

AGREEMENT

Between

TOWNSHIP OF JEFFERSON

and

OPEIU LOCAL 32

BLUE COLLAR UNIT

January 1, 2017 Through December 31, 2020

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This Agreement entered into this 1st day of November, 2018, between the Township of Jefferson, hereafter referred to as the "TOWNSHIP" or 'EMPLOYER', and OPEIU LOCAL 32, Blue Collar Employees, with its principal place of business located at 3350 Highway 138, Bldg. 2, Ste. 125 Wall, NJ 07719, hereafter referred to as the 'UNION'. This agreement shall be in effect from January 1, 2017, to and including, December 31, 2020.

ARTICLE 1 RECOGNITION

The Township recognizes the Union as the sole and exclusive Collective Bargaining agent with regard to rates of pay, hours of work and other conditions of employment for all blue collar employees employed by Jefferson Township including truck driver, heavy equipment operator, equipment operator/truck driver, equipment operator, Sr. recycling operator, repair/mason, laborer, garage attendant, mechanic helper, recreation maintenance worker, mechanic, senior mechanic, mechanic repairman, sewer repairman, Sr. sewer/water repairman, Sr. water repairman, building service worker, and other employees in the Department of Utilities, Recreation Department and Department of Public Workers, but excluding; managerial executives, confidential employees, professional employees, policemen and supervisors within the meaning of the New Jersey Employer-Employee Relations Act.

Titles herein shall be defined to include the plural as well as the singular, and shall include male as well as females.

ARTICLE 2 TOWNSHIP RIGHTS AND RESPONSIBILITIES

Section 1. 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 but are not limited to the following rights:

- A. To manage and administer the affairs and operation of the Township;
- B. To direct the Township's working forces and operations;
- C. To hire, promote and assign employees;
- D. To demote, suspend, discharge or otherwise discipline employees;
- E. To maintain the efficiency of the Township's operations.
- F. To determine the methods, means, job classifications and personnel by which such operations are to be conducted;
- G. To relieve employees from duties because of lack of work or other legitimate reasons;
- H. To determine reasonable schedules of work and establish methods and processes by which such work is to be performed;
- I. To take whatever actions may be necessary to carry out the responsibilities of the Township;
- J. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and
- K. To promulgate rules and regulations from time to time, which may effect the orderly and efficient administration of municipal government.

Section 2. With respect to Section 1 above, the Township's use and enjoyment of its power, rights, authorities, duties and responsibilities, the adoption of its 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 the United States.

Section 3. Nothing contained in this agreement shall operate to deny or restrict the Township in the exercise of its rights, responsibilities and authorities pursuant to the laws of this state or the United States.

ARTICLE 3 DUES CHECK OFF

Section 1. The Employer, after receipt of written authorization from each individual employee, shall deduct the initiation fees and dues from each Union member's pay check due to him/her on the first and second payday of each month, and shall transmit them, in alphabetical order, at the end of each month, to the Union. Any member who does not receive a paycheck on the first payday of the month, will have dues deducted from the first paycheck received that month. If no dues are deducted for the current month, a double deduction will be made the following month in order to bring the member up-to-date. Dues not already deducted for the current month must be deducted from the last paycheck of a Union member when he/she leaves the employ of the Employer, or is discharged. The Employer agrees to forward the full name, address, and Social Security Number of any employee for whom initiation fee and dues are deducted.

The Employer agrees to notify the Union monthly, when members are discharged, granted leaves of absence, absent due to illness or injury, or leaves the employ of the Employer for any reason whatsoever.

Section 2. In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Union within fifteen (15) calendar days after such deduction is made.

- A. The Union shall indemnify and hold the Township harmless against any and all claims, demands, suit 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 authorized forms submitted by the Union to the Township.

Section 3. The employer agrees to forward the full name and address for all new employees who become eligible for membership. 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 therefore.

Section 4. Representation Fee

A. If an employee does not become a member of the Union during any membership year (from January 1 through 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.1. 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 assessment 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.

B.2. In order to adequately offset the per capital cost of services rendered by the Union as majority representative, the Representative Fee should be equal in amount to the regular membership dues, initiation fees and assessment charged by the Union to its own members, and the Representation Fee has been set at 85%. That amount solely because that is the maximum presently allowed by law. If the Law is changed in this regard, the amount of representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Union membership year immediately following the effective date of the change.

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 section C.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. Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, which ever is later.

C.3. If an employee who is required by 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 the Article, the Employer will deduct the unpaid portion of the fee from the last pay check 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, or 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, and such changes will be reflected in any deductions made more than ten (10) days after the Employer received said notice.

C.6. On or about the last day of each month the Agreement becomes effective, the Employer will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

C.7. Local 1 shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5 and related provisions 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.

