

AGREEMENT

Between

TOWNSHIP OF JEFFERSON

and

OPEIU LOCAL 32

WHITE COLLAR UNIT

January 1, 2017 Through December 31, 2020

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PREAMBLE

This Agreement entered into this 15th day of Nov , 2018, 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 and Meter Reader.

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 the 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

C. 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, 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) working days of the occurrence of the matter complained of, or within five (5) working 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) working days after receipt of the grievance. The immediate superior's response shall be served within five (5) working days after receipt of the grievance, or if a meeting has been held as aforesaid, within five (5) working days after the date of such a meeting.

2. Step Two - Department Head

In the event the grievance is not resolved to the grievant satisfaction at Step One, or in the event the immediate superior has not served a timely written response at Step One, then within five (5) working days after the response date set forth in Step One, the grievant 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) working days and the response period shall be ten (10) working days.

3. Step Three - Township Administrator

In the event the grievance is not resolved at Step Two, or in the event the Department Head has not served a timely written response at Step Two, then within five (5) working days after the response date set forth in Step Two, the grievant 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) working days and the response period shall be fourteen (14) working 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) working days after the response at Step Three, then within five (5) working days after the response date set forth in 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 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) 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) working days of the occurrence of the matter complained of, or within five (5) working days after the Township Administrator would have reasonably been expected to know of its

occurrence. Such written grievance shall comport with the applicable provisions of Paragraph C, Section 1 (b) of this Article, and shall be mailed to the 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) working 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	One (1) day per month per calendar year From time of employment to December 31st
Second (2nd) year through Fifth (5th) year of service	Fourteen (14) days
Sixth (6th) year through Tenth (10th) year of service	Sixteen (16) days
Eleventh (11th) year through Fifteenth (15th) year of service	Nineteen (19) days
Sixteenth (16th) year through Twentieth (20th) year of service	Twenty-two (22) days
Twenty-first (21st) year through Twenty-fifth (25th) year of service	Twenty-five (25) days

*Current employees two (2) years through five (5) years - Sixteen (16) days vacation.
Employees hired prior to January 1, 1997.

Employees will receive one additional day of paid vacation leave for each year of service from the twenty-sixth (26th) year of service to the thirty (30th) year of service for a maximum of thirty (30) days of paid vacation leave.

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. Washington's Birthday
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Day
11. Day after Christmas
12. Employee's Birthday
13. 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.

ADDENDUM: Any employee who signs a retirement agreement, dates to be discussed, will receive a three (3) percent increase and no days off in the year of termination.

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 ($1\frac{1}{4}$) 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 accumulative 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, and 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, brother-in-law, sister-in-law, son-in-law, daughter-in-law and cousins of the first degree; the employee shall receive one (1) 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 emergency 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.

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. New Jersey State Health Benefits Plan rules apply for normal retirement (25 years 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 service) effective January 1, 2007, will not receive Medicare Part B reimbursement after retirement.

B. Dental insurance shall be provided to eligible employees. Effective January 1, 2008, each employee receiving dental coverage shall pay \$250.00 per year as a portion of the premium. This payment will be made in twenty-four (24) equal payroll deductions of \$10.42.

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 \$300.00 (Three 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 reimburse each employee from Petty Cash fund and charge appropriate budget line item (department #185). 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 expenses 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. A workday or working days will be defined as 8 hours.
2. A scheduled shift will be defined as 12 consecutive hours.
3. All provisions of Article 5-Vacations, Article 6-Holidays, Article 7-Sick Leave, will be calculated as "working days" defined in paragraph 1 above.
4. Section 8 paragraph A+B, Bereavement Leave, will be calculated as a scheduled shift {12 hours} defined above.
5. Dispatchers will be assigned to a 12 hour shift 4 consecutive days on and 4 consecutive days off. Each shift will be considered 1 ½ days worked.
6. When a schedule shift spans 2 calendar days, all hours will have been considered to be worked in the calendar day the shift started.
7. During each 16 week cycle an additional three (3) - twelve (12) hour scheduled shifts will be granted off if requested. These shifts will be unpaid.

