

**AGREEMENT**

**Between**

**TOWNSHIP OF JEFFERSON**

**and**

**OPEIU LOCAL 32**

**WHITE COLLAR UNIT**

**January 1, 2021 Through December 31, 2024**

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## PREAMBLE

This Agreement entered into this 10th day of November, 2021, by and between the Township of Jefferson, in the County of Morris, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Township", and **OPEIU LOCAL 32**, White Collar Employees, hereinafter referred to as the "Union", represents the complete and final understanding on all negotiable issues between the Township and the Union.

## ARTICLE 1.

### RECOGNITION

A. The Township recognizes the Union as the exclusive representative for the purposes of collective negotiations of all white collar, non-professional employees employed by the Township including but not limited to the following titles, Police Records Clerk, Secretarial Assistant Stenographer, Police Radio Dispatcher, deputy Municipal Court Clerk, Receptionist Typist, Account Clerk Typist, Senior Account Clerk Typist, Secretary Board/Commission, Administrative Clerk, Senior Purchasing Clerk, Senior Account Clerk-Typist, Principal and Senior Clerk Typist, Plumbing Sub-Code Official, Clerk Typist, Registrar of Vital Statistics, Public Health Nurse, Sanitary Inspector, Code Enforcement Officer and Omnibus Operator-Class I, Technical Supervisor, Deputy Municipal Tax Collector, Part-time Dispatcher, Meter Reader, Keyboarding Clerk 1, Keyboard Clerk 2, Omnibus Operator, Account Clerk, Keyboarding Clerk 3/Registrar, Asst. Supervisor Omnibus Operator, Clerk 3, Drafting Technician, Deputy Court Administrator, Technical Assistant Land Use, Clerk 4, Senior Computer Service Technician, Public Safety Telecommunications, Senior Public Safety Telecommunications, Assistant

Purchasing Agent, R.E.H.S., Animal Control Officer, and Principal R.E.H.S./Municipal Dept. Head.

But excluding: Chief Financial Officer, Treasurer, Deputy Treasurer, Zoning Officer, Craft Employees, Managerial or executive employees and supervisors within the meaning of the Act, confidential employees, police officer, Fire Marshall, Camp Director, Code Construction Official, Building Sub-Code Official part-time clerk typist (occasional), part-time nurse (occasional), Director of Recreation, Comptroller, Municipal clerk, Deputy Municipal Clerk, Tax Collector/Searcher, Tax Assessor, Part-time Secretary to the Environmental Commission (occasional), Director of Welfare, Magistrate, Director of Health and Welfare, Water & Sewer Treatment Plant Operator, Municipal Court Clerk, Administrative Secretary, Part-time Dog Warden (occasional), and part-time Secretary to the Drug Abuse Commission, and Director of Public Works, and Township Administrator and any other appropriate titles not excluded by the PERC. Act.

B. The exclusion of certain titles from this unit at this time shall not affect the Union's right to bring a clarification of unit petition to include part time nurses, part time clerk typists and part time clerks in the bargaining unit. Said petition must be filed within one hundred-twenty days from the date of signing this Agreement by the parties. Failure to timely file the petition will bar its filing by the Union at a later time during the term of this Contract.

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

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

## ARTICLE 2.

### TOWNSHIP RIGHTS AND RESPONSIBILITIES

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

1. To manage and administer the affairs and operations of the Township;
2. To direct the Township's working forces and operations;
3. To hire, promote and assign employees;
4. To demote, suspend, discharge or otherwise discipline employees for sufficient cause and in accordance with Civil Service Rules and Regulations;
5. To maintain efficiency of the Township's operations;
6. To determine the methods, means, job classifications and personnel by which such operations are to be conducted;
7. To relieve employees from duties because of lack of work or for other legitimate reasons;
8. To determine the orderly flow of work, to assign employees to established shifts, and establish methods and processes by which such work is to be performed;
9. To take whatever actions may be necessary to carry out the responsibilities of the Township within its lawful authority;
10. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion pursuant to paragraph 4 above; and
11. To promulgate rules and regulations from time to time, which may affect the orderly and efficient administration of municipal government, provided that, prior to implementation, the Union will be given an opportunity to review and negotiate in good faith, if the matter governs terms and conditions of employment.

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

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

D. Each unit member will receive an annual employee evaluation. In the event of an unsatisfactory employee evaluation, or disciplinary action, which may cause an employee to be denied a salary step increase, the evaluation can be grieved in compliance with Article 3 of the Agreement.

### ARTICLE 3.

#### GRIEVANCE PROCEDURE

##### A. DEFINITIONS

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

raised at the bargaining table during the negotiations that led to the instant Agreement.

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

#### B. PURPOSE

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

#### C. PROCEDURE - EMPLOYEES

##### 1. Step One - Immediate Superior

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



(b). The grievance must be in writing on the grievance form approved by the Township and the Union; must be signed by the grievant and, if filed by the Union, by the Union's representative as well; must set forth a clear and concise statement of facts constituting the grievance, the specific contract provision(s) forming the basis of the grievance, and must set forth with particularity the remedy sought by the grievant.

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

2. Step Two - Department Head

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

3. Step Three - Township Administrator

In the event the grievance is not resolved at Step Two, or in the event the Department Head has not served a timely written response at Step Two, then within five (5) business days after the response date set forth in Step

Two, the grievant and the Union may present the written grievance and any written response(s) received at Step One and/or Step Two to the Township Administrator, together with a written statement of the dissatisfaction with the results at Step Two. Upon receipt of the grievance by the Township Administrator, the procedures set forth in Step One shall be followed, except that the meeting date period shall be seven (7) business days and the response period shall be fourteen (14) business days.

4. Step Four - Arbitration

(a). In the event the grievance is not resolved at Step Three, or in the event the Township Administrator has not served a timely written response at Step Three, then within five (5) business days after the response at Step Three, the Union only may notify the Township Administrator in writing of the grievant intention to submit the grievance to binding arbitration.

(b). The Union only may invoke binding arbitration by submitting a written request to the New Jersey Public Employment Relations Commission with a copy of such request to the Township Administrator. Thereafter binding arbitration proceedings shall be conducted pursuant to the New Jersey Public Employment Relations Commission rules governing same, except as they may be expressly altered or modified herein.

(c). The arbitrator shall be required to deliver to the parties a written award, coupled with a written opinion setting forth detailed reasons for his/her award, by no later than thirty (30) days from the date of closing of the hearing, or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The arbitrator shall lack authority to modify, add to, subtract from, or in any way whatsoever alter the provisions of this Agreement.

5. Scheduling

Grievance and arbitration meetings and hearings shall be held at mutually acceptable times and places, provided that such meetings and hearings shall not be scheduled during employees' regular working hours unless absolutely essential to a fair disposition of the grievance. The

individual grievant shall have at his/her request his/her Shop Steward or Business Agent (at Steps 3 and 4 only as to the Business Agent) to assist in the resolution of the grievance at such meetings and hearings. In the event such meetings and hearings are scheduled during employees' regular working hours, the individual grievant, the Shop Steward, and any necessary employee witnesses shall be released from work without loss of regular straight time pay for the purpose of participating therein. Requests for employee representatives and witnesses shall be made to the Township Administrator in writing by no later than three (3) business days prior to the date of any meeting or hearing, and meeting or hearing dates shall be scheduled considering the availability of all parties and witnesses and the needs of the Township.

6. Procedure - Township

The Township Administrator may file a written grievance against the Union within five (5) business days of the occurrence of the matter complained of, or within five (5) business days after the Township Administrator would have reasonably been expected to know of its occurrence. Such written grievance shall comport with the applicable provisions of Paragraph C, Section 1 (b) of this Article, and shall be mailed to the Union and its attorney, or to such other Union representative as the Union may hereafter designate in writing. The parties shall attempt to resolve the grievance through whatever means and by whatever methods they may mutually agree upon, but in the event the grievance remains unresolved within thirty (30) business days after its submission to the Union, the Township Administrator may invoke binding arbitration. The provisions of Paragraphs (b) and (c) of Step 4 of this Article shall govern such arbitration.

ARTICLE 4.