ARTICLE 4
SENIORITY AND LAYOFF

Section 1. Layoffs shall be conducted as per New Jersey Civil Service Commission rules and regulations. The Employer shall establish and maintain a seniority list of employees, names, and dates of employment from the date of last hire on a department basis, with the employee with the longest length of continuous service to be placed at the top of said seniority list. The name of all employees with shorter length of service shall follow the name of such senior employee, in order, until the name of the employee with the shortest length of service appears at the foot of the list. The seniority of each employee shall date from the employee's date of hire with the Employer.

Section 2. All employees of the Employer shall be put on the "Seniority List". Such list shall be maintained with additions and subtractions from month to month as required.

Section 3. In the event of a layoff, due regard shall be had for the qualifications of the employees. Seniority shall prevail in that the last employee hired shall be the first to be laid off, provided that the more senior employee is qualified to perform the remaining work as determined by the Employer. Recall shall be as per New Jersey Department of Personnel rules and regulations.

Section 4. For all seniority and length of service for step increases will be calculated as of January 1. Employees hired or promoted prior to July 1 of any year will receive credit to the previous January 1st. Those hired July 1 or later in any year, are deemed hired the subsequent January 1.

ARTICLE 5
JOB VACANCIES, NEW JOBS CREATED

Section 1. The Administrator's office shall 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. Notice shall

Contain a job description, qualifications requirements, department where opening exists, and rate of pay.

Section 2. To provide advancement opportunities, the Administrator's office shall 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 New Jersey Department of Personnel Bulletin. In seeking inter-departmental transfers, whether promotional or lateral, employees shall not be discriminated against due to their status as Township employees.

Section 3. Employees interested, in order to be eligible, must sign the notice. Preference will be granted on the basis of departmental seniority provided the applicant has the necessary skill and ability to perform the work required. However, all other department employees and employees in other departments are eligible to bid. The Employer shall determine which, if any, of the applicants meet the qualifications. Selection shall be conducted as per New Jersey Civil Service Commission rules and regulations.

Section 4. If a bidder is a successful applicant, said employee will be notified by a noticed placed on the bulletin board within five (5) working days after the expiration of the five (5) working days required under Section 3 above.

Section 5. Any employee so selected to fill such job shall be granted a trial period of thirty (30) days. If it shall be determined by the Employer at or prior to the completion of the thirty (30) days of the trial period that the promoted employee is not qualified to discharge the duties of the position to which said employee was promoted, the employee shall resume the former position held or a position equivalent thereto. The employee shall receive the rate for the job as of the day that person begins the trial period. If removed from the position during or at the end of the trial period, the employee shall receive the rate of the position to which said employee is assigned. Nothing set forth in this section is intended to conflict with the provisions of N.J.A.C.4A:4-5.1 et seq.

Section 6. The Employer shall establish the hourly rate for any new or materially changed job title and shall notify the Union in writing. If the Union files a written protest, the Union and the Employer shall jointly study the new or changed job title and its relationship to the other job titles in the Employer's system on the basis of factors and procedures customarily used in job evaluation programs.

ARTICLE 6
DISCIPLINE AND DISCHARGE

Section 1. The employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of an employee, the employer must immediately notify the employee in writing of his/her discharge or suspension. Such written notice shall also be given to the Shop Steward, and a copy mailed to the Local Union office, within one (1) working day from the time of the discharge or suspension.

Section 2. Minor discipline of five (5) days or less may be challenged through the grievance procedure outlined in Article 13. Major discipline over five (5) days and up to and including termination may be appealed through the New Jersey Department of Personnel.

ARTICLE 7
TRANSFER OF EMPLOYEES

Section 1. In the event an employee is temporarily transferred for the convenience of the Employer to a higher paid job classification the employee shall receive the higher paid job classification rate for all time worked in said higher paid job. For purposes of this section "temporarily" is defined as a time period greater than one day.

Section 2. In the event an employee is temporarily transferred for the convenience of the Employer to perform work in a lower paid job classification the employee shall continue to receive the rate of pay for his/her regular job classification.

Section 3. An employee will not be transferred to a position which will displace another Union worker performing a job.

ARTICLE 8
AGREEMENT NOT TO STRIKE OR LOBBY/NO LOCKOUT

Section 1. 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, ass resignations, mass absenteeism, or any similar actions, which would involve suspension or interference with, or disruption of, the normal activities of the Township. Any employee participating in these prohibited activities may be disciplined by the Township.

Section 2. The Union agrees that during the term of this Agreement, it will refrain from lobbying before the Township Council, provided however, that it is recognized and agreed that Township employees acting individually may present matters unrelated to their employment with the Township to the Township Council for consideration on an individual basis as their needs as township residents require.

Section 3. The Township agrees that there shall be no lockout during the continuance of this Agreement.

ARTICLE 9
NON-DISCRIMINATION

Section 1. There shall be no discrimination by the Township or the Union against any employee on account of race, color, creed, age, sex, national origin, or political affiliation, or other protected status as defined by state and federal law.

Section 2. There shall be no discrimination, interference, or 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 Local Union.

Section 3. Any and all claims regarding equal employment opportunity provided for under this Agreement or under any federal, state or local fair employment practice law shall be addressed by an individual employee or the Union under the grievance and arbitration provisions set forth in Article 11 of this Agreement.

