

CONTRACT

2006 - 2009

BETWEEN

TOWNSHIP OF JACKSON
COUNTY OF OCEAN

AND

LOCAL 3304-A, DISTRICT COUNCIL # 71, AFSCME, AFL-CIO

TELECOMMUNICATORS AND ANIMAL CONTROL

JANUARY 1, 2006 THROUGH DECEMBER 31, 2009

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THIS AGREEMENT entered into by and between the Township of Jackson in the County of Ocean, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Township" and Local 3304-A, affiliated with Council 71, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union" has as its purpose the promotion of harmonious relations between the "Township" and the "Union", the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

The effective date of this contract shall be the date a final agreement is reached except, the initial wage increase shall be retroactive to January 1, 2006 and shall cover all presently existing employees, employed during the calendar year 2006.

ARTICLE I
RECOGNITION

Section 1. The Employer recognizes Local 3304-A, American Federation of State, County and Municipal Employees, AFL-CIO, as the sole and exclusive representative for the purpose of establishing salaries, wages, hours and other conditions of employment for all personnel under contract listed in the classification herein, and for such additional classifications as the parties may later agree to include.

Section 2. This agreement shall include only the following titles which are part of Local 3304-A:

- (a) Public Safety Telecommunicator Trainee
- (b) Public Safety Telecommunicator
- (c) Senior Public Safety Telecommunicator
- (d) Supervising Public Safety Telecommunicator
- (e) Animal Control
- (f) The above titles cover full and part time permanent employees

Section 3. All other titles under the above stated bargaining unit are excluded:

- (a) Supervisors and confidential employees within the meaning of the Act
- (b) Managerial Executives
- (c) Temporary employees
- (d) Clerical workers
- (e) Police
- (f) Professionals
- (g) Senior Citizens part-time employees
- (h) Craft Workers

ARTICLE II
DUES CHECK OFF

Section 1. The Employer agrees to deduct monthly union dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Township by the Treasurer of the Union and the aggregate deductions from all employees shall be remitted to the Office of Council 71 together with a list of the names of all employees for whom the deductions were made by the tenth (10th) day of the month succeeding month after such deductions were made.

Section 2. Employees covered by this Agreement may only request deduction for the payment of dues to the duly certified majority representative named herein.

Section 3. The effective date of a termination of dues deduction to the majority representative shall be as of July 1 next succeeding the date on which the notice of withdrawal is filed with the Township.

Section 4. It is understood and agreed that upon the signing of this Agreement that provisions of the "Agency Shop" concept established by the passage and signing of the amendments and supplements to the, "New Jersey Employer-Employee Relations Act P.L. 1941,c.100 c.34:13A I, et seq.) shall take effect.

Section 5. Those employees of the Township of Jackson that are in the bargaining unit on the effective date of this Agreement who do not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment within the unit, shall, as a condition of employment, pay a representation fee to the union by automatic payroll deduction.

Section 6. The representation fee shall be in the amount equal to eighty-five percent (85%) of the regular union membership dues, fees, and assessments as certified to the Township by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the union remains the majority representative of the employees in the unit.

Section 7. The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision. The unit shall intervene in and defend any administration of court litigation concerning this provision.

Section 8. In any such litigation, the township shall have no obligation to defend this provision.

ARTICLE III BILL OF RIGHTS

To ensure that the individual rights of the employees in the bargaining unit are not violated, the following shall represent the Employee's Bill of Rights:

Section 1. An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this Agreement.

Section 2. Any employee shall be entitled to Union representation at each and every step of disciplinary hearing procedures.

Section 3. No employee shall be required by the Township and/or its agents to submit to an interrogation unless the employee is afforded the opportunity of Union representation.

Section 4. No recording device or stenographer of any kind shall be used during any meetings unless both the Union and Township agrees to their use prior to such meeting in writing. A recording device may be used in disciplinary hearings and/or Police Investigative Meetings provided a copy of the tape is provided to the defendant.