AGREEMENT NOT TO STRIKE OR LOBBY

A. The Union agrees, that during the term of this Agreement, neither it nor its officers, employees or members or other persons covered

by this Agreement will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism, picketing or any similar actions, which would involve suspension or interference with, or disruption of, the normal activities of the Township. Any employee participating in the prohibited activities can be disciplined by the Township.

B. The Union agrees that during the term of this Agreement, it will refrain from lobbying before the Jefferson Township Council, provided however, that it is recognized and agreed that a Township employee acting individually may present matters unrelated to his/her employment with the Township to the Township Council for consideration on an individual basis as his/her needs as Township residents require.

#### ARTICLE 5.

#### VACATIONS

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

<u>LENGTH OF SERVICE</u>	<u>VACATION</u>
First (1st) year of employment	One (1) day per month from date of hire to December 31 <sup>st</sup> .
Second (2nd) year of service through five (5) years of service	Fourteen (14) days per year.
Sixth (6th) year of service through ten (10) years of service	Seventeen (17) days per year.
Eleventh (11th) year of service through fifteen (15) years of service	Twenty (20) days per year.

LENGTH OF SERVICE

VACATION

Sixteenth (16th) year of service  
through twenty (20) years of service

Twenty-three (23) days per  
year.

Twenty-first (21st) year of service  
through twenty-five (25) years of  
service

Twenty-six (26) days per  
year.

After the twenty-fifth (25<sup>th</sup>) year of service, one (1) day vacation will be  
added each year, with the maximum not to exceed thirty (30) days.

B. Vacation leave not used in a calendar year shall be used during  
the next succeeding year only and shall be scheduled to avoid loss of leave.

ARTICLE 6.

HOLIDAYS

A. Employees shall be granted holidays as designated below

1. New Year's Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Day
12. Day after Christmas
13. Employee's Birthday
14. Two floating Holidays

B. If the Township is required by law to grant or voluntarily grants Martin Luther King's Birthday as a holiday under this Article the Employee's Birthday shall cease to be observed and granted as a holiday hereunder.

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

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

## ARTICLE 7.

### SICK LEAVE

A. "Sick Leave" shall mean the approved absence from post of duty by an employee because of illness, accident or exposure to contagious disease of the employee, or attendance by the employee upon a member of the employee's immediate family who is seriously ill, requiring the care or attendance of such employee. For the purpose of this Article, "immediate family" shall mean a relative of the family residing in the employee's household as defined in NJAC4A:1-1.3.

B. Each employee shall be entitled to sick leave credits at the rate of one and one-quarter (1¼) days per month from the date of employment to the end of the calendar year of hire.

C. Each employee will be credited with fifteen (15) days of sick leave annually for each succeeding calendar year of full-time employment, which is cumulative. Accumulated sick leave shall be paid at the rate of one

(1) day's pay for every two (2) days of unused accumulated sick leave time up to a maximum of six (6) months' pay upon separation from Township service in good standing with a minimum of fifteen (15) years with the Township of Jefferson. In the event an employee terminates with less than fifteen (15) years of service or is terminated not in good standing, there shall be no right to the payment of accumulated sick leave. The Township of Jefferson shall have six (6) months from the date of said separation from service to make such payments.

D. Each employee is required to notify his/her superior by one-half (1/2) hour before starting time on each day of absence. Should the employee be unable to reach his/her superior, the Township Administrator's office must be notified. It is recognized that there may be instances when it is impractical or impossible to give daily notice, as in the case when an employee is hospitalized or seriously disabled, in which case it shall be sufficient that the employee or a member of the employee's family notify the superior or Township Administrator's office giving reason for absence and information as to the degree of illness or disability and the amount of time required for recuperation. Absent such instances, the daily requirements of notice shall be enforced. Failure to give notification as required will result in loss of sick leave for that day and may constitute cause for disciplinary action. Failure to report absences from duty for five (5) consecutive business days may constitute a resignation pursuant to Civil Service (New Jersey Department of Personnel) rules and regulations.

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

F. Where any employee is absent from duty due to illness for less than five (5) days at one time, the Township may waive the required production of the physician's certificate. However, in the event of absence from duty due to illness for five (5) or more days at one time, the employee shall be required to submit a physician's certificate to his/her superior to justify payment of sick leave. An accumulation of ten (10) sick days, the days having been taken at various times, except as noted above, may be

approved without a physician's certificate. All sick time, in excess of ten (10) days must be accounted for with a physician's certificate if the time is to be approved with pay. The Township may, in its discretion, require examination by a physician appointed by it, prior to allowing an employee to return to work. The Township may require visits of the Township nurse to the home of an employee on sick leave.

## ARTICLE 8.

### OTHER LEAVES

A. Each employee shall be allowed leave with full pay, if required for jury duty. A written request for such leave shall be given by the Employee to his/her superior at least two (2) weeks in advance or the next business day following the day the jury duty notice is received by the employee.

B. The Township shall provide bereavement leave in the case of death of an employee's mother, father, spouse, child, sibling, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and/or members of the employee's immediate household; the employee will receive three (3) days paid bereavement leave. With prior approval of the department head up to five (5) days paid bereavement leave may be granted for the day of the death to the day of burial.

The Township shall provide bereavement leave in the case of death of an aunt, uncle, niece, nephew, and cousins of the first degree; the employee shall receive one (1) day paid bereavement leave.

C. Employees may utilize sick time and/or vacation time for purposes of bereavement leave upon approval of the Township, which shall not be unreasonably withheld.



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

E. In the event of extreme weather conditions or other emergencies requiring the closing of municipal offices by the Township Administrator, announcement of the closing of such offices shall be made as early as possible on the day of the storm. This is to be approved as "bad weather day off" without penalty. Likewise, early dismissal due to inclement weather, if authorized by the Township Administrator, shall be without penalty.

For Tele-Communicator Operators only: All employees covered under this contract who are required to work while the Township building is closed as mentioned in the article, shall receive one (1) administrative hour for each hour worked while the Township building is closed, not to exceed eight (8) hours per day.

F. Maternity Leave - Requests from all employees for leaves of absence on account of child bearing or preparation for childbirth, or adoption shall be acted upon in accordance with State and Federal Laws.

## ARTICLE 9.

### HEALTH INSURANCE

A. Effective January 1, 2010, all employees to reassign health benefits to NJ Direct 15, or pay the difference through payroll deduction. All qualifying employees and retirees shall contribute to his/her health benefits in accordance with the rates set forth in Ch. 78, P.L. 2011. New

Jersey State Health Benefits Plan rules apply for normal retirement (25 years of service). The employee must have a minimum of twelve (12) years with the Township of Jefferson to be eligible for this benefit.

The current 62 years of age/fifteen (15) years of service retirement incentive will expire December 31, 2009. Effective January 1, 2010, employees who are 62 years of age, and have fifteen (15) years pensionable service with the Township of Jefferson will receive retirement health benefits. There will no longer be spouse, dependant retiree, or survivor coverage under the 62/15 incentive.

Employees not eligible to retire (25 years of service) effective January 1, 2007, will not receive Medicare Part B reimbursement after retirement.

B. Dental insurance equivalent to that currently provided and shall be provided to all eligible unit members. Ortho Dental Insurance only will be increased to \$3,500 per year. The cost difference for this new coverage will go from \$10.42 to \$10.63 per pay period and may increase yearly bases on the cost increase the Township received.

#### PRESCRIPTION DRUG REIMBURSEMENT PLAN

Section 1. Each employee eligible to participate in the Prescription Drug Reimbursement Plan shall be reimbursed for actual expenses incurred by the employee or his/her dependents as defined by the Plan, for prescription drugs up to and including a maximum amount of \$185.00 per year. The Township shall reimburse the employee upon presentation of a receipt showing the following:

1. The name of the employee or dependent, as defined by the Plan, for whom the prescription drug cost was incurred.
2. The prescription number.
3. The amount that the employee spent and the date the cost was incurred.

4. The name and address of the pharmacy from which the prescription drug was purchased.

5. Employees shall submit bills after accumulating at least \$50.00 (Fifty Dollars) worth. Bills to be reviewed for approval by the Township Administrator. The finance department shall reimburse each employee using the municipal purchase order system. The Finance Department shall keep complete accounting for the Township Council and Auditor verification.

Section 2. Reimbursement shall only be permitted for expenses that have not been paid for or reimbursed by any other health expense reimbursement plan or health insurance plan under which the employee and/or his/her eligible dependents are covered.