ARTICLE 10 **SHOP STEWARD**

Section 1. The Union may appoint their accredited members who are employees of the Employer, to act as Shop Steward. It shall be their duty to receive complaints and dispose of them in the manner provided under the Grievance and Arbitration Procedure. It is the intention of the parties hereto that the Shop Steward will, to the best of their ability attempt to carry out the terms, provisions and intention of this Agreement and to that end, will cooperate with the Employer to the fullest extent. It is understood and agreed, however, that the Shop Steward shall have no authority of any kind save that given under this Agreement.

The shop steward will be granted up to two (2) days off with pay per year to attend Union business.

ARTICLE 11 **BULLETIN BOARDS**

Section 1. The Employer will provide a bulletin board for the use of the Union in posting notices of Union meetings, elections, recreational and social events. Nothing shall be posted on said board which is disparaging to the Employer. The Union shall furnish the Employer with copies of all items posted before same are posted.

Section 2. No employee shall have the right to post any notice on the bulletin board.

ARTICLE 12

ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS

Section 1. An employee shall within three (3) working days of a written request to the Personnel Department during the term of this Agreement, have an opportunity to review his/her personnel file, in the presence of an appropriate official of the Personnel Department, to examine any criticism commendation or evaluation of his/her work performance of conduct prepared by the Town. He/she shall be allowed to place in such file a response of reasonable length to anything contained therein.

Section 2. Each regular written evaluation of work performance shall be reviewed with the employee and evidence of this review shall be the required signature of the employee on the evaluation form. Such signature shall not be construed to mean agreement with the content of the evaluation

Section 3. Management and Supervisory personnel shall not use the prospect of issuing a poor evaluation to intimidate an employee during the course of his/her daily job performance. This paragraph shall not be construed to mean that a manager or supervisor cannot complete a poor evaluation for an employee whose performance is found less than satisfactory.

In the event an unsatisfactory evaluation cause an employee to be denied a salary guide step increase, the evaluation can be grieved in compliance with Article 13 of this Agreement.

ARTICLE 13

GRIEVANCE AND ARBITRATION 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, there shall be no suspension of work, but an earnest effort shall be made to settle such differences immediately. To that end, all grievances, disputes or controversies must be presented within five (5) days after they arise, or they shall be deemed to have been waived. In order to carry out the

intent of the foregoing, any differences that arise shall be settled in the order and manner as hereinafter set forth:

Section 2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant 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 the decision.

Step 1. Within five (5) days of the time a grievance arises or within five (5) days of the date when the grievant shall know of its occurrence, the employee either directly or accompanied by a steward will present the grievance in writing to the Department Head. Within five (5) working days after presentation of the grievance, the Department Head will render a written decision to the employee and the Steward.

Step 2. Within five (5) days of written answer from the Department Head is received, the employee shall provide a submission, outlining the employee's exceptions to the Department Head's decision. The Department Head will arrange a meeting with the employee and the Union Shop Steward not later than five (5) working days towards the end of attempting to resolve the grievance. The Department Head shall give a written answer to the employee and Shop Steward not later than five (5) working days.

Step 3. Within five (5) days of the written answer, if the grievance is not resolved it shall be filed with the Town Administrator noting all exceptions to previous decisions. The Town Administrator will arrange a meeting at a mutually agreeable time and place not later than ten (10) working days after receipt of the written grievance.

The aggrieved part, the Shop Steward, and the Union's Business Representative shall be entitled to be present at the meeting. The town Administrator shall give a written answer to the grievant and the union within five (5) working days after the meeting.

A group grievance, one that may affect a group of employees, may be presented by the Union at STEP1. Any grievance not processed to the STEP in the Grievance Procedure within the time limits provided for such proceeding shall be

deemed to have been waived and abandoned by the moving party. If a group grievance is filed by the Union, the grievance shall contain the job titles of those unit members for whom the grievance has been filed. If a grievance is filed by two or more bargaining unit members, the grievance shall set forth the names of the unit members alleged to have been aggrieved therein.

Step 4. ARBITRATION

A. If the grievance is not resolved in the third STEP, either party may appeal the grievance to arbitration before an arbitrator selected in accordance with the rules and regulations of the New Jersey State Board of Mediation. The fees and expenses of the arbitrator shall be borne equally by the parties.

B. The award of the arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the employee(s) involved.

C. The arbitrator shall not have the power or authority to add to, change or modify any of the provisions of this Agreement.

ARTICLE 14 **HOURS OF WORK AND OVERTIME**

Section 1. The Regular workweek shall consist of forty (40) hours. All unit members employed by the Township as of the signing date of this Agreement shall have their work week in existence grand fathered. The regular workweek for all employees hired after the signing date of this contract shall be negotiated on an individual basis with the Union. The employer reserves the right to assign work schedules for newly hired employees.

