

**AGREEMENT**

**BETWEEN**

**THE TOWNSHIP OF WANTAGE**

**AND**

**LOCAL 911, INTERNATIONAL UNION OF  
PRODUCTION, CLERICAL AND  
PUBLIC EMPLOYEES**

**January 1, 2007 through December 31, 2009**

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## PREAMBLE

THIS AGREEMENT is entered into this 16<sup>th</sup> day of October, 2006, by and between **TOWNSHIP OF WANTAGE**, a municipal corporation of the State of New Jersey, with its principal place of business at 888 State Route 23, Township of Wantage, County of Sussex and State of New Jersey, (hereinafter referred to as the "Township"), and **LOCAL 911, INTERNATIONAL UNION OF PRODUCTION, CLERICAL AND PUBLIC EMPLOYEES** (hereinafter referred to as the "Union"), with its principal place of business 660 Mantoloking Road, Brick, New Jersey. The Union is the duly elected representative of all regularly employed non-supervisory blue-collar employees employed by the Township of Wantage (hereinafter referred to as the "Employees"). This Agreement represents the complete and final understanding on all bargainable issues between the Township and the Union.

## WITNESSETH:

WHEREAS, the parties hereto collectively bargained to promote and improve industrial and economic relations between the Township and the Employees and to set forth herein an agreement covering the rate of pay, hours of work, and other conditions of employment to be observed by the parties hereto:

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter entered into for other good and valuable consideration, the parties hereto agree to the following:

### ARTICLE 1. RECOGNITION

SECTION 1. The Township of Wantage hereby recognizes the Union as the sole and exclusive bargaining agent for all regularly employed full time and part time blue collar employees employed by the Township of Wantage including Senior Road Repairer, Road Repairer, Laborer and Mechanic, Heavy Equipment Operator, Assistant Road Supervisor and Animal Control employees, but excluding managerial executives, confidential employees and supervisors within the meaning of the Act; craft employees, professional employees, police employees, office employees, casual employees and all other employees of the Township of Wantage. In connection with this contract, the blue collar employees employed by the Township shall be comprised of three Divisions: the Road Division, Buildings and Grounds Division and the Animal Control Division.

SECTION 2. An "Employee" shall be defined to include all bargaining unit members, the plural as well as the singular, and to include males and females. Part time and temporary personnel are expressly excluded.

### ARTICLE 2. UNION SECURITY

The Employer agrees it will give effect to the following form of Union Security:

All present employees who are members of the Local Union on the effective date of this Agreement can remain members of the Local Union in good standing by payment of the regular monthly dues. It is agreed that at the time of hire, newly hired employees, who fall within the bargaining unit, will be informed by the Union they have the chance to join the Union thirty-one (31) days thereafter.

The Township will notify the Union of any newly hired employees within fifteen (15) days of their starting date.

### **ARTICLE 3. CHECK-OFF**

**SECTION 1.** The Employer, after receipt of written authorization from each individual employee pursuant to N.J.S.A. 52:14-15.9(e) shall deduct the dues from each Union employee's paycheck in twenty six (26) equal deductions from all employees who execute the written authorization.

The dues check shall be accompanied each month with an alphabetized list of all employees in the bargaining unit on a form provided by the Union. The list shall include new hires along with their home addresses, dates of hire, classification, status, whether they are terminated or on leave of absence and the amount of dues deducted.

**SECTION 2.** In making the deductions and transmittals as above specified, the Township shall rely upon the most recent communication from the Union as to the rate of monthly dues and the proper amount of initiation fees.

### **ARTICLE 4. MANAGEMENT RIGHTS**

**SECTION 1.** The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and invested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- A. The executive, management and administrative control of Township government and its properties and facilities and the activities of its employees;
- B. To hire all employees, and subject to the provision of law, to determine their qualifications and conditions for continued employment or to assignment, and to promote and transfer employees;
- C. To suspend, demote, discharge or take other disciplinary action for the good and just cause according to law.

**SECTION 2.** The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent when such specific and expressed terms hereof are in conformance with the Constitution and laws of New Jersey and the United States.

**SECTION 3.** Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under national, state, county or local laws or ordinances.

## **ARTICLE 5. GRIEVANCE PROCEDURE**

**SECTION 1.** If, during the term of this agreement, a grievance, dispute or controversy should arise between the Employer and the Union, or any of the employees covered by this Agreement as to the meaning or application of the provisions of this Agreement, an earnest effort shall be made to settle such differences immediately.