Section 5. In all disciplinary hearings the employee shall be presumed innocent until proven guilty and the burden of proof shall be on the Township.

Section 6. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely effect his/her hours, wages or working conditions as the result of the exercise of rights under this Agreement.

Section 7. No disciplinary action shall be taken without just cause.

ARTICLE IV

MANAGEMENT RIGHTS

Section 1. The Union recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Township. All of the rights, power and authority possessed by the Township prior to the signing of this Agreement are retained exclusively by the Township subject only to such limitations as are specifically provided in this Agreement, or by appropriate laws.

Section 2. It shall be mutually agreed that the Township, as Employer, and Union, as Employee, will abide by N.J.A.C Title 2 and 4A, Department of Personnel, of the Revised Statutes of New Jersey, and the Rules and Regulations of the Department of Personnel. No provision of this Agreement, will, in any way, contravene the Authority and Responsibility of the Department of Personnel.

Section 3. The Township shall have the right to determine all matters concerning the Management or Administration of the various Departments of the Municipality, the right to direct the various Departments, to hire and transfer employees, to combine and eliminate jobs, and to determine the number of employees needed for specific Job Assignments, subject to Department of Personnel Rules and applicable laws.

Section 4. Nothing in this Agreement shall interfere with the right of the Employer in accordance with the applicable laws, rules and regulations to:

a. Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate and efficient manner possible.

b. Manage employees of the Township, to schedule vacations of employees, to hire, promote, transfer, assign or retain employees in positions within the Township and in that regard to establish reasonable work rules in written form, with copies and amendments thereto to be provided to employees.

c. Pursuant to Department of Personnel Rules, to suspend, demote, reduce, discharge or take other appropriate disciplinary action against an employee for just cause; or to layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive; provided that reduction in force level of certified personnel shall not be effected until non-certified personnel performing office functions are laid off.

Section 5. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify any existing or amended applicable provisions of Federal or State Laws.

ARTICLE V HOURS OF WORK

Section 1. For Public Safety Telecommunicators, the work day shall consist of eight (8) hours, with four (4) consecutive days on duty followed by two (2) consecutive days off. Shift assignments shall be made by the Director of Public Safety or his designee. Seniority may be a consideration.

Section 2. Employees are to receive a two week notice of any change in working hours.

Section 3. Animal Control Officers shall work a forty (40) hour work week consisting of five (5), eight and one-half (8 1/2) hour shifts with a half hour lunch), Monday through Friday not to exceed 6 P.M. Seniority may be a consideration.

Section 4. Public Safety Telecommunicators may be required to attend up to thirty – two (32) hours of training on an annual basis as may be required by the Director of Public Safety. Said training is to be accomplished in such a manner to insure that Telecommunicators are scheduled for no more than forty (40) hours in a seven (7) day period.

ARTICLE VI

OVERTIME

Section 1. All work performed in excess of forty (40) hours in one (1) week, or eight (8) hours in a one (1) day shall be considered overtime and shall be compensated at the rate of time and one-half. Said compensation shall be in pay. Compensatory time may only be given with the consent of both the employee, the Department Head and/or Township Administrator and in accordance with Section 9 of this Article.

Section 2. The Township shall make reasonable efforts to notify the employee involved about overtime assignments.

Section 3. Overtime work shall be voluntary except in cases of emergencies as declared by the Mayor, Township Administrator or Director of Public Safety.

Section 4. Overtime work shall be performed by all employees of the bargaining unit and shall be distributed as equally as possible among the employees.

Section 5. The Township shall provide a list of employees with overtime worked upon reasonable request by the Union.

Section 6. Overtime shall be paid currently or at least no later than the second pay period after the overtime was performed.

Section 7. There shall be a minimum call-in time of two (2) hours paid at the rate of one and one half times the employee's regular rate of pay, so long as said call-in is not contiguous with employee's regular work shift.