Section 2. The regular work day shall consist of eight (8) hour per day, beginning at 7:00 am and ending at 3:30 pm, exclusive of a one half (1/2) hour lunch period and one (1) fifteen (15) minute coffee break each morning, said coffee break to be scheduled by the job foreman. On payday each employee shall be entitled to forty five (45) minutes for lunch. The lunch break shall be scheduled by the foreman on each job site. Each employee will be allowed fifteen (15) minutes clean up time at the end of each work day.

Section 3. All work performed in excess of eight (8) hours in any day shall be paid at the rate of one and one half (1 ½) times the employees regular rate of pay.

Section 4. All work performed in excess of forty (40) hours per week shall be paid at the rate of one and one half (1 ½) times the employees regular rate of pay. With respect to the forty (40) hour provision above, time taken from work for sick leave, personal days, or vacations, is included within the forty (40) hour base period.

Section 5. An employee who works is regular shift and then is required to continue working shall be entitled to one half (1/2) hour lunch period with no loss of pay, plus meal allowance. Every seven (7) hours thereafter, he shall be entitled to another one half (1/2) hour lunch period, plus the meal allowance spelled out below.

Section 6. Meal Allowance Employees shall receive an amount not to exceed thirteen (\$13.00) dollars for each meal spelled out under section 5 above. Each employee shall be required to fill out the appropriate meal ticket form within the same pay period. This money will be a stipend through payroll.

Section 7. Any employee required to work on a holiday shall be paid at two (2) times the employees regular rate of pay for all hours worked on a holiday which shall be in addition to the holiday pay. If the holiday is on a Sunday, and the employee is called into work, he/she will receive two (2) times hourly rate. If called in on Monday, employee will receive regular pay, plus one and a half (1 ½) times their hourly rate.

Section 8. Overtime shall be rotated by the job title, then seniority. The Supervisor shall maintain a list of employees by department, in seniority order. Initial distributions of available overtime hours shall begin with the most senior personnel and shall be rotated down the list for all subsequent assignments. The Supervisor shall maintain a log of his overtime assignments including the employees he has requested to work overtime and their refusal of same, if that is the case. The Department Head and foreman reserve the right to determine if a call out emergency requires a specialty and may go outside the rotating overtime procedure in order to address the emergencies. Concerning snow plowing, Department of Public Works employees shall be called in first. Fulltime employees will receive preference for overtime over part time and temporary

employees. The Shop Steward will be given a monthly report and is responsible to post.

Section 9. Overtime for employees of the Municipal Utilities Authority will be mandatory. Overtime is not guaranteed.

Section 10. ON CALL TIME Employees assigned to remain on call at home, by either the Department Head or the general foreman, shall receive one hundred thirty (\$130.00) dollar per day compensation for being on stand-by and shall not have the "On Call" time included within the forty (40) hour base period for the purpose of entitlement to overtime or otherwise have such time be considered as actual hours worked. This section will be effective as of the signing date of this contract and will not be retroactive.

The employee shall have the right to notify the Township prior to a vacation day of his desire not to be on call when on a vacation day.

Should the employee be called in to stand by at the Public Works garage, he/she shall be clocked in and clocked out and shall be compensated at the overtime rate for each hour he/she was on said stand-by. He/she shall be guaranteed a minimum of three and a half (3.5) hours work and during this time, he/she can be assigned at the discretion of the Department Head within their job classification. For the purpose of this section, "on call time" shall not include time spent while standing by at the Public Works garage. There shall be 24 hours notice of cancellation of overtime or stand by weekends, unless it is cancelled due to "act of God".

Section 11. CALL BACK/CALLOUT/CALLIN PAY

a. Any employee who is requested to return to work after completing the regular shift and has left his place of work shall be guaranteed a minimum of three and a half (3.5) hours work at one and one half (1 ½) the employees regular rate of pay, per incident, provided such hours do not overlap into the employee's regular working hours.

The employee shall have the right to notify the Township prior to a vacation day of his/her desire not to be on call when on a vacation day.

b. When an employee is required to work more than seven (7) hours past the normal work day, the employee shall be entitled to one half (1/2) hour dinner period at no loss of pay.

c. When employees are called out for snow or ice removal, one (1) mechanic shall also be called out at the sole discretion of the Division/Department head or Forman.

d. In no event shall the number of hours required exceed the maximum allowed under the Code of Federal Regulations for those employees who are required to hold and use a commercial driver's license.

Section 12. TRAINING

Hourly rate of pay will be paid from "Portal to Portal".

ARTICLE 15 HOLIDAYS

Section 1. Employees shall be granted holidays with pay for eight (8) hours at the employee's regular hourly rate, although no work is performed 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 -

to be taken at the sole option of the Employee upon two (2) weeks' notice in writing to his/her Department Head and granted subject to the needs of the service.

Section 3. 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.

Section 4. 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 bereavement, vacation, or sick day. If all sick time has been used, proof must be established of this fact.