#### OPTICAL PLAN

Section 1. Employees or their dependents shall be eligible to receive reimbursement for eye examinations, prescription eyeglasses and/or contact lenses in an annual amount not to exceed \$400.00 (Four Hundred Dollars) as a maximum for the family total coverage.

Section 2. Reimbursement shall be made upon submission of receipts or other acceptable proof of payment for expenses incurred by the employee/immediate family members. The receipt must contain the following information:

1. The name of the employee for whom the examination and/or eyeglasses were prescribed.
2. The amount the employee spent and the date the cost was incurred.
3. Name and address of the optometrist or other professional from whom the eyeglasses were purchased or where the examination was administered.

Section 3. Employees shall submit bills on the second and fourth Tuesday of each month. Bills to be reviewed for approval by the Township

Administrator. The Finance Department shall keep complete accounting for the Township Council and Auditor verification.

Section 4. Reimbursement shall only be permitted for optical expenses that have not been paid for or reimbursed by any other health expense reimbursement plan or health insurance plan under which the employee is covered.

#### ARTICLE 10.

##### PENSIONS

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

#### ARTICLE 11.

##### HOURS OF EMPLOYMENT

A. The regular workday Monday through Thursday shall begin at 9:00 a.m. and conclude at 4:30 p.m. and Friday shall begin at 8:00 a.m. and conclude at 3:30 p.m. Dial-A-Ride hours shall be 8.00 a.m.to 3.30 p.m. with thirty (30) minutes for lunch. On paydays there shall be forty-five (45) minutes for lunch. Notwithstanding the foregoing, commencing July 1st and extending to and including the day after Labor Day, summer hours of 9:00 a.m. to 4:00 p.m. shall be in effect. This section subject to a side bar agreement to allow 7 ½ consecutive hours between 8:00 a.m. and 4:30 p.m.

B. The regular workweek shall consist of five (5) working days, Monday through Friday.

### **C. Police Dispatchers Only:**

1. The parties acknowledge that Dispatchers are non-exempt employees entitled to overtime under the Fair Labor Standards Act (FLSA). The parties further acknowledge that a regular schedule of 'four (4) – twelve (12) hour days on' and 'four (4) – twelve (12) hour days off' includes both regular hours in addition to 108 hours of overtime per year. In accordance with the FLSA, the Association agrees that Dispatchers shall accept a lump sum each pay of 4.5 hours of overtime at one-and-one half (1 ½) times the employee's regular hourly rate for all 24 pay periods each year. Any other overtime earned during the year will be paid in the pay period during which it was earned in accordance with this Agreement. In the event a Dispatcher's employment terminates before all of the 108 hours of overtime is earned, the portion which was paid, but unearned, will be deducted from the employee's final paycheck on a pro-rata basis.

ARTICLE 12.

SALARY AND WAGES

A. The base salary and wages of full-time and part-time unit employees shall be increased by two percent (2.0%) percent in the years 2021 and 2022 and in the years 2023 and 2024 (ending December 31, 2024) the increase will be two and one quarter (2.25%) percent. The new Salary Step Guide (Attachment A) and Salary Progression Schedule (Attachment B) are attached hereto and become part of this White Collar Contract Agreement for the above period.

The Township and Local 32 Members agree that bargaining unit employees will be eligible for annual step increases based on annual employee evaluations which will begin in 2021. Denial of such increases can be appealed to the next highest supervisor and then subject to the grievance and arbitration procedures.

B. Notwithstanding the matters set forth above, the Township reserves the right and prerogative to establish starting salaries and wages are not greater than those paid to current employees in the positions involved. In the event the Township hires new unit employees, the starting salary shall be within the established range for that title unless otherwise agreed to by the Township and the Union. The Employer shall notify the Union when it hires new employees, and at what salary the employees shall be paid.

C. In the event an employee is transferred from one unit position to another, and such transfer constitutes a promotion pursuant to the prevailing table of organization of the Township, the employee shall receive a minimum salary increase of five (5%) percent over the salary then in effect for the position from which the employee is transferred. The foregoing references to the table of organization and promotion are for informational purposes only, it being expressly understood that the nature, scope and formulation of a table of organization, and the determinations of which transfers constitute promotions are non-negotiable, non-grieveable, and

non-arbitral subjects over which the Township reserves total discretionary authority and control.

D. For purposes of computing overtime pay, the only approved leave time with pay which shall count as hours worked in the forty (40) hour base shall be bereavement leave and holiday time off. Sick leave, vacation time and personal leave shall not count as hours worked. The Township shall pay cash overtime unless budgetary constraints do not permit same to be paid in which case compensatory time shall be provided. If the Township offers compensatory time, the employee shall have the right to choose the time to be taken, subject to the needs of the service. Employees working one (1) night a month will receive overtime or compensatory time at time and one half for those hours worked.

E. Employees shall be eligible to receive overtime compensation at the rate of one and one-half (1 ½) times their regular rate of pay for hours worked in excess of eight (8) hours in a work day in accordance with the same requirements, exceptions and limitations of the FLSA as set forth in Paragraph D herein.

F. Overtime For Dispatchers:

Overtime for dispatchers shall be offered to dispatchers on a rotating seniority basis. The dispatcher on duty must be offered the next shift vacancy first. If refused, then the seniority list shall be applied. If all means are exhausted in fulfilling overtime requirements, the supervisor may fill the vacancy at his/her discretion.

F.1. Sick Time Replacements (Dispatchers):

In the event a dispatcher calls in sick, the shift will be offered to the dispatcher on duty. The remainder of the shift will be offered to other full time dispatchers on a seniority basis. If the list has been exhausted, the supervisor may fill the vacancy at his/her discretion.

F.2. Planned Time Off (Holiday/Vacation/Floating Day)  
(Dispatchers):

- a. Single Vacancy-In the event of a planned vacancy, part-time dispatchers will be offered the shift first. If the part-time list is exhausted, and the shift remains vacant, then full time dispatchers will be called in order of seniority.

- b. Multiple Vacancies – If multiple vacancies exist, part-time dispatchers will be offered the work first. If vacancies still remain, full-time dispatchers will be offered the shifts on a seniority basis.
- c. In the event that attempts were made to contact all the dispatching personnel and the shifts still remain vacant, then the supervisors shall staff the vacancies at his/her discretion.

F.3. Maximum Consecutive Hours (Dispatchers):  
Will be in accordance with NJ State Law.

G. Employees hired or promoted prior to July 1<sup>st</sup> of any year, shall be deemed employed or promoted the preceding January 1<sup>st</sup> for salary calculations and vacation calculations. Those employees hired or promoted subsequent to July 1<sup>st</sup> shall be deemed employed or promoted the subsequent January 1<sup>st</sup> for seniority and vacation calculations.

### ARTICLE 13.

#### LONGEVITY

A. All full-time unit employees hired on or before November 1, 1997 shall be entitled to longevity awards after the fourth (4<sup>th</sup>) year of their employment, at two percent (2%), and increasing one-half percent (1/2%) each year thereafter until a maximum of:

\$1,775.00 total longevity for 2021  
\$1,775.00 total longevity for 2022  
\$1,775.00 total longevity for 2023  
\$1,775.00 total longevity for 2024

is reached. The first day of July is the day upon which the total number of years of service shall be measured.



B. A proportionate share of the longevity payment will be made bi-weekly as part of the employee's base pay. Both the Employer and Employee will make pension contributions on longevity payments.

#### ARTICLE 14.

##### POSTING OF NON SUPERVISORY POSITION VACANCIES

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

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

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

D. The Township will follow to the best of their ability the promotion policy as per Civil Service N.J.A.C. 4A:3 - 4.5.

#### ARTICLE 15.

##### Layoffs

Layoffs shall be conducted as per New Jersey Civil Service Commission rules and regulations N.J.A.C. 4A:8-1.1.

ARTICLE 16.

NON-DISCRIMINATION

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

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

C. As used in this Agreement references to the male gender will include the female gender and references to the singular will include the plural where the content of the contract provision so requires.

ARTICLE 17.

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect. In such event the Township, upon demand by the Union, shall negotiate in good faith, with the Union on a replacement provision, provided the Township's negotiation of such a replacement provision is permitted by law.

ARTICLE 18.

