

AGREEMENT

Between

TOWNSHIP OF JEFFERSON  
COUNTY OF MORRIS, NEW JERSEY

And

IAI W. LOCAL 1  
FOREMAN UNIT

January 1, 2009 through December 31, 2011

# TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
Preamble.....	1
I. Recognition.....	2
II. Township Rights and Responsibilities.....	3
III. Grievance Procedure.....	4
IV. Agreement Not to Strike or Lobby.....	8
V. Vacations.....	9
VI. Holidays.....	10
VII. Sick Leave.....	11
VIII. Other Leaves.....	13
IX. Insurance.....	14
X. Pensions.....	14
XI. Uniforms.....	15
XII. Hours of Employment.....	15
XIII. Salary and Wages.....	16
XIV. Longevity.....	16
XV. Extra Compensation.....	17
XVI. Dues Check-Off.....	18
XVII. Non-Discrimination.....	20
XVIII. Separability and Savings.....	20
XIX. Fully – Bargained Provisions.....	20
XX. Medical Coverage.....	21
XXI. Temporary Disability.....	21
XXII. Term and Renewal.....	22

**PREAMBLE**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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 IAI W. LOCAL 1, 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 Supervising Heavy Equipment Operator, Foremen, Road Supervisors, and Superintendent of Roads employed by Jefferson Township, but excluding: all other blue-collar employees, managerial executives, policemen, confidential employees, and professional employees within the meaning of the New Jersey Employer-Employee Relations Act.
- B. Titles herein shall be defined to include the plural as well as the singular, and shall include males as well as females.

## ARTICLE II

### Township Rights and Responsibilities

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;
  5. To maintain the 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 reasonable schedules of work 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;
  10. 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
  11. To promulgate rules and regulations from time to time, which may effect the orderly and efficient administration of municipal government.
- B. With respect to paragraph A above, the Township's use and employment of its powers, 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 of the United States.
- C. 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 of the United States.

## ARTICLE III

### Grievance Procedure

#### A. DEFINITIONS

1. The term “grievance” as used herein means any controversy arising over the interpretation, application or alleged violation of this Agreement, and may be raised by an individual unit employee, a group of unit employees or the Union at the request of any such individual or group (hereinafter referred to as the “grievant”), or by the Township.
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 questions 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 of organization and determination of immediate superior are for informational 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-arbitrable 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 it's occurrence. If the grievants 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 written grievance must identify the grievant by name(s); if filed by the Union, must certify that it has been filed at the request of the grievant; must be signed by the grievant and, if filed by the Union, by the Union's representative as well; must set forth with particularity a clear and concise statement of the facts constituting the grievance, including the specific action or failure to act alleged, the time and place of occurrence of such specific action or failure to act, the names of all Township representatives whose action or failure to act forms the basis of the grievance, the names of all witnesses the grievant intends to present, and the specific contract provision(s) forming the basis of the grievance, explaining the precise question of interpretation, application or alleged violation of such provision(s) underlying the grievance; and must set forth with particularity the remedy sought by the grievant. Any written grievance failing to comport with the foregoing requirements of specificity and identification shall be null and void, need not be processed by the Township, and shall constitute an abandonment of the grievance. The matters and persons specified and identified in a written grievance shall not be expanded upon or added to subsequent to it's filing, and the grievant shall be precluded from raising or presenting additional facts, witnesses or contract provisions thereafter, except with the express written consent of the Township.

(c) Once a grievance comporting with the foregoing requirements of specificity and identification is timely filed, the immediate superior shall investigate the grievance and render a written response, which shall be served upon the grievant. In the course of his/her investigation, the immediate superior may consider the matters contained in the written grievance and may also schedule a meeting with the grievant 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 foresaid, within five (5) working days after the date of such meeting.

## 2. Step Two – Department Head

In the event the grievance is not resolved to the grievant's satisfaction at Step One, or in the event the immediate superior has not served a timely written response at Step One, then within five (5) working days after the response date set forth in Step One the grievant may present the written grievance and any written response received at Step One to the Department Head, together with a written statement of the grievant's 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 to the grievant's satisfaction 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 may present the written grievance and any written response(s) received at Step One and/or Two to the Township Administrator, together with a written statement of the grievant's 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 ten (10) working days and the response period shall be twenty (20) working days.

4. Step Four - Arbitration

(a) In the event the grievance is not resolved to the grievant's satisfaction 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 date set forth in Step Three the grievant may notify the Township Administrator in writing of the grievant's intention to submit the grievance to binding arbitration, and shall request the Township Administrator to join in the submission.