Section 5. If an employee is required to work on any of the above holidays the employee will receive two (2) times their regular rate of pay for all hours worked on that day plus eight (8) hours holiday pay. If an employee works on Easter Sunday he/she will receive two (2) times their regular rate of pay for all hours worked on that day. If an employee is working on overtime the day before a holiday and works past midnight (12:01 am) these rates will commence at the time and continue until the employee leaves work to go home. If an employee gets called on a holiday for overtime these rates will apply until the employee is relieved to go home even if that is the next day.

ARTICLE 16
VACATIONS

Section 1. Employees shall be granted vacation leave based upon length of service, pursuant to the following schedule:

LENGTH OF SERVICE

VACATION

First (1st) year of employment

One (1) day per month from date of hire
To December 31st.

Second (2nd) year of service
through five (5) years of
service

Fourteen (14) days per year. *112.*

Sixth (6th) year of service
through ten (10) years of
service

Seventeen (17) days per year. *136.*

Eleventh (11th) year of service
through fifteen (15) years of
service

Twenty (20) days per year. *160.*

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

Twenty Three (23) days per year. *184.*

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

Twenty Six (26) days per year. *268*

26 = 216

27 = 324

28 = 332

After the 25th year of service one (1) day vacation will be added each year,
with the maximum not to exceed thirty (30) days.

29 = 240

30 = 348

Section 2. In accordance with the above schedule, each employee shall receive pay at the straight time rate for regularly schedule hours in advance for each calendar day of vacation that such employee shall be entitled to. Vacations shall be scheduled by the Employer in keeping with considerations related to seniority, workload and good staffing practices to insure efficient operation of their offices.

Section 3. An employee may request approval to carry over to the year immediately succeeding not more than the vacation time which was accrued that year. (Example: If you are entitled to fourteen (14) days this year, you can only carry over fourteen (14) days total to the next year, any more days than that will be lost.) Carry over will not be for more than a one (1) year period, pursuant to N.J.A.C.4A:6-1.2(e). The Township agrees to buy back any unused vacation days at a rate of 100%. The employee shall have the right to notify the Township prior to the vacation day that he does not wish to be called for work on his vacation day.

Section 4. Employees shall be entitled to request vacations in one (1) hour increments.

ARTICLE 17 **SICK LEAVE**

Section 1. "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 of attendance of such employee. For the purpose of this Article, "immediately family" as defined in accordance WITH n.j.a.c.4a:1-1.3.

Section 2. Each employee shall be entitled to sick leave credits at the rate of one and one quarter (1 ¼) days per month from the date of employment to the end of the calendar year of hire. If separation from employment occurs before the end of said year, and the employee has used more sick leave than appropriate on a pro rate basis, he/she shall have an amount equal to his/her daily rate of pay deducted from his/her final pay, for each day of sick leave taken in excess of the number to which he/she was entitled.

- A. In the event an employee exhausts their sick leave for the year and is absent (an) additional day(s), any accrued but unused vacation or personal days will be used as an alternative to docking the employee's pay for this absence.

Section 3. 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 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. If upon termination from the Township's service, an employee has used more sick leave than that to which he/she is entitled, he/she shall have deducted from his/her final pay an amount equal to the daily rate of pay for each day of sick leave taken in excess of the number of sick days to which he/she is entitled.

Section 4. 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, then 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 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 New Jersey Civil Service Commission rules and regulations.

Section 5. A certificate from a reputable physician in attendance shall be required as proof of the need for leave of absence or the need for the employee's attendance

upon a member of the employee's immediately family. In the instance of leave of absence due to contagious disease a certificate from the Department of Health shall be required.

Section 6. Where an 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 to the Township nurse to the home of an employee on sick leave.

Section 7. Nothing contained in this Article 17 of the Agreement supersedes the employee's rights and responsibilities or the Township's obligations as set forth in the Township's family and medical leave policy.

Section 8. Nothing contained in this Article 17 of the agreement shall preclude participation in the Township's donated leave program.

Section 9. Designated phone line for Water & Sewer to call 973-208-6144. DPW and Recreation retain the same call procedure as in the past.

ARTICLE 18 **OTHER LEAVES**

Section 1. Each employee shall be allowed leave with pay if required for jury duty. A written request for such leave shall be given by the employee to his/her supervisor at least two (2) weeks in advance of the next business day following the employee's receipt of the jury duty notice.

Section 2. The Township shall provide bereavement leave with pay not to exceed four (4) working days in the case of death of an employee's spouse, child, brother, sister, mother, father, mother-in-law, father-in-law, or stepchild.

The Township shall provide bereavement leave with pay not to exceed one (1) working day in the case of death of relatives of the second degree for attendance at the funeral. Such relatives shall include, but not be limited to, grandparent, sister-in-law or brother-in-law, aunt uncle, niece and nephew.

Section 3. 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.

Section 4. In cases of emergency such as illness or accident involving members of the employee's immediate family, the Department Head and the Township Administrator may grant permission to the employee to leave the job and attend to such emergency. Any time so used shall be chargeable against sick leave for the day of occurrence on an hour-for-hour basis. Any additional time required shall be treated in accordance with Article 17 – Sick Leave.