Section 8. The employee shall have the option of requesting payment of compensatory time accrued in a calendar year or accumulating it into the next year. Notification for payment shall be submitted to the Township Administrator no later than November 1st of each year. Any comp time accumulated after November 1st of that calendar year must be carried over into the next calendar year and taken as time off.

Section 9. The maximum amount of compensatory time an employee is permitted to accrue in one year shall be 240 hours (not more than 160 hours of actual overtime hours worked). An employee who has accrued the maximum number of compensatory hours shall be paid in overtime compensation in cash for additional overtime hours worked.

ARTICLE VII

HOLIDAYS

Section 1. The following holidays or the day celebrated as such shall be observed with full pay: New Year's Day, Martin Luther King's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Election Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

Section 2. For Animal Control, Holidays falling on Sunday shall be celebrated on the following Monday. Holidays falling on Saturday shall be celebrated on the preceding Friday.

Section 3. An employee required to work on any holiday specified in this Agreement shall be guaranteed a full work day or a full day's pay in lieu thereof, at the applicable rate.

Section 4. The position of Animal Control Officer only shall be compensated at the rate of time and one half (1 1/2) plus holiday pay if called in on Easter Sunday.

Section 5. All full time and part time permanent titles covered in Article I Section 2 with the exclusion of Animal Control Officer shall, in addition to the above holidays, observe Easter Sunday with full pay.

Section 6. All full time and part time permanent titles covered in Article I Section 2 with the exclusion of Animal Control Officer shall be allowed to take pay or all holidays in money or in compensatory time off. Payment for holiday will be paid on current basis.

Section 7. Public Safety Telecommunicators shall receive holiday pay for the actual holiday itself rather than the observed holiday.

Section 8. For all permanent employees, all work performed on a Holiday shall be compensated at the rate of time and one half (1 1/2) plus pay for the holiday.

ARTICLE VIII

VACATIONS

Section 1. Employees shall be entitled to the following paid vacation:

a. One (1) working day vacation for each month of service from date of hire up to and including December 31 next following such date of hire.

b. For one (1) year but less than five (5) years of service, 13 working days of each year.

c. For five (5) years but less than ten (10) years of service, 17 working days of vacation during each year.

d. For ten (10) years but less than fifteen (15) years of service, 21 working days during each year.

e. For fifteen (15) or more years of service, 25 working days during each year. Vacation leave is to be automatically credited to employees who have completed one (1) year of full-time service on January 1st of each year. Vacation leave credited on January 1st is to be prorated in the event the 5th, 10th, or 15th anniversary of service falls during the calendar year.

f. All permanent part-time employees are to receive the above on a pro-rated basis based on the average number of hours worked per week.

Section 2. In the event that any employee is permanently separated from his employment with the township, he shall be required to pay back any vacation time taken and not earned.

Section 3. Where in any calendar year an employee fails to take all or part of his vacation leave, such leave shall accumulate for use in the subsequent year only. N.J.A.C. 4a:6-1.2 shall also apply.

Section 4. Subject to the needs of the Township, vacation requests shall be granted provided two weeks notice has been given in the case of a vacation period of five (5) continuous days or more. Employees requesting vacation periods of less than five (5) days shall provide at least forty eight (48) hours written notice on the prescribed form and receive approval from his or her supervisor and the Director of Public Safety or his designee.

Section 5. Provided three (3) weeks notice was given, employees leaving on vacation for five (5) or more days shall receive vacation pay not later than the last work day prior to beginning the vacation, if the employee so desires. The Township shall have vacation paychecks for the employee dated on the last day of work, if appropriate procedures have been followed.

Section 6. All accumulated (earned) vacation time shall be paid to employees upon separation of employment.

Section 7. Public Safety Telecommunicators shall submit all leave requests to the Director of Public Safety or his designee.