FULLY BARGAINED PROVISIONS

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

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

C. All issues raised in negotiations but not specifically included in this Agreement shall continue unaffected by this Agreement. This paragraph shall not modify or change the Township's ability to deal with extenuating circumstances on an individual basis nor is it meant to create a past practice from an individual accommodation to past extenuating circumstances. All past practices that are identified and continued in this Agreement are subject to negotiations in the next and any successor Agreement.

ARTICLE 19.

ADDITIONAL BENEFITS

A. Any employee who uses his/her own vehicle on Township-mandated business approved by the Department Head in advance shall be paid mileage in the maximum amount allowed by the Internal Revenue Service.

B. When an employee is sent outside of the Township on Township-mandated business approved by his/her Department Head in advance and such absence includes the period during which lunch would normally be taken and lunch is not provided the employee shall be reimbursed for lunch money actually expended up to \$15.00 per meal upon submission of a proper receipt and subject to IRS regulations.

C. A total uniform and maintenance allowance shall be provided to dispatchers, records clerks, and Police Chief Secretary in the Police Department in the amount of \$600.00 per year. No purchases are to be made directly through Police Department. Reimbursement shall be paid through payroll, and include applicable taxes, by the last payroll in December.

D. A Police Dispatcher shall be permitted to select his/her respective vacation time according to seniority within his/her group as police dispatchers independently of other employees that are working in the Police Department, subject to the approval of the Scheduling Officer.

E. The Township will reimburse up to \$195.00 (One Hundred Ninety-Five Dollars) per year in the years 2021 and 2022 and will be increased to \$215.00 (Two Hundred Fifteen Dollars) per year in the years 2023 and 2024 for the purchase of safety boots for Inspectors, Meter Readers, Dial-A-Ride employees and for any other employees who are required to wear them. Rain gear and gloves are to be supplied by the Township.

ARTICLE 20.

CHECK-OFF

Section 1(a). The Employer, after receipt of written authorization from each employee, shall deduct on a bi-weekly basis initiation fees and union dues pursuant to the provisions of N.J.S.A. 52:14-15.9E from each Union member's paycheck. Dues not already deducted must be deducted from the last paycheck of a Union member when he leaves the employ of the Employer or is discharged. The Employer agrees to forward the full name and address of any employee for whom initiation fees are deducted. The Employer agrees to notify the Union weekly when members are discharged, granted leaves of absence, leave the employ of the Employer for any reason whatsoever.

Section 1 (b). In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communications from the Union as to the rate of regular dues and the proper amount of initiation fees.

If an employee does not become a member of the Union during any membership year (from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a Representation Fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

Prior to the beginning of each membership year, the Union will notify the Employer in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The Representation Fee to be paid by non-members will be equal to 85% of that amount.

In order to adequately offset the per capita cost of services rendered by the Union as majority representative, the Representation Fee should be equal in amount to the regular membership dues, initiation fees and

assessments charged by the Union to its own members, and the Representation Fee has been set at 85% of that amount.

C.1. Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Employer a list of those employees who have not become members of the Union for the then current membership year. The Employer will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount of the Representation Fee and promptly will transmit the amount so deducted to the Union.

C.2. The Employer will deduct the Representation Fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. Ten (10) days after receipt of the aforesaid list by the Employer; or
- b. Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position or was on layoff, in which even the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

C.3. If an employee who is required to pay a Representation Fee terminates his or her employment with the Employer before the Union has received the full amount of the Representation Fee to which it is entitled under this Article, the paycheck paid to said employee during the membership year in question.

C.4. Except as otherwise provided in this Article, the mechanics for the deduction of Representation Fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

C.5. The Union will notify the Employer in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the Representation Fee, in Paragraph 1 above, and such changes will be reflected in any deductions made more than ten (10) days after the Employer received said notice.

C.6. On or about the last day of each month beginning with the month this agreement becomes effective, the Employer will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees. The Employer further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason thereof.

C.7. OPEIU LOCAL 32, shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in OPEIU LOCAL 32 shall be available to all employees in the unit on an equal basis at all times. In the event OPEIU LOCAL 32 fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making said deductions.

C.8. The Union shall indemnify, defend and save the Township of Jefferson harmless against any and all claims, damages, suits or other forms of liability as may arise out of or by reason of action taken by the Township of Jefferson in reliance upon the fair share fee and computation thereof submitted by the Union to the Township of Jefferson.

Section 1(c). If, during the life of this Agreement, there should be made changes in the rate of membership dues, and/or initiation fees, the Union shall furnish to the Township written notice sixty (60) days prior to the effective date of such change.

Section 1(d). The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or

by reason of action taken by the Township in reliance upon the salary deduction authorization forms submitted by the Union to the Township.

## ARTICLE 21.

### BENEFITS FOR PART-TIME EMPLOYEES

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

B. Permanent part-time employees shall receive prorated sick leave benefits and vacation allowances in accordance with New Jersey Department of Personnel Rules and Regulations.

C. Permanent part-time employees who work a minimum of seven and one half (7 ½) hours per day shall be entitled to paid lunch on those days worked.

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

E. Each permanent part-time employee shall receive two (2) floating holidays. When said employee is scheduled to work on a holiday as defined in this agreement, the employee shall be paid for the number of hours he/she is scheduled to work on that day and shall be excused from reporting to work. Nonetheless, in the event he/she is required to report to work he/she shall be provided compensatory time off on an hour-for-hour basis for the hours worked.

F. Prior to assigning overtime work to temporary or seasonal employees, full-time employees and part-time employees who work in the affected department and who are qualified to do the work will be given first consideration. The Township Administrator or his/her designees expressly reserves the right to assign said overtime but if a grievance is filed with respect thereto, and the arbitrator finds for the employee, he/she (the



arbitrator) is limited to granting the remedy of determining that the employee is the next to be assigned overtime. It is agreed that if the arbitrator finds for the grieving employee, the arbitrator shall have no authority to grant overtime compensation or otherwise award a monetary penalty to the said employee for the employer's failure to assign overtime.

## ARTICLE 22.

### TEMPORARY DISABILITY INSURANCE

The Township shall offer enrollment to all eligible full-time permanent employees in the Temporary Disability Insurance Program. The Township will contribute payment of the annual insurance premiums for this benefit.

## ARTICLE 23.

### EDUCATIONAL ASSISTANCE

A. Employees shall be eligible for reimbursement from the costs of tuition based on the following conditions:

1. The course is required or recommended by the Department Head and the Township Administrator.
2. The course is offered by a recognized institution of higher learning.
3. An employee must successfully complete the course (C or above).
4. Employees requesting reimbursement must submit proof of grade and a dated tuition receipt with the request upon course completion.
5. There shall be a forty (\$40.00) dollar per credit tuition reimbursement cap.

B. Reimbursement: Payment will be issued thirty (30) days after submission of proof of grade and/or date of tuition receipt.

ARTICLE 24.

REOPENER

During the term of this Agreement, in the event the Township voluntarily grants increases in negotiations to any other organized Township employee group in any one of the following areas: wages, longevity, health benefits or temporary disability benefits, and those increases are greater than the increases provided under this Agreement, the parties agree to reopen negotiations only on the salary or benefits changes that have occurred. The direction of salary or fringe benefit changes by litigation or by an interest arbitration award or grievance arbitration award shall not require the reopening of negotiations under this provision. Negotiations will be reopened upon 15 (fifteen) days written notice given by the Union to the Township.

ARTICLE 25

UNION RIGHTS/RESPONSIBILITY

A. Neither the Township nor the Local shall interfere with, restrain or coerce unit employees in the exercise of their right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization or to refrain from any such activity. The Local shall be responsible for representing the interest of all unit employees without discrimination and without regard to employee organization membership.

B. The Union agrees that neither it, nor the respective officers and members, nor persons employed directly or indirectly by the Union, will discriminate against any employee. The Local further agrees that there will be no solicitation of members, dues or funds during the working hours of employees involved.

C. The Union and the Employer reaffirm their intention that the provisions of this Agreement will continue to be applied without discrimination because of race, creed, color, sex, age or national origin of the employee.

D. Three bulletin boards will be made available to the Union for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety and general Union activities, at each location where employees assemble for work assignments. The three bulletin boards will be placed in the DPW office, Camp Jefferson office and the Township Municipal Building.