(b) Within five (5) working days after receipt of the notice and request as foresaid, the township Administrator shall serve upon the grievant his/her written determination respecting such request. The Township Administrator shall join in the submission to arbitration if he/she determines that the grievance relates solely to the controversy meeting the definition of "grievance"; was timely filed and timely processed through the applicable internal steps of this grievance procedure; comports with the requirements of specificity and identification hereinabove set forth; has not been improperly expanded upon or added to subsequent to its initial filing; relates solely to subject matter(s) within the required scope of negotiations as determined by the Public Employment Relations Commission and the Courts; and by way of remedy does not seek a result inconsistent with statute, administrative regulation or decisional law, inconsistent with the Township's management prerogatives set forth generally and specifically in Article II of this Agreement, or which would interfere with such management prerogatives.

(c) in the event the Township Administrator determines to join in the submission to arbitration, or in the event the Township Administrator has not served a timely written determination, then within five (5) working days after the determination date set forth in section 4(b) above the grievant may invoke binding arbitration by submitting a written request to the American

Arbitration Association, with a copy of such request to the Township Administrator. Thereafter binding arbitration proceedings shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association, except as they may be expressly altered or modified herein.

(d) 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 no later than thirty (3) days from the date of closing the hearings, 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, and shall be expressly bound by the considerations set forth in section 4(b) above notwithstanding any positions expressed by the Township Administrator or the Township Administrator's failure to respond with respect thereto.

5. 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 the fair disposition of the grievance. The individual grievant shall have at his/her request an employee representative from the Union to assist in the resolution of the grievance at such meetings and hearings. In the event such meetings and hearings are scheduled during an employee's regular working hours, the individual grievant, the participating employee representative from the Union, and any necessary employee witnesses shall be released from work without loss of regular straight time pay for the purposes of participating therein. Requests for employee representatives and witnesses shall be made to the Township Administrator in writing 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.

D. 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 (50) 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 Unions attorney, Fox & Fox, 70 South Orange Avenue, Livingston, N. J. 07039, or to such other Union representatives 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 by thirty (30) working days after its

submission to the Union, the Township Administrator may invoke binding arbitration. To the extent applicable, the provisions of paragraph D, section 4 of this Article shall govern such arbitration.

#### **ARTICLE IV**

##### **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 these prohibited activities may be disciplined by the Township.
  
- B. The Union agrees that, during the term of this agreement, they will refrain from lobbying before the Jefferson Township Union.

ARTICLE V

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 (1 <sup>st</sup> ) year	One (1) day per month from time of employment to December 31 <sup>st</sup>
After the first (1 <sup>st</sup> ) year through ten (10) years of service	Sixteen (16) working days of service per year
After ten (10) years of service through twenty (20) years of service	Nineteen (19) working days
After twenty (20) years of service	Twenty-Five (25) working days

Then, one (1) additional day per year with a maximum of thirty (30) days vacation.

- B. Vacations shall be scheduled on the basis of seniority in title.
- C. Employees shall be entitled to take one-half (1/2) day vacations.
- D. If upon termination from the Township's service, an employee has used more paid vacation leave than that to which he is entitled under this Article, he shall have deducted from his final pay an amount equal to his daily rate of pay for each paid vacation leave taken in excess from the number of paid vacation leave days to which he/she is entitled. For purposes of computing such entitlement, vacation allowances for the current year shall be prorated based upon the number of months worked in the calendar year in which the termination from services becomes effective, and paid vacation leave, if any, which may be carried over from the preceding calendar year.

## ARTICLE VI

### Holidays

- A. Employees shall be granted holidays as designated below:
1. New Year's Day
  2. Good Friday
  3. Memorial Day
  4. Independence Day
  5. Labor Day
  6. Columbus Day
  7. Thanksgiving Day
  8. Day after Thanksgiving Day
  9. Christmas Eve
  10. Christmas Day
  11. New Year's Eve
  12. **Three (3) personal days**
- B. Should any of the holidays designated above fall on a Sunday, the following Monday shall be the official holiday. Should any of the holidays designated above fall on a Saturday, the Friday immediately preceding the Saturday shall be the official holiday. Said official holidays shall be with pay.
- C. 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 on an authorized leave because of a bereavement, a vacation or a sick day.
- D. Any employee required to work on any of the above holidays or required to work on Easter Sunday, shall received double his/her normal work rate, said increment to be included in the employee's check for the following pay period. If an employee's regular scheduled day off is a holiday the actual holiday outlined in section "A" above shall be the double time day. The scheduled holiday shall be paid at one and one half the employee's regular hourly rate.

