be used in the calendar year in which it was earned unless it was earned in the last quarter of the year, then to be used by the end of the first quarter of the next year.

ARTICLE 60 - TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 2021 through December 31, 2024 . When signed by the employer and the union or their duly authorized representatives(s) it shall remain in force and effect until midnight December 31, 2024 and thereafter from year to year unless either desire to change, modify or abrogate same, in which event they shall notify the other party in writing hundred and twenty (120) days prior to the expiration date of the actual changes desired. Negotiations shall commence within thirty (30) days of detailed notifications. Any notice may be given to either or the parties at the following address by registered mail or by personally delivering same to:

LOCAL 1158
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
A.F.L.-C.I.O.
1149 BLOOMFIELD AVENUE
CLIFTON, NEW JERSEY

OR

TOWNSHIP OF FAIRFIELD
230 FAIRFIELD ROAD
FAIRFIELD, NEW JERSEY 07004-2460

ARTICLE 61 - FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargain able issues which were the subject of negotiations.

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

ATTEST:


MAYOR
TOWNSHIP OF FAIRFIELD,

ATTEST:


BUSINESS MANAGER
LOCAL 1158, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS,

Article 1 - Management Rights
Article 2 - Equal Employment Opportunity
Article 3 - Political Activity
Article 4 - No Strike Pledge
Article 5 - Union Activities and Visitation
Article 6 - Union Security
Article 7 - Township
Article 8 - Bulletin
Article 9 - Hiring
Article 10 - Policy
Article 11 - Classification
Article 12 - Preemployment Interviews and Physical Examinations
Article 13 - Layoffs and Demotions
Article 14 - Seniority
Article 15 - Re-Employment
Article 16 - Personnel Records
Article 17 - Vital Information
Article 18 - Probationary Period
Article 19 - Employee Evaluation
Article 20 - Promotions
Article 21 - Meritorious Actions and Suggestions
Article 22 - Voluntary Inter and Intra-departmental Transfers
Article 23 - Resignation
Article 24 - Employees Considered as Quit
Article 25 - Retirement
Article 26 - Disciplinary Action
Article 27 - Paychecks
Article 28 - Dues Deduction
Article 29 - Merit Increases
Article 30 - Pay Reductions
Article 31 - Credit Information
Article 32 - Longevity
Article 33 - Health Benefits
Article 34 - Life Insurance
Article 35 - Disability
Article 36 - Pension Plan
Article 37 - On the Job Injury
Article 38 - Sick Benefits
Article 39 - Departmental Rules and Regulations
Article 40 - Attendance
Article 41 - Hours
Article 42 - Work Schedule and Overtime
Article 43 - Stand-by Duty
Article 44 - Uniforms
Article 45 - Personal Property
Article 46 - Outside Employment
Article 47 - Grievance Procedure
Article 48 - Holidays
Article 49 - Vacation

- Article 50 - Bereavement Leave
- Article 51 - Maternity Benefits
- Article 52 - Jury Duty
- Article 53 - Leave of Absence without Pay
- Article 54 - Wages
- Article 55 - Sunday & Holiday Pay
- Article 56 - Tuition Reimbursement
- Article 57 - Savings Clause
- Article 58 - Call outs
- Article 59 - Comp Time
- Article 60 - Term of Agreement
- Article 61 - Fully Bargained Provisions