E. The OPEIU designated Shop Steward will be afforded a total of (2) paid workdays per contract year to attend an OPEIU conference. Moreover, the OPEIU designated Shop Steward must provide advance notice to their Department Head of their scheduled attendance at an OPEIU conference in order to be afforded the two (2) paid workdays.

## ARTICLE 26.

### TERM AND RENEWAL

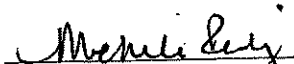
THIS AGREEMENT shall be in full force and effect as of January 1, 2021 and shall be in effect up to and including December 31, 2024. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, by no later than September 30th of the year in which the Agreement expires, of a desire to change, modify, or terminate this Agreement. Except where expressly so stated herein, no provision of this Agreement shall be effective prior to the day and year first above written.

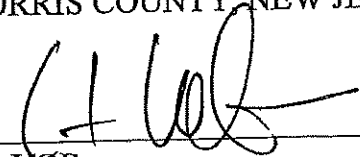
The parties have agreed that the 2021 Salary Guide and the Employee Rate Schedule attached hereto shall be implemented on January 1, 2021. The 2021 Salary Guide may be revised by the parties as part of their negotiations for a successor collective bargaining agreement. The aforementioned 2021 Salary Guide shall serve as a minimum in a successor agreement.

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

ATTEST:

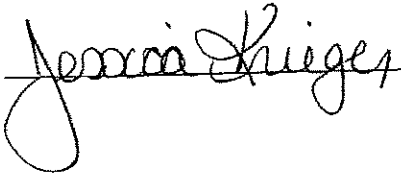
TOWNSHIP OF JEFFERSON  
MORRIS COUNTY, NEW JERSEY

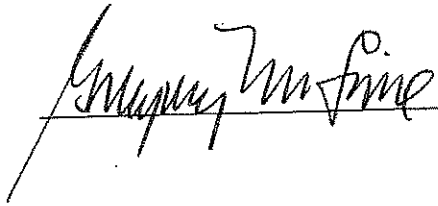
  
\_\_\_\_\_  
TOWNSHIP CLERK

  
\_\_\_\_\_  
MAYOR

WITNESS:

OPEIU LOCAL 32  
WHITE COLLAR EMPLOYEES

  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_

ATTACHMENT A

2021 - 2024 SALARY STEP GUIDE

<u>LEVEL A</u>		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
2021		\$ 33,245	\$ 33,910	\$ 34,588	\$ 35,280	\$ 35,986	\$ 36,705
2022		\$ 33,910	\$ 34,588	\$ 35,280	\$ 35,986	\$ 36,705	\$ 37,439
2023		\$ 34,673	\$ 35,366	\$ 36,074	\$ 36,795	\$ 37,531	\$ 38,282
2024		\$ 35,453	\$ 36,162	\$ 36,885	\$ 37,623	\$ 38,376	\$ 39,143
		one (1) year	one (1) year	one (1) year	two (2) years	two (2) years	two (2) years
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
<u>LEVEL B</u>		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
2021		\$ 40,114	\$ 40,916	\$ 41,735	\$ 42,569	\$ 43,421	\$ 44,289
2022		\$ 40,916	\$ 41,735	\$ 42,569	\$ 43,421	\$ 44,289	\$ 45,175
2023		\$ 41,837	\$ 42,674	\$ 43,527	\$ 44,398	\$ 45,286	\$ 46,191
2024		\$ 42,778	\$ 43,634	\$ 44,506	\$ 45,397	\$ 46,305	\$ 47,231
		one (1) year	one (1) year	one (1) year	two (2) years	two (2) years	two (2) years

ATTACHMENT A

2021 - 2024 SALARY STEP GUIDE

<u>LEVEL C</u>											
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6		STEP 3	STEP 4	STEP 5	STEP 6
2021	\$ 40,542	\$ 41,353	\$ 42,180	\$ 43,023	\$ 43,884	\$ 44,762		\$ 42,180	\$ 43,023	\$ 43,884	\$ 44,762
2022	\$ 41,353	\$ 42,180	\$ 43,023	\$ 43,884	\$ 44,762	\$ 45,657		\$ 43,023	\$ 43,884	\$ 44,762	\$ 45,657
2023	\$ 42,283	\$ 43,129	\$ 43,992	\$ 44,871	\$ 45,769	\$ 46,684		\$ 43,992	\$ 44,871	\$ 45,769	\$ 46,684
2024	\$ 43,235	\$ 44,099	\$ 44,981	\$ 45,881	\$ 46,799	\$ 47,735		\$ 44,099	\$ 44,981	\$ 45,881	\$ 46,799
	one (1) year	one (1) year	one (1) year	two (2) years	two (2) years	two (2) years		one (1) year	two (2) years	two (2) years	two (2) years
<u>LEVEL D</u>											
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6		STEP 3	STEP 4	STEP 5	STEP 6
2021	\$ 39,884	\$ 40,682	\$ 41,495	\$ 42,325	\$ 43,172	\$ 44,035		\$ 41,495	\$ 42,325	\$ 43,172	\$ 44,035
2022	\$ 40,682	\$ 41,495	\$ 42,325	\$ 43,172	\$ 44,035	\$ 44,916		\$ 42,325	\$ 43,172	\$ 44,035	\$ 44,916
2023	\$ 41,597	\$ 42,429	\$ 43,278	\$ 44,143	\$ 45,026	\$ 45,926		\$ 43,278	\$ 44,143	\$ 45,026	\$ 45,926
2024	\$ 42,533	\$ 43,384	\$ 44,251	\$ 45,136	\$ 46,039	\$ 46,960		\$ 44,251	\$ 45,136	\$ 46,039	\$ 46,960
	one (1) year	one (1) year	one (1) year	two (2) years	two (2) years	two (2) years		one (1) year	two (2) years	two (2) years	two (2) years
<u>LEVEL E</u>											
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6		STEP 3	STEP 4	STEP 5	STEP 6
2021	\$ 41,952	\$ 42,791	\$ 43,647	\$ 44,520	\$ 45,410	\$ 46,318		\$ 43,647	\$ 44,520	\$ 45,410	\$ 46,318
2022	\$ 42,791	\$ 43,647	\$ 44,520	\$ 45,410	\$ 46,318	\$ 47,245		\$ 44,520	\$ 45,410	\$ 46,318	\$ 47,245
2023	\$ 43,754	\$ 44,629	\$ 45,521	\$ 46,432	\$ 47,361	\$ 48,308		\$ 45,521	\$ 46,432	\$ 47,361	\$ 48,308
2024	\$ 44,738	\$ 45,633	\$ 46,546	\$ 47,477	\$ 48,426	\$ 49,395		\$ 46,546	\$ 47,477	\$ 48,426	\$ 49,395
	one (1) year	one (1) year	one (1) year	two (2) years	two (2) years	two (2) years		one (1) year	two (2) years	two (2) years	two (2) years

ATTACHMENT A  
2021 - 2024 SALARY STEP GUIDE

<u>LEVEL F</u>		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
2021		\$ 40,562	\$ 41,373	\$ 42,201	\$ 43,045	\$ 43,906	\$ 44,784
2022		\$ 41,373	\$ 42,201	\$ 43,045	\$ 43,906	\$ 44,784	\$ 45,679
2023		\$ 42,201	\$ 43,150	\$ 44,013	\$ 44,893	\$ 45,791	\$ 46,707
2024		\$ 43,256	\$ 44,121	\$ 45,004	\$ 45,904	\$ 46,822	\$ 47,758
		one (1) year	one (1) year	one (1) year	two (2) years	two (2) years	two (2) years
<u>LEVEL G</u>		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
2021		\$ 55,874	\$ 56,991	\$ 58,131	\$ 59,294	\$ 60,480	\$ 61,689
2022		\$ 56,991	\$ 58,131	\$ 59,294	\$ 60,480	\$ 61,689	\$ 62,923
2023		\$ 58,274	\$ 59,439	\$ 60,628	\$ 61,841	\$ 63,077	\$ 64,339
2024		\$ 59,585	\$ 60,777	\$ 61,992	\$ 63,232	\$ 64,497	\$ 65,787
		one (1) year	one (1) year	one (1) year	two (2) years	two (2) years	two (2) years
<u>LEVEL H</u>		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
2021		\$ 44,879	\$ 45,777	\$ 46,692	\$ 47,626	\$ 48,578	\$ 49,550
2022		\$ 45,777	\$ 46,692	\$ 47,626	\$ 48,578	\$ 49,550	\$ 50,541
2023		\$ 46,807	\$ 47,743	\$ 48,698	\$ 49,671	\$ 50,665	\$ 51,678
2024		\$ 47,860	\$ 48,817	\$ 49,793	\$ 50,789	\$ 51,805	\$ 52,841
		one (1) year	one (1) year	one (1) year	two (2) years	two (2) years	two (2) years
<u>LEVEL I</u>		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
2021		\$ 48,825	\$ 49,802	\$ 50,798	\$ 51,813	\$ 52,850	\$ 53,907
2022		\$ 49,802	\$ 50,798	\$ 51,813	\$ 52,850	\$ 53,907	\$ 54,985
2023		\$ 50,922	\$ 51,940	\$ 52,979	\$ 54,039	\$ 55,120	\$ 56,222
2024		\$ 52,068	\$ 53,109	\$ 54,171	\$ 55,255	\$ 56,360	\$ 57,487
		one (1) year	one (1) year	one (1) year	two (2) years	two (2) years	two (2) years