ARTICLE 19 **UNIFORMS**

Section 1. Beginning the second pay period of each January, a uniform allowance of \$750.00 shall be paid for warm weather and cold weather gear.

- A. The Township will pay \$175.00 (one hundred seventy five dollars) to each employee per year for the purchase of safety shoes for years 2017 and 2018. The Township will pay \$195.00 to each employee per year for the purchase of safety shoes for the years 2019 and 2020. The

employee must submit an original receipt in order for the Township to pay. Boots are to be inspected to insure they are safety compliant.
B. Five (5) tee-shirts will be paid for by the Township annually.

Section 2. An employee shall be permitted to wear his/her own t-shirts as an outer garment, with discretion and only when the superior determines it to be a safety hazard for the task being accomplished.

ARTICLE 20 **HEALTH INSURANCE**

Section 1. Effective January 1, 2010 all employees to reassign health benefits to NJ Direct 15, or pay the difference through a payroll deduction. New Jersey State Health Benefits plan rules apply for normal retirement. The employee must have twelve (12) years service with the employer, and twenty five (25) years total pensionable service.

The 62 years of age/15 years' service retirement incentive will expire December 31, 2009. Effective January 1, 2010 employees who are 62 years of age, and have fifteen (15) years of service with the employer, will receive requirement health benefits. There will no longer be spouse or dependent retired coverage under the 62/15 incentives. This item is open to renegotiation, should there be a change in existing retiree benefit law.

Employees not eligible to retire (25 years of service) as of January 1, 2007, will not receive Medicare reimbursement.

Section 2. Group Life Insurance is automatically provided upon enrollment in the Public Employees Retirement System, with coverage as provided by the system.

PRESCRIPTION DRUG REIMBURSEMENT PLAN/ OPTICAL PLAN

Section 1. The amount of \$8.85 will be paid after Labor Day. This is the cost of the prescription/vision optical reimbursement that has been added into the hour rate during the 2006-2008 contract.

DENTAL PLAN

Section 1. Dental insurance equivalent to that currently provided and shall be provided to all eligible unit members.

Section 2. Each employee will pay \$250.00 per year dental insurance contribution. This contribution will be paid through payroll deductions, as of January 1, 2007.

CDL PHYSICALS

Work related physical examinations (CDL) licenses, will be performed by the township health care provider. Currently, St. Clair's Corporate Health Services.

ARTICLE 21
SALARY AND WAGES

Section 1. The salary and wages of all Bargaining Unit employees covered by this Agreement shall be paid in accordance with the attached salary guides. From Step 5 to Step 6 will be changed from three (3) years to two (2) years. The base salary and wages shall be increased by two (2.0%) percent January 1, 2017, January 1, 2018, January 1, 2019 and January 1, 2020.

Section 2. Notwithstanding the matters set forth in Section 1, the Township reserves the right to set starting salaries and wages for any position, providing,

however, the starting salaries are not higher than presently paid to the employees in the unit or the new employee exhibits skills which may benefit the Township. The Township reserves the right to set the pay and reflect past work experience and various skills.

Section 3. 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-grievable, and non-arbitrable subjects over which the Township reserves total discretionary authority and control.

ARTICLE 22 LONGEVITY

Section 1. All full-time bargaining unit employees hired on or before November 1, 1997, shall be entitled to longevity awards after the fourth (4th) year of their employment. Rates to be as follows:

2017	\$1,775.00
2018	\$1,775.00
2019	\$1,775.00
2020	\$1,775.00

Section 2. A proportionate share of 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 23
TEMPORARY DISABILITY INSURANCE

All full-time eligible employees covered herein will be enrolled in a Temporary Disability Plan which is equal to the New Jersey State Temporary Disability Plan at no cost to the employee.

ARTICLE 24
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 modifying pensions and retirement benefits, which are mandatory, will be implemented.

ARTICLE 25
SEPERABILITY AND SAVINGS CLAUSE

If any provisions of this Agreement should be held or adjudged illegal or in violation of any present or future law, such adjudication shall not invalidate any other portion or provisions of this Agreement, nor relieve either party thereto from their liabilities and obligations under this Agreement which shall continue in full force and effect. In the event that any portion of said Agreement is held illegal as above mentioned, the parties agree to meet promptly in order to negotiate a proper and legal substitute therefore.

ARTICLE 26
FULLY BARGAINED PROVISIONS

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 ad 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 understanding 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, 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.

This agreement shall not be modified in whole or in part by the parties, except by a written instrument duly executed by both parties.