## ARTICLE VII

### 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 requires 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.
- B. 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 rata 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 was entitled.
- 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. 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 his/her daily rate of pay for each day of sick leave taken in excess of the number of sick leave days to which he/she is entitled.
- D. Upon retirement, the Township shall pay to each employee upon retirement a sum equal to one (1) day’s pay at the rate of pay in the year of retirement for every two (2) days of accumulated unused sick leave, up to a maximum of 1,040 hours. The Township shall have the right to defer such payment up to a period of six (6) months from the date of retirement. The employee shall have the right to request the Township postpone the payment of this sum to any date toward the end of the six-month period if the employee determines it is in his/her best interest. No interest shall be payable by the Township if the payments are made during the six (6) months from date of retirement.
- E. 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 the superior, then the Township Administrator’s office should be notified. It is recognized that there may be a instance 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 requirement 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 shall constitute a resignation pursuant to Civil Service rules and regulations.

- F. A certificate from a reputable physician in attendance shall be required as proof of need to leave of absence or the need of 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.
  
- G. 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 supervisor to justify payment of sick leave. An accumulation of ten (10) sick days, the days having been taken at various times, except as noted above, may be approved without a physician's certificate. All sick time in excess of ten (10) days must be accounted for with a physician's certificate if the time is to be approved with pay. The Township may, in its discretion, require examination by a physician appointed by it, prior to allowing an employee to return to work. The Township may require visits by the Township nurse to the home of an employee on sick leave.
  
- H. Nothing contained in this Article VII 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.

## ARTICLE VIII

### Other Leaves

- A. Each employee shall be allowed leave with differential 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 or the First business day following the employee's receipt of the jury duty notice. When granted said leave, an employee shall receive the difference between pay received for jury duty and the employees wages for the leave period.
- B. 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 grandchildren. The Township shall provide bereavement leave with pay not to exceed one (1) working day in the case of the 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.
- C. 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.
- D. 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 VII – Sick Leave.
- E. Nothing contained in this Article VIII of the Agreement supersedes the employee's rights and responsibilities or the Township's obligations as set forth in the Townships family and medical leave policy.
- F. Five (5) furlough days in 2010 to be taken at the employees' option with 24 hour notice to Supervisor. Furlough time will count as time worked for all overtime and benefits. For the 2011 calendar year the furlough days will be reopen.

## **ARTICLE IV**

### **Insurance**

- A. Existing hospital and medical insurance benefits shall be continued by the Township during the life of this Agreement.
- B. Group life insurance is automatically provided upon enrollment in the Public Employees Retirement System, with coverage as provided by the system.
- C. Dental insurance equivalent to that received by the Jefferson Township P.B.A. shall be provided to all eligible unit members, employees shall be responsible, through payroll deduction to pay \$350.00 per annum towards dental plan coverage.

## **ARTICLE X**

### **Pensions**

- A. 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 which are mandatory will be implemented.
- B. Effective December 31, 2009, an employee 62 years of age with 15 years of service retiring, will receive state health benefits; however, they will cease for dependents survivors. Employees not eligible to retire (55 years of age/25 years of service as of January 1, 2007) will not receive Medicare reimbursement after retirement. All other current provisions of NJ State Health Benefits concerning retiree's dependents and survivors stay in effect.

## **ARTICLE XI**

### **Uniforms**

- A. Uniforms, foul weather gear, a winter coat, hard hats, and/or personal safety equipment will be issued when, in the sole discretion of the Department Head, such issuance is both necessary and financially advisable. This will be offered for years 2006 & 2007 only. As of 2008, this benefit will no longer be offered. The Township will provide cleaning and maintenance of uniforms.
1. The Township will provide ten (10) uniforms per year.
  2. The Township will pay \$150.00 (One Hundred Fifty Dollars) to each employee for the purchase of bi-annual winter gear (“every other year”). The employee must submit a receipt for purchases in order for the Township to pay. This will be offered for years 2006 & 2007 only; As of 2008, this benefit will no longer be offered.
- B. An employee shall be permitted to wear his/her own t-shirts as an outer garment, with discretion, except when directed by the foreman or supervisor to wear uniform shirts, and only when the supervisor determines it to be a safety hazard for the task being accomplished.
- C. Employees shall be permitted a maximum reimbursement of \$ 175.00 (One Hundred Fifty Dollars) for the purchase of safety shoes. The employee must submit an original receipt in order for the Township to pay.