**SECTION 2.** A grievance to be considered under this procedure must be initiated in writing, within ten (10) calendar days from the time when the cause of the grievance occurred, and the procedure following shall be resorted to as the said means of obtaining adjustment of the grievance.

### **SECTION 3. Procedure:**

A. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievance to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of this decision.

B. The grievance, when it first arises, shall be reduced to writing and either the Shop Steward or the employee will serve the same to the immediate supervisor. The Supervisor shall within ten (10) calendar days thereafter give a written answer on the grievance.

C. If no satisfactory settlement is reached in the first step of this procedure, then such grievance shall be given to the Township Administrator. The Township Administrator shall meet with a representative of the Union within ten (10) calendar days after receipt of the grievance, or at an adjourned date mutually agreed to by the parties. A written decision shall be given to the Union by the Township Administrator within ten (10) calendar days thereafter, except this time period may also be extended by mutual agreement.

D. In the event the grievance is not satisfactorily settled by the meeting between the Township Administrator and the representative of the Union, then within ten (10) calendar days, the employee or Union representative may submit the issue to the Township Committee for final determination.

## **ARTICLE 6. NON-DISCRIMINATION**

**SECTION 1.** There shall be no discrimination by the Township or the Union against employees on account of race, color, creed, sex, sexual orientation, national origin or physical handicap.

**SECTION 2.** There shall be no discrimination, interference, restraint, or coercion by the Township or any of its representatives against any of the employees covered under this Agreement because of their 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 under this Agreement who are not members of the Union.

## **ARTICLE 7. EMPLOYEE RIGHTS**

**SECTION 1.** The employees covered by this Agreement will have all of the rights granted under this contract.

**SECTION 2.** In the event of a mutually scheduled meeting at time and places agreeable to both parties to this Agreement, the Township shall permit one (1) representative of the Union if on duty to conduct grievance conferences and hearings during the business day at no loss to regular straight time pay and up to two (2) representatives for contract negotiations. This time, however, is to be authorized in advance by the Administrator and is not to exceed two (2) hours per month unless additional time is approved in writing by the Administrator.

**SECTION 3.** The discipline, discharge and/or reduction in compensation without just cause of any Township employee shall be governed by the Civil Service Statutes of the State of New Jersey (Title 4A:2).

**SECTION 4.** Employees need not reside in the Township of Wantage as a condition of employment.

## **ARTICLE 8. PROBATIONARY PERIOD**

The first ninety (90) days of employment for all new employees shall be considered a probationary period.

During the aforementioned probationary period, the Employer may discharge such employee for any reason whatsoever. An employee discharged during his probationary period shall have no recourse to the grievance procedure as set forth in this Agreement. The Employer shall have no responsibility for the re-employment of newly engaged probationary employees if they are dismissed during the probationary period.

## **ARTICLE 9. HOURS OF WORK AND OVERTIME**

**SECTION 1.** The regular workweek for all permanent, full-time employees shall be forty (40) hours per week. Employees in the Animal Control Division shall be scheduled by the Township Monday through Sunday. Employees in the Roads Division and the Buildings and Grounds Division shall be scheduled by the Township Monday through Friday.

**SECTION 2.** The regular workday for employees of the Roads Division and the Buildings and Grounds Division shall consist of eight (8) hours per day, beginning at 6:30 a.m. and ending at 3:00 p.m., with a one half-hour (1/2) unpaid lunch break. Summer time hours shall begin at 6:00 a.m. and end at 2:30 p.m. Each employee shall have two (2) fifteen (15) minute breaks as scheduled by the Supervisor, or as he shall so delegate. Employees shall have a ten (10) minute cleanup period at the end of each day. Employees are not to return to the garage until ten (10) minutes before the end of the day.

**SECTION 3.** Any work performed beyond forty (40) hours in any week shall be considered overtime and be compensated for at one and one-half (1 ½) times the regular hourly rate of pay. For the purpose of calculating overtime, all paid time off (i.e. sick day, vacation day, holiday) will be considered time worked.

SECTION 4. Any employee required to work an additional four (4) hours in excess of eight (8) hours in a given workday, shall receive a ½ hour meal break with pay.