9. Overtime for dispatchers will be converted into their annual income at the rate of one and one half (1 ½) X 208 hours X their hourly rate of pay in the year 2015 only and only for the benefit of the addendum as of January 1, 2015.

10. Annual income will be their 2015 hourly rate of pay X 2000 hours, plus the overtime as calculated in paragraph 9. Each dispatchers calculated annual salary will be paid bi-monthly.

11. Any hours worked in addition to the normally scheduled shift will be compensated at one and one half (1 ½) times the normal hourly rate.

12. The employer shall pay the employee for paid holiday hours unused in December each year to the maximum of forty (40) hours.

13. The employee attending training classes shall receive the hourly rate of pay from "Portal to Portal".

14. Effective January 1, 2015 base salary for dispatchers is as follows. Longevity for dispatchers is included in their annual income, therefore they will no longer earn longevity. As of 2015 the annual income is:

\$62,598.10 – Hinchman and Sherrer

\$60,176.04 – Claus and Mottolese

Trainees hired on or after January 1, 2015 will earn the following salaries:

2015	2016
\$55,994.00 L52/S1	\$57,113.00 L52/S1

Prior to this agreement, dispatchers were paid on an hourly basis. Their annual income included overtime and regular pay. This agreement combines their regular hourly pay based on 2000 hours annual plus 208 hours of overtime, creating a new annual pay.

ARTICLE 12.

SALARY AND WAGES

A. The base salary and wages of full time and part time unit employees shall be increased by of two percent (2.0%) percent across the board retroactive to January 1, 2017 January 1, 2018, January 1, 2019 and January 1, 2020. The new step guide will be increased by these amounts on a yearly basis. A wage re-opener and health benefit re-opener will be in effect on January 1, 2017.

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 2018; 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-grieve able, 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 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:
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):
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:
Will be in accordance with NJ State Law.

G. Employees hired or promoted prior to July 1st of any year, shall be deemed employed or promoted the preceding January 1st for salary calculations, and vacation calculations. Those employees hired or promoted subsequent to July 1st shall be deemed employed or promoted the subsequent January 1st 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 {4th} year of their employment, at two percent (2%), and increasing on-half percent (1/2%) each year thereafter until a maximum of:

\$1,775.00 total longevity for 2017
\$1,775.00 total longevity for 2018
\$1,775.00 total longevity for 2019
\$1,775.00 total longevity for 2020

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.

ARTICLE 15.

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 16.

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 17.

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 unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

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

C. All issues raised in negotiations but not specifically included in this Agreement shall continue unaffected by this Agreement. This paragraph shall not modify or change the Township's ability to deal with extenuating circumstances on an individual basis 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 18.

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 \$125.00 per year 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 19.

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 members 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.

b. 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. 10 days after receipt of the aforesaid list by the Employer; or
- b. 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 event the deductions will begin with the first paycheck paid 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/or the amount of the Representation Fee, and such changes will be reflected in any deductions made more than 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 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, suites 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 change 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, suites 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 20.

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 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 21.

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 22.

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 23.

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 days written notice given by the Union to the Township.

ARTICLE 24.

TERM AND RENEWAL

THIS AGREEMENT shall be in full force and effect as of January 1, 2017 and shall be in effect up to and including December 31, 2020. 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.

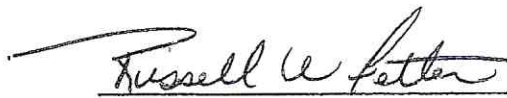
The parties have agreed that the 2017 Salary Guide and the Employee Rate Schedule attached hereto shall be implemented on January 1, 2017. The 2017 Salary Guide may be revised by the parties as part of their negotiations for a successor collective bargaining agreement. The aforementioned 2017 Salary 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


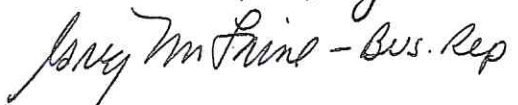

MAYOR



WITNESS:

OPEIU LOCAL 32
WHITE COLLAR EMPLOYEES



TOWNSHIP OF JEFFERSON
 COUNTY OF MORRIS, NJ

CONSENT AGENDA RESOLUTION #18-261

"RESOLUTION AUTHORIZING THE EXECUTION OF A WHITE COLLAR EMPLOYEES' CONTRACT WITH THE TOWNSHIP"