Section 8. Police Officers vacation schedules shall not interfere with the scheduling of Public Safety Telecommunicators vacation.

Section 9. All permanent employees hired prior to January 1, 1996 shall at his/her retirement in good standing, cause to be paid to him/her the full amount of accrued vacation leave. In addition, the employee shall receive a bonus of 5% of the total payment of vacation pay.

Section 10. All permanent employees hired after January 1, 1996 shall receive the above with a cap of \$12,000 inclusive of sick leave pay upon retirement.

Section 11. An Employee who terminates his or her employment with the Township, or whose employment is terminated by the Township, shall be entitled to vacation time and/or vacation pay on a pro-rated basis for their last year of employment.

ARTICLE IX

SICK LEAVE

Section 1. a. All full time employees covered by this Agreement shall be granted sick leave with 1 1/4 days for each month of service during the remainder of the first calendar year of employment and fifteen (15) working days in every calendar year thereafter. The amount of such leave not taken shall accumulate from year to year. Sick time is to be posted automatically to each employee on January 1st of each year.

b. All permanent part time employees shall receive the above on a prorated basis, based on the average number of hours worked per week.

Section 2. Sick leave is defined as temporary inability to perform one's duties by reason of illness or injury.

Section 3. Each employee shall be granted five (5) days of personal leave per year to be deducted from sick leave. These days can be used at the rate of less than a full day at a time. Except in the case of an emergency situation, the use of said personal days shall be subject to the approval by the employee's Department Head and the Township Administrator which approval is not to be unreasonably withheld.

Section 4. Each employee shall be granted four (2) personal days in each calendar year which is non-deductible from sick leave. Said personal days are to be taken within the calendar year and are not accruable from year to year. Personal days are to be pro-rated for all new full time employees.

Section 5. An employee shall have the option each year of either accumulating, or taking any unused portion of the sick leave granted for that year in straight pay, provided that notification of the desire to use this option is submitted in writing to the Township Administrator and the employee's Department Head no later than November 1st of each year. Sick days used in this option shall be deducted from

the accumulated sick leave total of the employee and shall not be applicable to the bonus pay program outlined under the Jackson Code. Payment shall be made by December 1st of that calendar year.

Section 6. The Township agrees that the bonus pay program set forth in the Jackson Code shall remain in force and effect. The employee shall receive one (1) day's pay for every five (5) days of sick leave which is earned, but not used during the calendar year.

Section 7. a. All permanent employees hired prior to January 1, 1996 shall at his/her retirement in good standing, cause to be paid to him/her the full amount of sick leave accrued up to a maximum of 130 days. In addition, the employee shall receive a bonus of 5% of the total payment of sick leave.

b. All permanent employees hired after January 1, 1996 shall receive the above with a cap of \$12,000 inclusive of vacation pay upon retirement.

Section 8. The Director of Public Safety or his designee may require proof of illness of an employee on sick leave whenever it is suspected that there is misuse or abuse of sick days. Abuse of sick leave shall be cause for disciplinary action. Proof of illness is to be obtained at the employee's expense.

ARTICLE X

SENIORITY

Section 1. Seniority is defined as an employee's total length of service with the Township, beginning with his original date of employment.

Section 2. An employee having broken service with the Township (including any authorized leave of absence without pay) shall not accrue seniority credits for the time he was not employed by the Township in accord with Title 4A..

Section 3. If a question arises concerning two or more full time employees who were hired on the same date, the following shall apply: seniority preference shall be given in alphabetical order (of the employee's name).

Section 4. a. The Township shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification, and pay rate of each employee covered by this Agreement and the Township shall furnish copies of same to the Union upon request.

b. The Union will be notified immediately of any new or additional positions within the Township.

Section 5. Seniority is one factor to be considered when a substantial advantage or disadvantage is concerned and shall prevail for vacations.