SECTION 5. Any employee who is required to return to work after completing his regular work shift and has left the place of work shall be guaranteed a minimum of three (3) hours pay at time and one-half (1 ½) the employee's regular rate of pay. Employees called out and working alone shall be provided with a two-way radio or cell phone for emergency use.

Article 9, Section 5 does not apply to situations involving unauthorized contact by member(s) of the public, with an employee, outside the regular workweek.

If a member of the general public contacts an employee outside the employee's regular workday, and the matter involves a non-emergency situation, the employee shall inform the member of the public that the matter being discussed is a non-emergency situation and the employee is not authorized to respond or discuss the matter with the public. The employee shall direct the member of the public to contact the Wantage Township Town Hall during regular business hours to address the issue of concern.

For the purposes of this contract, "emergency situation" is defined as any matter, which does or may involve danger to the health of a human being, or property damage; or in the case of animal control personnel, does or may involve danger to an animal's health.

The Employee contacted by an unauthorized member of the public shall contact the Department Supervisor or Assistant Supervisor to obtain permission to treat the matter as an emergency call out situation, if the matter appears to warrant such action.

In situations where the employee has attempted to contact the Department Supervisor and Assistant Supervisor, and has not been able to make said contact, the Township agrees to uphold the right of the employee to make a determination regarding whether or not an incident involves the potential for danger to health of a person or animal, and therefore requires a response.

Article 9, Section 5 does apply to any situation in which the employee's duly authorized supervisor, the State Police, or a duly authorized municipal official, contacts an employee for the purpose of requiring the employee to return to work.

Article 9, Section 5 does not apply to a situation in which the employee's duly authorized supervisor, the State Police, or a duly authorized municipal official, contacts an employee for the purpose of obtaining telephone information from the employee. In this situation, the employee has not been physically called back to work. However, the employee is being required to conduct Township-related business in this situation, and therefore the Township and the Union agree that the employee shall be entitled to compensation as follows:

The employee shall be paid for 30 minutes of work at a rate of time and a half, for each 15 minutes or portion thereof the employee is required to work by telephone outside the regular workweek.



SECTION 6. Any employee required to work on a holiday shall be compensated for the hours worked at the rate double the employee's regular rate of pay whether the hours worked are in excess of forty (40) hours that week, or less.

SECTION 7. All overtime must be expressly approved by the Township Administrator or his designee. Upon request from the employee, the Township Finance Department shall issue separate paychecks for overtime compensation, provided that doing so does not alter the amount of taxes being paid to the State of New Jersey or United States of America.

SECTION 8. All overtime provisions shall be subject to the requirements of the Federal Fair Labor Standards Act and any applicable U.S. Department of Labor Administrative Regulations.

### **Section 9. COMPENSATORY TIME**

Employees may receive compensatory time in lieu of overtime pay for all hours worked in excess of either their regularly scheduled work week or their regularly scheduled work day. Compensatory time may not be utilized until the hours accumulated are equal to one work day. Thereafter, compensatory time may be taken only as full days or half days. At the discretion of the DPW Supervisor, hourly requests for compensatory time may be granted if doing so will not interfere with the work schedule of the department. Employees must request approval 48 hours in advance for use of compensatory time from their supervisor. Approval of compensatory time requests is contingent upon adequate staff coverage in the area to prevent any interruption of orderly flow of work within the unit.

## ARTICLE 10 – SICK LEAVE

### SECTION 1. DEFINITIONS

“Sick Leave,” for purposes herein, is defined as the absence, with pay, from duty of an employee because of injury or illness, or the attendance upon a family member who is ill or injured.

“Accrued Sick Leave” is defined as the total of all days of unused sick leave, which accumulate to the benefit of the employee from year to year.

“Sick Leave Bank” refers to the total number of sick leave days available to an employee at any given time, including both current Year Sick Leave and Accrued Sick Leave.

### SECTION 2. POLICY.

Sick leave is a privilege and not a right and, as such, it is not meant to be abused. In order to insure that sick leave is applied under appropriate circumstances, acceptable medical evidence from a physician may be required as proof of the necessity of sick leave. Additionally, the Township may require an employee to be examined by a designated physician at the expense of the Township of Wantage.

### SECTION 3. SICK LEAVE ALLOWANCE

A. Full-time permanent employees shall receive paid sick leave not exceeding fifteen (15) days per year. During the first year of employment, sick leave entitlement is governed as per Title 4A:6.13.