ATTACHMENT A

2021 - 2024 SALARY STEP GUIDE

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
<u>LEVEL J</u>						
2021	\$ 45,642	\$ 46,555	\$ 47,486	\$ 48,436	\$ 49,404	\$ 50,392
2022	\$ 46,555	\$ 47,486	\$ 48,436	\$ 49,404	\$ 50,392	\$ 51,400
2023	\$ 47,602	\$ 48,554	\$ 49,525	\$ 50,516	\$ 51,526	\$ 52,557
2024	\$ 48,673	\$ 49,647	\$ 50,640	\$ 51,653	\$ 52,686	\$ 53,739
	one (1) year	one (1) year	one (1) year	two (2) years	two (2) years	two (2) years



ATTACHMENT A

2021 - 2024 SALARY STEP GUIDE

<u>LEVEL K</u>		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
2021	\$	46,418	\$ 47,346	\$ 48,293	\$ 49,259	\$ 50,244	\$ 51,249
2022	\$	47,346	\$ 48,293	\$ 49,259	\$ 50,244	\$ 51,249	\$ 52,274
2023	\$	48,412	\$ 49,580	\$ 50,367	\$ 51,375	\$ 52,402	\$ 53,450
2024	\$	49,501	\$ 50,491	\$ 51,501	\$ 52,531	\$ 53,581	\$ 54,653
		one (1) year	one (1) year	one (1) year	two (2) years	two (2) years	two (2) years
<u>LEVEL L</u>		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
2021	\$	54,940	\$ 56,039	\$ 57,160	\$ 58,303	\$ 59,459	\$ 60,658
2022	\$	56,039	\$ 57,160	\$ 58,303	\$ 59,469	\$ 60,658	\$ 61,871
2023	\$	57,300	\$ 58,446	\$ 59,615	\$ 60,807	\$ 62,023	\$ 63,263
2024	\$	58,589	\$ 59,761	\$ 60,956	\$ 62,175	\$ 63,419	\$ 64,687
		one (1) year	one (1) year	one (1) year	two (2) years	two (2) years	two (2) years

ATTACHMENT A									
2021 - 2024 SALARY STEP GUIDE									
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6		
<u>LEVEL M</u>									
2021		\$ 58,773	\$ 59,948	\$ 61,147	\$ 62,370	\$ 63,618	\$ 64,890		
2022		\$ 59,948	\$ 61,147	\$ 62,370	\$ 63,618	\$ 64,890	\$ 66,188		
2023		\$ 61,297	\$ 62,523	\$ 63,774	\$ 65,049	\$ 66,350	\$ 67,677		
2024		\$ 62,676	\$ 63,930	\$ 65,209	\$ 66,513	\$ 67,843	\$ 69,200		
		one (1) year	one (1) year	one (1) year	two (2) years	two (2) years	two (2) years	two (2) years	
<u>LEVEL N</u>									
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6		
2021		\$ 58,773	\$ 59,948	\$ 61,147	\$ 62,370	\$ 63,618	\$ 64,890		
2022		\$ 59,948	\$ 61,147	\$ 62,370	\$ 63,618	\$ 64,890	\$ 66,188		
2023		\$ 61,297	\$ 62,523	\$ 63,774	\$ 65,049	\$ 66,350	\$ 67,677		
2024		\$ 62,676	\$ 63,930	\$ 65,209	\$ 66,513	\$ 67,843	\$ 69,200		
		one (1) year	one (1) year	one (1) year	two (2) years	two (2) years	two (2) years	two (2) years	
<u>LEVEL O</u>									
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6		
2021		\$ 51,358	\$ 52,385	\$ 53,433	\$ 54,502	\$ 55,592	\$ 56,703		
2022		\$ 52,385	\$ 53,433	\$ 54,502	\$ 55,592	\$ 56,703	\$ 57,837		
2023		\$ 53,564	\$ 54,635	\$ 55,728	\$ 56,842	\$ 57,979	\$ 59,139		
2024		\$ 54,769	\$ 55,864	\$ 56,982	\$ 58,121	\$ 59,284	\$ 60,469		
		one (1) year	one (1) year	one (1) year	two (2) years	two (2) years	two (2) years	two (2) years	
<u>LEVEL P</u>									
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6		
2021		\$ 49,655	\$ 50,648	\$ 51,661	\$ 52,694	\$ 53,748	\$ 54,823		
2022		\$ 50,648	\$ 51,661	\$ 52,694	\$ 53,748	\$ 54,823	\$ 55,920		
2023		\$ 51,788	\$ 52,823	\$ 53,880	\$ 54,958	\$ 56,057	\$ 57,178		
2024		\$ 52,953	\$ 54,012	\$ 55,092	\$ 56,194	\$ 57,318	\$ 58,464		
		one (1) year	one (1) year	one (1) year	two (2) years	two (2) years	two (2) years	two (2) years	
5									

ATTACHMENT A  
2021 - 2024 SALARY STEP GUIDE

<u>LEVEL Q</u>		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
2021		\$ 54,204	\$ 55,288	\$ 56,394	\$ 57,522	\$ 58,672	\$ 59,846
2022		\$ 55,288	\$ 56,394	\$ 57,522	\$ 58,672	\$ 59,846	\$ 61,043
2023		\$ 56,532	\$ 57,663	\$ 58,816	\$ 59,992	\$ 61,192	\$ 62,416
2024		\$ 57,804	\$ 58,960	\$ 60,139	\$ 61,342	\$ 62,569	\$ 63,820
		one (1) year	one (1) year	one (1) year	two (2) years	two (2) years	two (2) years
<u>LEVEL R</u>		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
2021		\$ 52,231	\$ 53,276	\$ 54,341	\$ 55,428	\$ 56,537	\$ 57,667
2022		\$ 53,276	\$ 54,341	\$ 55,428	\$ 56,537	\$ 57,667	\$ 58,821
2023		\$ 54,474	\$ 55,564	\$ 56,675	\$ 57,809	\$ 58,965	\$ 60,144
2024		\$ 55,700	\$ 56,814	\$ 57,950	\$ 59,109	\$ 60,291	\$ 61,497
		one (1) year	one (1) year	one (1) year	two (2) years	two (2) years	two (2) years
<u>LEVEL S</u>		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
2021		\$ 56,992	\$ 58,132	\$ 59,294	\$ 60,480	\$ 61,690	\$ 62,924
2022		\$ 58,132	\$ 59,294	\$ 60,480	\$ 61,690	\$ 62,924	\$ 64,182
2023		\$ 59,440	\$ 60,629	\$ 61,841	\$ 63,078	\$ 64,340	\$ 65,626
2024		\$ 60,777	\$ 61,993	\$ 63,233	\$ 64,497	\$ 65,787	\$ 67,103
		one (1) year	one (1) year	one (1) year	two (2) years	two (2) years	two (2) years