MECHANIC *and*
EQUIPMENT OPERATOR *and*
ASSISTANT PUBLIC WORKS
INSPECTOR

	STEP #1	STEP#2	STEP#3	STEP#4	STEP#5	STEP#6
2017	29.1569	30.5443	31.9317	33.3191	34.2930	34.9729
2018	29.7400	31.1552	32.5704	33.9855	34.9789	35.6723
2019	30.3348	31.7783	33.2218	34.6652	35.6785	36.3858
2020	30.9415	32.4138	33.8862	35.3585	36.3920	37.1135

SENIOR MECHANIC

	STEP #1	STEP#2	STEP#3	STEP#4	STEP#5	STEP#6
2017	31.5182	32.9057	34.2930	36.0274	37.4148	38.1571
2018	32.1485	33.5638	34.9789	36.7479	38.1631	38.9202
2019	32.7915	34.2351	35.6785	37.4829	38.9263	39.6986
2020	33.4474	34.9198	36.3920	38.2326	39.7048	40.4926

SUPERVISING HEAVY EQUIPMENT
OPERATOR

	STEP #1	STEP#2	STEP#3	STEP#4	STEP#5	STEP#6
2017	34.5227	35.9793	37.4358	38.8924	40.3618	41.1629
2018	35.2132	36.6989	38.1845	39.6702	41.1690	41.9862
2019	35.9174	37.4328	38.9482	40.4636	41.9924	42.8259
2020	36.6358	38.1815	39.7272	41.2729	42.8322	43.6824

HEAVY EQUIPMENT OPERATOR

	STEP #1	STEP#2	STEP#3	STEP#4	STEP#5	STEP#6
2017	32.9057	34.2930	35.6805	37.1079	38.4553	39.2184
2018	33.5638	34.9789	36.3941	37.8501	39.2244	40.0028
2019	34.2351	35.6785	37.1220	38.6071	40.0089	40.8029
2020	34.9198	36.3920	37.8644	39.3792	40.8091	41.6189

Length of time between step increases one (1) year one (1) year one (1) year two (2) years two (2) years two (2) years

GARAGE ATTENDANT	STEP	STEP#2	STEP#3	STEP#4	STEP#5	STEP#6
	#1					
2017	17.7239	19.1113	20.4987	21.8862		
2018	18.0784	19.4935	20.9087	22.3239		
2019	18.4399	19.8833	21.3269	22.7704	maxed out	
2020	18.8087	20.2810	21.7534	23.2258	0.0000	0.0000

<u>LABORER and MECHANIC HELPER</u>	STEP	STEP#2	STEP#3	STEP#4	STEP#5	STEP#6
	#1					
2017	20.4987	21.4593	22.8467	24.2341	25.6216	26.1279
2018	20.9087	21.8885	23.3036	24.7188	26.1340	26.6505
2019	21.3269	22.3263	23.7697	25.2132	26.6567	27.1835
2020	21.7534	22.7728	24.2451	25.7175	27.1899	27.7272

<u>ROAD REPAIRER and MAINTENANCE REPAIRER</u>	STEP	STEP#2	STEP#3	STEP#4	STEP#5	STEP#6
	#1					
2017	21.8862	22.8467	24.2341	25.6216	27.0090	27.5432
2018	22.3239	23.3036	24.7188	26.1340	27.5491	28.0941
2019	22.7704	23.7697	25.2132	26.6567	28.1001	28.6560
2020	23.2258	24.2451	25.7175	27.1899	28.6621	29.2291

<u>TRUCK DRIVER and SENIOR ROAD REPAIRER</u>	STEP	STEP#2	STEP#3	STEP#4	STEP#5	STEP#6
	#1					
2017	26.3820	27.7694	29.1569	30.5150	31.9317	32.5644
2018	26.9096	28.3248	29.7400	31.1253	32.5704	33.2157
2019	27.4478	28.8913	30.3348	31.7478	33.2218	33.8800
2020	27.9967	29.4691	30.9415	32.3828	33.8862	34.5576

<u>HEAVY TRUCK DRIVER and EQUIPMENT OPERATOR/TRUCK DRIVER</u>	STEP	STEP#2	STEP#3	STEP#4	STEP#5	STEP#6
	#1					
2017	27.7694	29.1569	30.1668	31.9317	33.3192	33.9796
2018	28.3248	29.7400	30.7701	32.5704	33.9856	34.6592
2019	28.8913	30.3348	31.3855	33.2218	34.6653	35.3523
2020	29.4691	30.9415	32.0133	33.8862	35.3586	36.0594

Length of time between step increases	one (1) year	one (1) year	one (1) year	two (2) years	two (2) years	two (2) years
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WATER/SEWER REPAIRER	STEP					
	#1	STEP#2	STEP#3	STEP#4	STEP#5	STEP#6
2017	30.3176	31.7049	33.0924	34.4799	35.8672	36.5786
2018	30.9239	32.3390	33.7543	35.1695	36.5846	37.3102
2019	31.5424	32.9858	34.4293	35.8729	37.3163	38.0564
2020	32.1733	33.6455	35.1179	36.5903	38.0626	38.8175