B. Permanent part-time employees are eligible for sick leave based upon their hours of work. Sick leave shall be granted to permanent part-time employees, with pay on a pro-rated basis in accordance with their hours of work, not to exceed a total of forty-eight (48) hours per year.

C. Sick leave shall not be earned while an employee is absent on sick leave.

D. All Unused Sick Leave designated in Section III, paragraphs A and B above is cumulative.

### SECTION 4. PROCEDURE

A. If an employee is unable to report to work because of injury or illness, or the attendance upon a family member who is ill or injured, this fact shall be reported to the supervisor or department head at the start of the normal workday. In the case of a Department Head, notification shall be given to the Administrator. If an employee must leave work before the end of the day, this fact should be reported to the appropriate supervisor or department head. In the case of a Department Head, notification shall be given to the Administrator.

B. During any given calendar year, an employee in need of being absent with pay from duty because of injury or illness, or the attendance upon a family member who is ill or injured, shall utilize all available sick leave days before utilizing any accrued sick days.

C. Full-time permanent employees shall make use of sick days in increments of not less than one half day, unless otherwise authorized by the Administrator.

D. Part-time permanent employees shall make use of sick days on a per-hour basis, as needed.

#### SECTION 5. CASH REIMBURSEMENTS OF ACCRUED SICK DAYS

A. Request for Cash Reimbursements of accrued sick days fall under one of the following two categories:

- An Annual Request for Cash Reimbursement of Accrued Sick Days, or
- A Request for Cash Reimbursement of Accrued Sick Days upon Retirement or Voluntary Separation from Employment with the Township.

B. All requests for Cash Reimbursements of accrued sick days shall be made in writing, and shall specifically identify the category of cash reimbursement being requested. No employee who has submitted a written notice of retirement or voluntary separation from employment with the Township shall thereafter be entitled to submit a request for an Annual Cash Disbursement of Accrued Sick Days.

C. As of January 1, 2001, for the purposes of cash reimbursement of accrued sick days, each accrued sick day shall carry with it a dollar value equivalent to eight (8) hours of standard time at the rate of pay at which it was accrued. Sick time accrued prior to January 1, 2001 shall hold a value corresponding to the employee's rate of pay as of December 31, 2000.

D. An accounting of the time each employee has accrued as of December 31, 2000 shall be maintained on file in the office of the Township Administrator and the Chief Finance Officer.

E. Each Employee will be required to sign a statement upon withdrawing cash from the sick leave bank, acknowledging that the employee is aware of, and agrees that, the days the employee is being paid for are no longer available either in the event of illness or upon retirement or voluntary separation from service with the Township.

SECTION 6. ANNUAL REQUEST FOR CASH REIMBURSEMENTS OR ACCRUED SICK DAYS.

A. As a condition of submitting an Annual Request for Cash Reimbursement of Accrued Sick Days,

1. Each employee will be required to maintain a minimum of thirty (30) days of accrued sick leave prior to any request for reimbursement.
2. The Employee shall make a written request for annual cash reimbursement of accrued sick leave during the month of December of each calendar year. Said written request shall be made on forms provided by the Township, and shall be submitted to the Administrator, who will turn over the requests to the Chief Finance Officer on or before January 15 of the following calendar year. The Township shall provide for payment of the requested cash reimbursements of accrued sick leave, no later than May 1<sup>st</sup> of the calendar year following submittal of the request.
3. Total disbursement liability of the Township shall not exceed \$3,000 for any one employee, for Annual cash reimbursement requests in any calendar year.

SECTION 7. REQUEST FOR CASH REIMBURSEMENT OF ACCRUED SICK DAYS UPON RETIREMENT OR VOLUNTARY SEPARATION FROM EMPLOYMENT

A. The determination of entitlement to a cash disbursement of accrued sick leave shall be based on the following criteria:

1. Upon the dismissal or resignation of any Township employee before becoming eligible for retirement, the employee forfeits reimbursement for any and all accumulated sick leave.
2. Upon Service Retirement, as that term is defined by the New Jersey Public Employee Benefit Manual of the State of New Jersey Division of Pensions, if an employee submits written notice of intent for termination from employment at least one year in advance of separation date, the Employee shall be entitled to receive compensation for up to a maximum of 150 days, at a value of 100% of the daily rate for each day accumulated. If written notice of intent for separation from employment is received less than one year in advance of separation date, but more than ninety days in advance of separation date, the Employee shall be entitled to receive compensation for up to a maximum of 150 days, at a value of 75% of the daily rate for each day accumulated. If written notice of intent for separation from employment is received less than ninety days in advance of separation date, the Employee shall be entitled to receive compensation for up to a maximum of 150 days, at a value of 50% of the daily rate for each day accumulated.