ATTACHMENT A  
 2021 - 2024 SALARY STEP GUIDE

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
<u>LEVEL T</u>						
2021	\$ 62,872	\$ 64,129	\$ 65,412	\$ 66,720	\$ 68,055	\$ 69,416
2022	\$ 64,129	\$ 65,412	\$ 66,720	\$ 68,055	\$ 69,416	\$ 70,804
2023	\$ 65,572	\$ 66,884	\$ 68,221	\$ 69,586	\$ 70,978	\$ 72,397
2024	\$ 67,048	\$ 68,389	\$ 69,756	\$ 71,152	\$ 72,575	\$ 74,026
	one (1) year	one (1) year	one (1) year	two (2) years	two (2) years	two (2) years
<u>LEVEL U</u>						
2021	\$ 70,747	\$ 72,162	\$ 73,605	\$ 75,077	\$ 76,579	\$ 78,110
2022	\$ 72,162	\$ 73,605	\$ 75,077	\$ 76,579	\$ 78,110	\$ 79,673
2023	\$ 73,786	\$ 75,261	\$ 76,767	\$ 78,302	\$ 79,868	\$ 81,465
2024	\$ 75,446	\$ 76,955	\$ 78,494	\$ 80,064	\$ 81,665	\$ 83,298
	one (1) year	one (1) year	one (1) year	two (2) years	two (2) years	two (2) years

ATTACHMENT A  
2021 - 2024 SALARY STEP GUIDE

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
<u>LEVEL V</u>							
2021		\$ 73,251	\$ 74,716	\$ 76,210	\$ 77,735	\$ 79,289	\$ 80,875
2022		\$ 74,716	\$ 76,210	\$ 77,735	\$ 79,289	\$ 80,875	\$ 82,493
2023		\$ 76,397	\$ 77,925	\$ 79,484	\$ 81,073	\$ 82,695	\$ 84,349
2024		\$ 78,116	\$ 79,678	\$ 81,272	\$ 82,897	\$ 84,555	\$ 86,246
		one (1) year	one (1) year	one (1) year	two (2) years	two (2) years	two (2) years
<u>LEVEL W</u>							
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
2021		\$ 66,134	\$ 67,457	\$ 68,806	\$ 70,182	\$ 71,586	\$ 73,017
2022		\$ 67,457	\$ 68,806	\$ 70,182	\$ 71,586	\$ 73,017	\$ 74,478
2023		\$ 68,974	\$ 70,354	\$ 71,761	\$ 73,196	\$ 74,660	\$ 76,153
2024		\$ 70,526	\$ 71,937	\$ 73,376	\$ 74,843	\$ 76,340	\$ 77,867
		one (1) year	one (1) year	one (1) year	two (2) years	two (2) years	two (2) years
<u>LEVEL X</u>							
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
2021		\$ 68,600	\$ 69,972	\$ 71,371	\$ 72,799	\$ 74,255	\$ 75,740
2022		\$ 69,972	\$ 71,371	\$ 72,799	\$ 74,255	\$ 75,740	\$ 77,255
2023		\$ 71,546	\$ 72,977	\$ 74,437	\$ 75,926	\$ 77,444	\$ 78,993
2024		\$ 73,156	\$ 74,619	\$ 76,112	\$ 77,634	\$ 79,187	\$ 80,770
		one (1) year	one (1) year	one (1) year	two (2) years	two (2) years	two (2) years

ATTACHMENT A

2021 - 2024 SALARY STEP GUIDE

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6				
<b>LEVEL Y</b>											
2021	\$	63,941	\$ 65,220	\$ 66,524	\$ 67,855	\$ 69,212	\$ 70,596				
2022	\$	65,220	\$ 66,524	\$ 67,855	\$ 69,212	\$ 70,596	\$ 72,008				
2023	\$	66,587	\$ 68,021	\$ 69,381	\$ 70,769	\$ 72,184	\$ 73,628				
2024	\$	68,188	\$ 69,551	\$ 70,943	\$ 72,361	\$ 73,809	\$ 75,285				
		one (1) year	one (1) year	one (1) year	two (2) years	two (2) years	two (2) years	two (2) years			
<b>LEVEL Z</b>											
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6				
2021	\$	92,007	\$ 93,847	\$ 95,724	\$ 97,639	\$ 99,591	\$ 101,583				
2022	\$	93,847	\$ 95,724	\$ 97,639	\$ 99,591	\$ 101,583	\$ 103,615				
2023	\$	95,959	\$ 97,878	\$ 99,835	\$ 101,832	\$ 103,869	\$ 105,946				
2024	\$	98,118	\$ 100,080	\$ 102,082	\$ 104,123	\$ 106,206	\$ 108,330				
		one (1) year	one (1) year	one (1) year	two (2) years	two (2) years	two (2) years	two (2) years			

ATTACHMENT B

SALARY PROGRESSION SCHEDULE 2021-2024

2021

Effective January 1, 2021 and retroactive:

White Collar Employees assigned as Levels A, B, N, S, X shall begin at Step 1 2021

White Collar Employees assigned as Levels C, D, E, F, G, H, I, J, K, L, M, O, P, Q, R, T, U, V, W, Y, Z shall begin at Step 2 2021

2022

Effective January 1, 2022 and retroactive:

White Collar Employees assigned as Levels A, B, N, S, X shall progress to Step 2 2022

White Collar Employees assigned as Levels C, D, E, F, G, H, I, J, K, L, M, O, P, Q, R, T, U, V, W, Y, Z shall progress to Step 3 2022

2023

Effective January 1, 2023 and retroactive:

White Collar Employees assigned as Levels A, B, N, S, X shall progress to Step 3 2023

White Collar Employees assigned as Levels C, D, E, F, G, H, I, J, K, L, M, O, P, Q, R, T, U, V, W, Y, Z shall progress to Step 4 2023

2024

Effective January 1, 2024 and retroactive

White Collar Employees assigned as Levels A, B, N, S, X shall progress to Step 4 2024

White Collar Employees assigned as Levels C, D, E, F, G, H, I, J, K, L, M, O, P, Q, R, T, U, V, W, Y, Z shall progress to Step 4 2024

**Step Movement Cessation:** It is established that in no event shall employees advance on the salary progression schedule following the expiration date of this labor agreement (December 31, 2024) unless both parties agree to extend the provisions of this article.

**Step Movement for New Union Employees Hired During the Contract Term:** Union employees hired on or before July 1<sup>st</sup> shall be placed on the salary guide at Step 1 of the year hired and will progress to Step 2 of the following year effective January 1<sup>st</sup> of the following year. Union employees hired after July 1<sup>st</sup> shall be placed on the salary guide at Step 1 of the year hired and will progress to Step 1 of the following year effective January 1<sup>st</sup> of the following year.

**Step Movement for Employees Receiving Performance Raises:** Per Township Policy 2:18-3 (c) and (d), revised 12-04-19, "upon written recommendation of the employee's department head, articulating the bases of such performance and prior approval of the Business Administrator, performance raises will be considered for the following: specialized training or education; title changes other than promotion; extra duties performed; superior evaluation."

Employees receiving a performance raise during the terms of this labor agreement shall remain at the level assigned at the start of this labor agreement and progress through Steps as assigned to that level as delineated in the Salary Progression Schedule 2021-2024, with the amount of the performance raise in either dollars or a percentage added to each salary progression.

ATTACHMENT B

**Step Movement for Employees Receiving Promotions/Title Changes:** Per Township Policy 2:18-3 (b), revised 12-04-19, "when an employee is promoted he/she will receive an increase in base salary of five percent (5%) or the minimum salary of the range of the position to which they are appointed, whichever is greater".

Employees promoted during the terms of this labor agreement shall remain at the level assigned at the start of this labor agreement and progress through Steps as assigned to that level as delineated in the Salary Progression Schedule 2021-2024, with the amount of the promotional raise and additional percentage as agreed in the contract in either dollars or a percentage added to each salary progression.