## **ARTICLE XII**

### **Hours of Employment**

- A. The regular work day shall consist of eight (8) hours of work, beginning at 7:00 a.m. and continuing until 3:30 p.m., with one-half (1/2) hour for lunch. On pay day each employee shall be entitled to 45 minutes for lunch. The lunch break shall be scheduled by the foreman on each job site.
- B. The regular week shall consist of five (5) working days, totaling forty (40) hours.
- C. Each employee shall be entitled to one (1) fifteen (15) minute coffee break each morning, said coffee break to be scheduled by the job foreman

**ARTICLE XIII**

**Salary and Wages**

- A. The salary and wages of the Bargaining Unit employees covered by this Agreement shall be paid in accordance with the following. The base salary and wages shall be increased by three (3) percent effective in payroll #26, December 12, 2009 with no retro pay. The base salary and wages shall be increased by two (2) percent effective January 1, 2010 and January 1, 2011.
- B. Notwithstanding the matters set forth in paragraph A, 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.

**ARTICLE XIV**

**Longevity**

- A. All full-time unit employees hired on or before April 15, 1992, shall be eligible for longevity awards starting at the fourth (4<sup>th</sup>) year of their employment, at two percent (2%) of base salary, and increasing one-half percent (1/2%) each year thereafter until a maximum is reached as follows:

2006	\$ 1,875.00
2007	\$ 1,875.00
2008	\$ 1,875.00

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 XV

### Extra Compensation

- A. All unit employees shall be eligible for overtime compensation. Employees who are required to work in excess of eight (8) hours in one (1) day, or in excess of forty (40) hours in one (1) week, shall receive compensatory time for all such hours worked at the rate of one and one-half (1 ½) times the actual hours worked. 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 to make an employee eligible for overtime compensation.
- B. In the event employees are scheduled to work a second consecutive eight (8) hour shift, the Township agrees to provide them with food. In the event food is not provided as called for herein, the Township shall pay each employee who has not been given food the sum of \$ 10.00 (ten dollars) as a meal allowance.
- C. When employees are called out, they shall be entitled to a minimum of two (2) hours overtime pay for each call-out.
- D. When employees are assigned to stand-by on weekends, or assigned to remain on-call or at home by the Division/Department Head, they shall be entitled to a minimum of the following, even if the employee is not called to work:

#### *2009,2010,2011& 2012 – seven (7) hours of on call pay per day*

This paragraph applies to members of the unit as of the date of this contract. Any future members will receive a flat rate of \$300.00 per pay, per day. It is understood this includes Supervising Heavy Equipment Operators at the \$300.00 per day, effective immediately. The Employees receiving the flat \$300.00 stand-by shall be eligible for Double Time when on call on Holidays. In the event that an employee cannot fulfill his stand-by duty the superintendent of Roads will assign the duty to another employee based on a rotating list.

Compensation time shall be available. However, compensation time can only be accrued up to a cap of 80 hours and must be used within one (1) year from the date earned. No more than 80 hours can be carried from year to year.

The Supervisor of Roads will maintain an overtime call out list based on seniority which shall begin with the most senior employee: Superintendent of Roads, Supervisor of Roads, Assistant Supervisor of Roads (Senior) and then Assistant Supervisor of Roads (Junior). Initial distribution of available overtime hours shall begin with the most senior personnel and shall be rotated down the list for all subsequent assignments. The Supervisor of Roads shall maintain a log of overtime assignments, including employees who have declined assignments.