SECTION 8. ADDITIONAL SICK LEAVE

In the event that a full-time permanent employee must undergo hospitalization for major illness and/or recuperation from a major illness, which requires the Employee to miss more than ten (10) consecutive working days, and if the said Employee has exhausted his existing sick leave bank, the said Employee shall be entitled to receive additional sick leave in the amount of three (3) days per year of service. A doctor's certification shall be required to establish eligibility for the additional sick leave described herein. Said additional sick leave is not cumulative, and may under no circumstances become accrued sick days for the employee.

In the event that a part-time permanent employee must undergo hospitalization for major illness, and/or recuperation from a major illness, which requires the Employee to miss more than ten (10) consecutive working days, and if the said Employee has exhausted his existing sick leave bank, the said Employee shall be entitled to receive additional sick leave in the amount of six (6) hours per year of service. A doctor's certification shall be required to establish eligibility for the additional sick leave described herein. Said additional sick leave is not cumulative, and may under no circumstances become accrued sick days for the employee.

A medical prognosis as to the expected term of disability will be required from the employee's personal physician after half of the available extended sick leave has been utilized. The prognosis shall be submitted to the employee's department head, who will forward the information immediately to the Administrator.

Sick leave time, compensated or uncompensated, shall be chargeable against any rights extended to the employee under the State and Federal medical leave acts.

ARTICLE 11 – VACATIONS

SECTION 1. Every permanent full-time employee shall be granted the following annual vacation time with pay during the calendar year:

<u>Years of Service</u>	<u>Amount of Vacation</u>
After 1 week to 1 year	1 day per month
After 1 year	12 days
After 10 years	15 days
After 20 years	20 days

Vacation requests must be given in advance and approved by the Department head and the Administrator.

SECTION 2. There will be a maximum carry over of 12 vacation days each year. At no time may accrued vacation time exceed 20 days.

SECTION 3. For the purposes of calculating the number of years of cumulative service each employee has accumulated, and the amount of vacation with pay each employee is entitled to, only full-time, continuous, uninterrupted service in and for the Township of Wantage shall be counted.

## **ARTICLE 12 – HOLIDAYS**

The Township will list annual holidays in advance. The holiday schedule for all full-time permanent employees consisting of 12 holidays, shall be determined by the Council and issued to the employees in or before December of the preceding year.

## **ARTICLE 13 - PERSONAL DAYS**

All permanent full-time employees shall receive three (3) personal days each year for personal business. Notice shall be given in advance of the requested day to the department head. Personal days may not be accrued and/or carried over to subsequent years.

## **ARTICLE 14 - BEREAVEMENT LEAVE**

**SECTION 1.** In the event of death in the immediate family, an employee will be granted time off without loss of pay from the day of death to the day of the funeral, but in no event shall said leave exceed three (3) calendar days. Employees may use Personal Days or Vacation Days for additional bereavement leave time and in the event of death outside of the immediate family.

**SECTION 2.** Immediate family shall be defined to include father, mother, mother-in-law, father-in-law, grandmother, grandfather, grandchild, spouse, child, foster child, sister, brother, sister-in-law or brother-in-law. It shall also include relatives of the employee residing in the employee's household.

**SECTION 3.** Verification of the event may be required by the Township and must be received by the Township within five (5) calendar days of the event.

## **ARTICLE 15 – MILITARY LEAVE**

Military leave will be granted in accordance with Federal and New Jersey State Statutes.

## **ARTICLE 16 – JURY DUTY**

Any regular full-time employee who loses time from his job because of jury duty as certified by the Clerk of the Court, shall be paid by the Town the difference between his daily base rate of pay and the daily jury fee. If released from jury duty during the workday, the employee must report directly to work.

## **ARTICLE 17 – WORKERS' COMPENSATION**

Any employee who is injured while working, whether slightly or severely, must make an immediate report to the supervisor or department head.

It is understood that the employee must file an injury report with the department head and the employee may file the appropriate Workers' Compensation Petition. Failure to so report said injury may result in the failure of the employee to receive compensation.

The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Township may reasonably require the employee to present such certificate from time to time.