SENIOR WATER/SEWER REPAIRER	STEP					
	#1	STEP#2	STEP#3	STEP#4	STEP#5	STEP#6
2017	33.0924	34.4799	35.8672	37.2547	38.6422	39.4089
2018	33.7543	35.1695	36.5846	37.9998	39.4150	40.1971
2019	34.4293	35.8729	37.3163	38.7598	40.2033	41.0010
2020	35.1179	36.5903	38.0626	39.5350	41.0074	41.8211

WATER/SEWER OPERATOR	STEP					
	#1	STEP#2	STEP#3	STEP#4	STEP#5	STEP#6
2017	34.9868	36.3742	37.7617	39.1491	40.5365	41.3412
2018	35.6866	37.1017	38.5169	39.9321	41.3472	42.1681
2019	36.4003	37.8437	39.2872	40.7308	42.1742	43.0114
2020	37.1283	38.6006	40.0730	41.5454	43.0177	43.8717

SENIOR SEWAGE PLANT OPERATOR position created	STEP					
	#1	STEP#2	STEP#3	STEP#4	STEP#5	STEP#6
2017	37.4359	38.9203	40.4050	41.8896	43.3741	44.2351
2018	38.1846	39.6988	41.2131	42.7273	44.2416	45.1198
2019	38.9483	40.4927	42.0374	43.5819	45.1264	46.0222
2020	39.7273	41.3026	42.8781	44.4535	46.0289	46.9427

Length of time between step increases one (1) year one (1) year one (1) year two (2) years two (2) years two (2) years

RECREATION MAINTENANCE WORKER	STEP					
	#1	STEP#2	STEP#3	STEP#4	STEP#5	STEP#6
2017	23.1936	24.5810	25.9684	27.3559	28.7433	29.3121
2018	23.6574	25.0727	26.4878	27.9030	29.3182	29.8984
2019	24.1306	25.5741	27.0175	28.4610	29.9046	30.4963
2020	24.6132	26.0856	27.5579	29.0303	30.5027	31.1063

SENIOR RECREATION MAINTENANCE WORKER	STEP					
	#1	STEP#2	STEP#3	STEP#4	STEP#5	STEP#6
2017	25.2747	26.6622	28.0495	29.4370	30.8245	31.4349
2018	25.7802	27.1954	28.6105	30.0258	31.4410	32.0636
2019	26.2958	27.7393	29.1828	30.6263	32.0698	32.7049
2020	26.8217	28.2941	29.7664	31.2388	32.7112	33.3590

PARK ATTENDANT	STEP					
	#1	STEP#2	STEP#3	STEP#4	STEP#5	STEP#6
2017	11.4003	12.7878	14.1752	15.5626	16.9477	0.0000
2018	11.6283	13.0435	14.4587	15.8739	17.2866	0.0000
2019	11.8609	13.3044	14.7479	16.1913	17.6324	0.0000
2020	12.0981	13.5705	15.0429	16.5152	17.9850	0.0000

Length of time between step increases	one (1) year	one (1) year	one (1) year	two (2) years	two (2) years	two (2) years
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ARTICLE 27
TERM AND RENEWAL

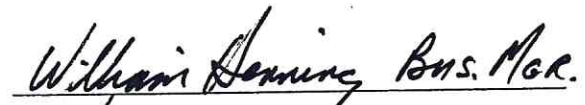
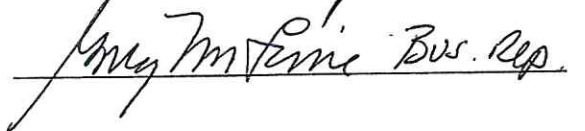
This AGREEMENT shall be in full force and effective as of the day and year first above written, and shall be in effect up to and including December 31, 2020. This Agreement shall continue in full force and effect from year to year thereafter, unless one part or the other gives notice, in writing, by 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Lake Hopatcong, New Jersey on this 1st day of November, 2018.

TOWNSHIP OF JEFFERSON:

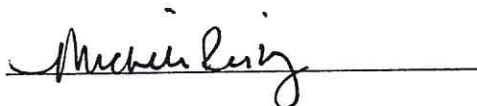
OPEIU LOCAL 32
BLUE COLLAR UNIT







ATTEST:

COMMITTEE:



Michele Reilly, Township Clerk



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

The parties agree to the changes to language in the current Blue 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.

ARTICLE 1 – Recognition – Removal of Supervising Mechanic and Supervising Diesel Mechanic.

Addition of title Equipment Operator/Truck Driver to be paid the same as Heavy Truck Driver.

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%

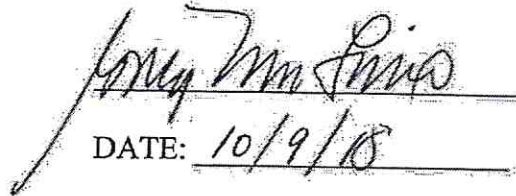
Boot Allowance: 2017 & 2018 \$175.00 per year.
 2019 & 2020 \$195.00 per year.

FOR THE TOWNSHIP



DATE: 12/18/18

FOR OPEIU LOCAL 32



DATE: 10/9/18