<u>Employee Name:</u>	<u>Title/Current Position:</u>
Bond	Keyboarding Clerk 1
Nemeth	Clerk 2
Ackerly	Keyboarding Clerk 2
Bartholomew	Keyboarding Clerk 2
Hannon	Keyboarding Clerk 2
Squires	Omnibus Operator
Criscuolo	Account Clerk
Krieger	Account Clerk
Trevor	Account Clerk
Ackerson, L	Keyboarding Clerk 3 / Registrar
Woehle	Asst Supervisor Omnibus Operator
Cataldo	Clerk 3
Lopes	Clerk 3
Cosentino	Technical Asst Construction Office
Wilson	Clerk 3
Vinales	Clerk 3
Pierson	Drafting Technician
Dudas	Deputy Municipal Court Administrator
Johnstone	Recreation Leader
MacDonald	Deputy Municipal Court Administrator
McCormack	Technical Assistant Land Use
DeCarolis	Clerk 4
Ackerson, J	Clerk 4
Beekman	Senior Computer Service Technician
Luecht	Public Safety Telecommunications
Claus	Senior Public Safety Telecommunications
Mueller	Senior Public Safety Telecommunications
Sherrer	Senior Public Safety Telecommunications
Fett	Assistant Purchasing Agent
Leonard	R.E.H.S.
Smith	Animal Control Officer
Mancini	Principal R.E.H.S. / Municipal Dept. Head



TOWNSHIP OF JEFFERSON  
COUNTY OF MORRIS, NJ

RESOLUTION #21-271

"RESOLUTION APPROVING THE COLLECTIVE NEGOTIATIONS AGREEMENT  
WITH THE OPEIU LOCAL 32 WHITE COLLAR UNIT FOR YEARS 2021-2024 AND AUTHORIZING  
THE EXECUTION THEREOF"

WHEREAS, the negotiations teams for the Township of Jefferson and OPEIU Local 32 White Collar Unit have reached agreement on the terms for a new four (4) year collective negotiations agreement for January 1, 2021 through December 31, 2024; and

WHEREAS, the previous Contract with OPEIU Local 32 White Collar Unit expired on December 31, 2020; and

WHEREAS, the parties have been negotiating a renewal of the Contract for OPEIU Local 32 White Collar Unit, retroactive to January 1, 2021; and

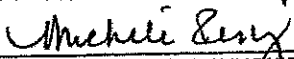
WHEREAS, the new 2021-2024 Agreement has been drafted and reviewed by the Township Administration and subsequently reviewed and approved by the Township Labor Counsel and fully incorporates the terms of the Memorandum of Understanding; and

WHEREAS, the Governing Body of the Township of Jefferson wishes to ratify the 2021-2024 Agreement as negotiated and in the form attached hereto.

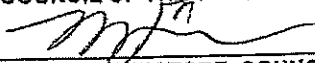
NOW THEREFORE IT BE RESOLVED by the Township Council of the Township of Jefferson, County of Morris, State of New Jersey that the OPEIU Local 32 White Collar Unit Collective Negotiations Agreement for 2021-2024, in the form attached hereto, is approved.

BE IT FURTHER RESOLVED that the Mayor and Township Clerk are authorized to execute the 2021-2024 Agreement with OPEIU Local 32 White Collar Unit.

ATTEST:

  
MICHELE REILLY, TOWNSHIP CLERK  
Dated: November 10, 2021

COUNCIL OF THE TOWNSHIP OF JEFFERSON:

  
MELISSA SENATORE, COUNCIL PRESIDENT

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAIN
Birmingham			X			
Kalish			X			
Smith	X		X			
Dunham		X	X			
Senatore			X			

CERTIFICATION: I, Michele Reilly, Clerk of the Township of Jefferson, County of Morris, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Jefferson Township Council at a meeting held on November 10, 2021.

  
Michele Reilly, RMC, Township Clerk

**MEMORANDUM OF AGREEMENT  
TOWNSHIP OF JEFFERSON  
&  
OPEIU LOCAL 32 WHITE COLLAR UNIT  
October 18, 2021**

1. Article 2 – Township Rights and Responsibilities

1<sup>st</sup> paragraph should read "A" and not "C"

2. Article 3 change working days to business days!

3. Article 5 Vacations

Change: A.

First (1 <sup>st</sup> ) year of employment	One (1) day per month from date of hire to December 31 <sup>st</sup> .
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Second (2 <sup>nd</sup> ) year of Service Through five (5) year of service	Fourteen (14) days per year.
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Sixth (6 <sup>th</sup> ) year of service through through ten (10) years of service	Seventeen (17) days per year.
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Eleventh (11 <sup>th</sup> ) year of service through fifteen (15) years of service	Twenty (20) days per year.
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Sixteenth (16 <sup>th</sup> ) year of service Through twenty (20) years of service	Twenty-Three (23) days per year.
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Twenty-first (21 <sup>st</sup> ) year of service Through twenty-five (25) years of service.	Twenty-Six (26) days per year.
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- After the 25<sup>th</sup> year of service one (1) day vacation will be added each year, with the maximum not to exceed thirty (30) days.

4. Article 6 remove the following statement: Addendum: Any employee who signs retirement agreements, dates to be discussed, will receive a three (3) percent increase and no days off in the year of termination.

5. Article 6 Holddays add Veterans Day.

6. Article 8 Other Leaves

E. All employees covered under this contract who are required to work while the Township building is closed as mentioned in this article shall receive one (1) administrative hour for each hour worked while the Township building is closed not to exceed eight (8) hours per day. For Tele-Communicator Operators only.

- 7. Article 9 section 1 add: All qualifying employees and retirees shall contribute to his/her health benefits in accordance with the rates set forth in Ch. 78, P.L. 2011.
- 8. Article 9 change (c) Dental Plan – Section 2. Increase dental insurance coverage to \$3,000/\$3,500 (ortho). (Cost difference will go from \$10.42 to \$10.63 per pay this could change yearly based on the coverage)
- 9. Article 9 Optical Plan Section 1 increase annual amount not to exceed \$400.00.
- 10. Article 11 – Hours of Employment

The parties acknowledge that Dispatcher are non-exempt employees entitled to overtime under the Fair Labor Standards Act ('FLSA'). The parties further acknowledge that a regular schedule of 'four – 12 hour days on' and 'four – 12 hour days off' includes both regular hours in addition to 108 hours of overtime per year. In accordance with the FLSA, the Association agrees that Dispatchers shall accept a lump sum each pay of 4.5 hours of overtime at one-and-one half (1 ½) time the employee's regular hourly rate for all 24 pays each year. Any other overtime earned during the year will be paid in the pay period during which it was earned in accordance with this Agreement. In the event a Dispatcher's employment terminates before all of the 108 hours of overtime is earned, the portion which was paid, but unearned, will be deducted from employee's final paycheck on a pro-rata basis.

Remove (14) reference to Hinchman. Mottolese should be changed to Mueller. Add Luecht.

- 11. Article 12 Salary and Wage
  - 2% 2021
  - 2% 2022
  - 2.25% 2023
  - 2.25% 2024

- 12. Article 18 Additional Benefit. Change E increase safety boot allowance to \$195.00 for 2021 and 2022. \$215.00 for 2023 and 2024.
- 13. Article 24 Term of Agreement 4 years January 2021 to December 31, 2024.
- 14. A statement will be added indicating the Township will follow the layoff procedures established by Civil Service. NJAC 4A: 8 - 1.1
- 15. An additional clause will be added regarding following the promotions policy per Civil Service. NJAC 4A: 3 – 4.5

16. New Article – Union Rights/ Responsibility

A. Neither the Township nor the Local shall interfere with, restrain or coerce unit employees in the exercise of their right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization or to refrain from any such activity. The Local shall be responsible for representing the interest of all unit employees without discrimination and without regard to employee organization membership.

B. The union agrees that neither it, nor the respective officers and members, nor persons employed directly or indirectly by the Union, will discriminate against any employee, the Local further agrees that there will be no solicitation of members, dues or funds during the working hours of employees involved.

C. The Union and the Employer reaffirm their intention that the provisions of this Agreement will continue to be applied without discrimination because of race, creed, color, sex, age or national origin of the employees.

D. Three bulletin boards will be made available to the Union for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety, and general Union activities, at each location where employees assemble for work assignments. The three bulletin boards will be placed in the DPW office, Camp Jefferson office, and Township Hall.

E. The OPEIU designated Shop Steward will be afforded a total of (2) paid workdays per contract year to attend an OPEIU conference. Moreover, the OPEIU designated Shop Steward must provide advance notice to their Department Head of their scheduled attendance at an OPEIU conference in order to be afforded the two (2) paid workdays.

Solva Umilukin 10/22/21  
Township of Jefferson Date

Paul M. Fine 10/22/21  
OPEIU Local 32 Date

Jessica Kruger 10/22/21  
Shop Steward Date