## ARTICLE XVI

### Dues Check-Off

- A. The Township agrees to deduct from the salaries of its employees covered by this Agreement dues which said employees individually and voluntarily authorize the Township to deduct. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9(e), as amended.
- B. If, during the life of this Agreement, there should be made a change in the rate of membership dues, the Union shall furnish to the Township written notice sixty (60) days prior to the effective date of such change.
- C. The Union will provide the necessary “check-off authorization” form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon the salary deduction authorization forms submitted by the Union to the Township. The Township of Jefferson shall deduct by payroll deduction from those employees covered by this Agreement and who are not members of the Union a fair share fee for services rendered by the majority bargaining representative. The fair share fee for services rendered by the majority bargaining representative shall be in an amount equal to the regular membership dues, less the cost of benefits financed through the dues and available only to the members of the majority bargaining representative, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues.
- D. The majority bargaining representative shall provide sixty (60) days prior to January 1<sup>st</sup> and July 31<sup>st</sup> of each succeeding year advance written notice to the Public Employment Relations Commission, the Township of Jefferson and to all employees within the unit, as shall be determined by a list of such employees and furnished by the information necessary to for services on the above.
- E. Any challenge to the assessment by an employee shall be filed in writing with the Public Employment Relations Commission, the Township of Jefferson and the majority bargaining representative within thirty (30) days after receipt of the written notice by the employee. All challenges shall specify those portions of the assessment challenged and the reason therefore. The burden of proof relating to the amount of the fair share fee shall be on the majority bargaining unit.

- F. The Township of Jefferson shall deduct the fee from the earnings of the employees and transmit the fee to the majority bargaining representative quarterly during the term of this Agreement and successive agreement so providing.
- G. In the event the challenge is filed, the deduction for fair share fee shall be held in escrow by the Township of Jefferson pending a decision by the Public Employment Relations Commission pursuant to N.J.S.A. 34:13A-5.4 as amended. No fees shall be deducted for any employee sooner than (a) the thirtieth (30<sup>th</sup>) day following notice of the amount of the fair share fee; (b) satisfactory completion of a probationary period of the thirtieth (30<sup>th</sup>) day following the beginning of employment, whichever is later; (c) the tenth (10<sup>th</sup>) day following the beginning of employment for employees entering work in the negotiation unit from reemployment lists; (d) the date of satisfactory completion of the probationary period or the completion of a three (3) month period following the beginning of employment which is sooner for employees hired on a temporary basis; provided, however, that no employee in the aforementioned categories or any employees in the employ of the Township of Jefferson at the time an agency shop agreement becomes effective shall be required to tender the fair share fee before the thirtieth (30<sup>th</sup>) day following the date of said agreement becomes effective.
- H. The majority bargaining representative agrees to establish a procedure by which non-member employees in the unit can challenge the assessment as provided in Paragraph C of this Article of this Agreement. Said procedure shall consist of an appeal of the individual assessment to the Board of the Union at a meeting to be scheduled no later than thirty (3) days from the date of the notice of the challenge of the assessment. Upon receipt of a challenge, notice of the challenge and hearing date shall be given to the Township of Jefferson and the challenging employee by the majority bargaining representative and shall be posted conspicuously at the work sites of the Township of Jefferson to allow all interested employees to participate. The hearing shall be open to all interested parties and the determination of the Union's Board shall be made in writing with copies to the Township of Jefferson and the challenging employee. Any challenging employee who disagrees with the determination of the Union Board shall have a right, within twenty (2) days of said notice of determination to appeal the decision to a Board consisting of three (3) members appointed by the Governor, and such other appeals as may be allowed by law.
- I. The Union shall indemnify, defend and save the Township of Jefferson harmless against any and all claims, damages, suits and 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.

## **ARTICLE XVII**

### **Non-Discrimination**

- A. There shall be no discrimination by the Township or the Union against any employee on account 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 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 by this Agreement who are not members of the Union.

## **ARTICLE XVIII**

### **Separability and Savings**

- A. If any provisions of this agreement of 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.

## **ARTICLE XIX**

### **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 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, or with respect to any subject of 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.

## **ARTICLE XX**

### **Medical Coverage**

The Township shall offer enrollment to all eligible full-time employees into the New Jersey State Health Benefits Plan including health insurance coverage, hospitalization and major medical insurance as provided under the terms of the Plan. Dental insurance coverage shall also be maintained to eligible employees as currently provided.

The Township reserves the right to change insurance carriers provided that the same or substantially similar benefits are provided to employees.

The Employer agrees to show any changes in medical coverage to the Union thirty (3) days prior to any change. If a grievance is filed concerning any medical coverage, it will be subject to the grievance procedure including arbitration.

## **ARTICLE XXI**

### **State 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(s).

**ARTICLE XXII**

**Term and Renewal**

This AGREEMENT shall be in full force and effect as of the day and year first written, and shall be in effect to and including December 31, 2011. 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 30<sup>th</sup> 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 the day and year first above written.

TOWNSHIP OF JEFFERSON:

ASSOCIATION  
IAI W. LOCAL 1

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ATTEST:

COMMITTEE:

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