WHEREAS, the Township of Jefferson has recognized OPEIU Local 32 as the Union exclusively representing, for purposes of collective bargaining negotiations, all white collar non-professional employees employed by the Township, as defined in the attached Collective Bargaining Agreement; and

WHEREAS, the previous Contract with said Union and White Collar Unit expired on December 31, 2016; and

WHEREAS, the parties have been negotiating a renewal of the Contract for said bargaining unit, retroactive to January 1, 2017; and


WHEREAS, the parties have negotiated a collective bargaining agreement in accordance with the form attached hereto; and

WHEREAS, the Administration has recommended to the Township Council that the Council agree to this Contract, which shall be for a four-year period, expiring December 31, 2020; and

WHEREAS, the Township Council is desirous of entering into this Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Jefferson, County of Morris, State of New Jersey, that the Mayor and Administrator are hereby authorized to execute the attached Contract on behalf of the Township with the White Collar Unit employees of the Township.

ATTEST:


 MICHELE REILLY, TOWNSHIP CLERK
 Dated: November 1, 2018

COUNCIL OF THE TOWNSHIP OF JEFFERSON:


 DEBI MERZ, COUNCIL PRESIDENT

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 County at a meeting held on November 1, 2018.


 Michele Reilly, RMC, Township Clerk

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAIN
Birmingham			X			
Finnegan		X	X			
Smith			X			
Dunham	X		X			
Merz			X			

LOCAL 32 OPEIU/TOWNSHIP OF JEFFERSON
MEMORANDUM OF AGREEMENT – WHITE COLLAR BARGAINING UNIT
09/28/2018

The parties agree to the changes to language in the current White Collar Unit labor agreement as listed below, contingent upon ratification by the membership of Local 32 and approval by the Township of Jefferson Mayor/Council. Where there are no changes listed, the current language shall remain in effect.

A. Salary and wages proposed four year contract

- 2017 – The Salary Guide to be increased by 2%
- 2018 - The Salary Guide to be increased by 2%
- 2019 - The Salary Guide to be increased by 2%
- 2020 - The Salary Guide to be increased by 2%

B. Salary and wages for R.E.H.S. established by State of New Jersey requirements.

ARTICLE 11 – HOURS OF EMPLOYMENT –

C. Police Dispatchers only:

5. Dispatchers will be assigned to a 12 hour shift 4 consecutive days on and 4 consecutive days off. Each shift will be considered 1 ½ days worked.

9. Overtime for dispatchers will be converted into their annual income at the rate of one and one half (1 ½) X 208 hours X their hourly rate of pay in the year 2015 only and only for the benefit of the addendum as of January 1, 2015.

10. Annual income will be their 2015 hourly rate of pay X 2000 hours, plus the overtime as calculated in paragraph 9. Each dispatchers calculated annual salary will be paid bi-monthly.

11. Any hours worked in addition to the normally scheduled shift will be compensated at one and one half (1 ½) times the normal hourly rate.

12. The employer shall pay the employee for paid holiday hours unused in December each year to the maximum of forty (40) hours.

13. The employee attending training classes shall receive the hourly rate of pay from “Portal to Portal”.

14. Effective January 1, 2015 base salary for dispatchers is as follows. Longevity for dispatchers is included in their annual income, therefore they will no longer earn longevity. As of 2015 the annual income is:

\$62,598.10 – Hinchman and Sherrer

\$60,176.04 – Claus and Mottolese

Trainees hired on or after January 1, 2015 will earn the following salaries:

2015

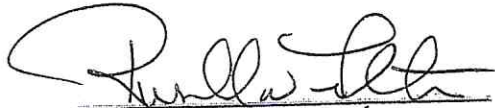
\$55,994.00 L52/S1

2016

\$57,113.00 L52/S1


Prior to this agreement, dispatchers were paid on an hourly basis. Their annual income included overtime and regular pay. This agreement combines their regular hourly pay based on 2000 hours annual plus 208 hours of overtime, creating a new annual pay.

FOR THE TOWNSHIP



DATE: 12/19/18

FOR OPEIU LOCAL 32



DATE: 10/9/18