In the event the Township appointed physician certifies the employee fit to return to duty, and the employee fails to report for work, the employee will be considered as having resigned.

## **ARTICLE 18 – LEAVE OF ABSENCE WITHOUT PAY**

Leaves of absences shall be considered as prescribed in N.J.A.C. 4A:6-1.1 et. seq.

## **ARTICLE 19 – WAGES**

The base annual salaries of all employees covered by this Agreement shall be as set forth in Appendix A hereof. The starting salary of any new laborer hired during the course of this contract shall be \$14.25 per hour.

In consideration of a one time base salary adjustment of \$515 which was made to each of the base salaries of four employees designated by the Union in calendar year 2004, the Union agrees that employees designated as Senior Road Repairer or Road Repairer shall include amongst their responsibilities the operation of heavy equipment when called upon to do so by the Township.

## **ARTICLE 20 – CLOTHING ALLOWANCE; UNIFORM ALLOWANCE**

The Township shall reimburse employees for up to \$150 each year for the cost of any special clothing needs required by the Employee's responsibilities, as determined by the Town. Only purchases approved of in advance by the Administrator shall qualify for reimbursement. The Township shall reimburse the Employee upon submission of the appropriate receipts. These requirements may include, on an as-needed basis: rain gear, jackets and gloves that are weather appropriate. The Township may also mandate specific clothing purchases that shall be purchased utilizing the Employee's clothing allowance.

In addition to the annual clothing allowance, the Township shall contract with a uniform rental company, and will pay for the costs of providing Eleven (11) sets of Industrial Shirts and Pants, for each employee. Each employee shall be provided with six sets of uniforms, each set consisting of one shirt and one pair of pants. At the beginning of the following week, each employee shall be responsible for turning in five sets of uniforms (the sixth being the uniform to be worn on the first day of work for that week). Upon turning in the five used uniform sets, the uniform rental company shall provide five newly cleaned sets of uniforms. This same procedure shall continue thereafter. Employees shall wear the uniforms provided at all times while on duty. Any charges incurred as a result of lost shirts or pants shall be the sole and exclusive responsibility of that employee. In addition, the Township of Wantage shall purchase one jacket for each employee in the year 2006, and another jacket for each employee in the year 2007, and shall purchase 5 T-shirts per employee, in a color agreed upon by the employees and DPW Supervisor.

## **ARTICLE 21 – MEAL ALLOWANCE**

Any employee required to work more than six (6) hours beyond the regularly scheduled daily shift, or who is required to work six (6) hours or more on emergency call out, shall receive a meal allowance of \$12 for each six (6) hour period worked beyond their regularly scheduled hours.

## ARTICLE 22 – CDL LICENSE

All Department of Public Works employees are required to have and retain in good standing a CDL License. Failure to comply with this requirement and maintain the CDL License shall result in termination. The Township shall pay the cost of CDL license renewals for all employees required by the Township to have a CDL.

## ARTICLE 23 – HEALTH AND DENTAL INSURANCE

SECTION 1. Health. Employees agree to maintain the health benefits plan put in place during calendar year 2006. Employees shall receive health insurance coverage through the North Jersey Municipal Employees Benefit Fund. The Township of Wantage agrees to provide up to \$1,000 per employee as reimbursement for any costs occasioned by this health benefits plan, under the following conditions:

- A) If an employee incurs costs due to Prescription Drug co-pay, as a result of the change in the health benefits plan, and said costs would not have been incurred had no change been made to the health benefits plan from the plan in place in calendar year 2003, the employee may submit, during the month of December of each calendar year during the term of this contract, an affidavit attesting to the fact that additional costs have been incurred as described herein, and shall provide the Township Administrator with proof of the costs incurred. The Township shall then reimburse the employee for the additional costs incurred.
- B) If an employee incurs costs due to payment of Deductible for medical services “out of network”, as a result of the change in the health benefits plan, and said costs would not have been incurred had no change been made to the health benefits plan from the plan in place in calendar year 2003, the employee may submit, during the month of August and/or December of each calendar year during the term of this contract, an affidavit attesting to the fact that additional costs have been incurred as described herein, and shall provide the Township Administrator with proof of the costs incurred. The Township shall then reimburse the employee for the additional costs incurred.
- C) The total amount of reimbursement of costs to any one employee shall not exceed \$1,000. However, if any employee wishes to assign an unused portion of his/her \$1,000 benefit to be used toward offsetting the costs of another employee for that same year, said authorization may be provided to the Township Administrator in writing by December 31 of that year, and the Township will assign the additional reimbursement allotment to the individual named. The reimbursement allowance is not cumulative from year to year and may not be carried over to a subsequent year. Any portion of an allowance not utilized in a given year is extinguished.

SECTION 2. Dental. All Employees shall be provided dental insurance coverage under Delta Dental – Delta Premier.

SECTION 3. The Township retains the managerial prerogative to change the health and dental insurance provider without negotiation. This right, however, is restricted whereby the Township must continue to provide health insurance coverage that is equal to, or better than, the level of coverage being provided to Township employees as set forth in Section 1 and Section 2 herein.



## **ARTICLE 24– PENSION/RETIREMENT**

**SECTION 1.** The Township and all employees shall continue to participate in the New Jersey Pension Plan ("P.E.R.S.") as provided by New Jersey State statutes. Enrolled employees will pay the employee portion of P.E.R.S. through the regular payroll deductions.

**SECTION 2.** Any employees hired prior to January 1, 2007, who retire at or after the age of 65 and have 25 years of service to the Township as a full-time employee will receive an annual payment of \$2,000 to offset the individual's cost of purchasing an additional insurance policy to supplement Medicare coverage, or to be used for any other purpose the individual desires, for the remainder of the Employee's natural life. Any employee hired on or after January 1, 2007 shall not be entitled to any paid health benefits upon retirement, regardless of the person's age and/or years of service.

## **ARTICLE 25 – BULLETIN BOARDS**

The Township agrees to provide one (1) bulletin board at the work location of the bargaining unit employees for the exclusive use of the Union to post notices and other Union information. Only information pertaining to Union business shall be posted on the bulletin board.

All material posted on said bulletin boards must be on official Union letterhead, or must be signed by an authorized Union representative.

## **ARTICLE 26 – ACCESS TO PREMISES**

The Township agrees to permit representatives of the Union to enter the premises of the Township for individual discussions of working conditions with bargaining unit employees, so long as work is not interrupted.

## **ARTICLE 27 – PERSONNEL RECORDS**

All personnel records are kept on file in the Township offices. Employees may review their vacation leave and sick leave records upon reasonable notice to the Administrator. Other personnel information may be reviewed by appointment with the Township Administrator.

## **ARTICLE 28 – JOB POSTING**

In order to keep employees within a department or organizational unit informed of positions in which they may be interested for the purpose of reassignment or promotion, and to provide an opportunity to apply for existing or planned job vacancies, such vacancies shall be posted upon their occurrence.

Such jobs shall be filled in accordance with Civil Service rules and regulations.

## **ARTICLE 29 – CIVIL SERVICE EXAMINATIONS**

Employees shall be allowed to take time off with pay to take open competitive and promotional examinations established by the Civil Service system for positions in the Town.

**ARTICLE 30 – SEPARABILITY AND SAVINGS**

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

**ARTICLE 31 – FULLY BARGAINED AGREEMENT**

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

**ARTICLE 32 – DURATION OF AGREEMENT**

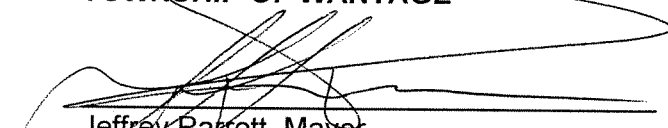
This Agreement shall be retroactive to January 1, 2007 and shall remain in effect up to and including December 31, 2009.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at the Township of Wantage, County of Sussex, State of New Jersey on this 10 day of October, 2006.

WITNESSETH:

  
\_\_\_\_\_

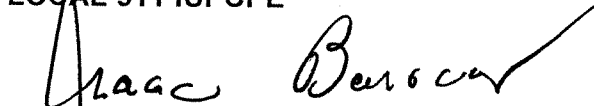

**TOWNSHIP OF WANTAGE**

  
\_\_\_\_\_  
Jeffrey Parrott, Mayor  
Date: \_\_\_\_\_

WITNESSETH:

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

**LOCAL 911 IUPCPE**

  
\_\_\_\_\_  
Isaac Barocas, Business Agent  
Date: \_\_\_\_\_  
  
\_\_\_\_\_  
Shop Steward  
Date: \_\_\_\_\_