ARTICLE XI

GRIEVANCE PROCEDURES

Section 1 General Policy. It is the policy of the Township of Jackson that every employee at all times be treated fairly, courteously, and with respect. Conversely, each employee is expected to accord the same treatment to his associates, supervisors and to the public.

Section 2. Definition. A grievance within the meaning of this Agreement shall be a controversy or dispute arising between the parties hereto involving the interpretation or application of any provisions of this Agreement.

Section 3. Verbal Grievance. Step 1.

a. Whenever an employee has a grievance, he or she and/or a Union Local Representative shall first present it verbally to his or her supervisor. It is the responsibility of the supervisor to arrange a mutually satisfactory settlement of the grievance within five (5) working days of the time when it was first presented to him, or failing in that, the supervisor must, within that time, advise the employee of the inability to do so.

b. When an employee is informed by his or her supervisor that the supervisor is unable, within the discretion permitted to arrange a mutually satisfactory solution to the grievance, it shall be submitted to a higher authority, in writing in accordance with Section 4. herein.

Section 4. Formal Written Grievance. Step 2.

a. If an employee's complaint is not satisfactorily settled by his or her supervisor in accordance with Section 3, the employee and/or the Union Local representative will prepare the grievance, in writing, in duplicate. The grievance should be stated as completely and as clearly as possible in order to permit prompt handling. One (1) copy of the grievance shall be immediately placed in the hands of the Township Administrator.

b. The other copy of the grievance shall be presented by the employee and the Union Representative to his or her immediate supervisor, to whom the grievance was made verbally. The supervisor will report the facts and events which led up to the presentation in writing, including in his written report any verbal answer he may have previously given to the employee and the Union Steward concerning this grievance. Within five (5) working days after receipt of the written grievance, the supervisor

must present it with the information required from him to the Township Administrator.

c. The Township Administrator, Union Representative and employee will attempt to find a mutually satisfactory solution to the grievance within five (5) working days. Failing a solution, the complaint, accompanied by a written report on the matter by the Administrator must be forwarded to the Mayor. The Mayor will then consider and formally act on the complaint within fourteen (14) working days.

d. Since it is intended that most, if not all, grievances can and should be settled without the necessity of reference to the Mayor, no grievance will be heard or considered by the Mayor which has not first passed through the above described steps.

e. Township agrees that where a grievance arises involving the interpretation or application of any provision of this Agreement, and the Mayor and the employee are unable to reach a mutually satisfactory settlement within fourteen (14) working days, said grievance may be submitted to arbitration upon written demand of either the Union or the Township, provided such request is made within twenty (20) working days after the final decision of the Mayor.

f. The Township and the Union shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators shall be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of P.E.R.C. in the selection of an arbitrator.

g. The arbitrator so selected shall confer with the representatives of the Township and the Union and hold hearings promptly and shall issue his/her recommendation not later than thirty (30) days from the date of the close of the hearings, or oral hearings have been waived, then from the date of the final settlement and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions of the issue submitted. The arbitrator shall be without power or authority to make any

recommendation, which requires the commission of an act, prohibited by law or which is violative of the terms of this Agreement.

h. The arbitrator shall limit himself/herself to the interpretation and application of the terms of this Agreement and to the issues submitted to him/her and consider no others(s).

i. He/she shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement or impose on any party hereto a limitation or obligation not provided in this Agreement.

j. Township agrees that where a grievance arises involving the interpretation or application of any provisions of this Agreement, and the Township Committee and the employee are unable to reach a mutually satisfactory settlement within fourteen (14) working days, then said grievance may be submitted to arbitration to the Public Employment Relations Commission (PERC) within twenty (20) working days after the final decision to the Mayor. Said arbitration shall be governed by the rules and Regulations of the Public Employment Relations Commission.

k. Any award by the arbitrator shall be binding upon the parties. The arbitrator's fee and expenses, if any, shall be borne jointly by the Township and the Union. Preparation and presentation expenses shall be borne separately by each party.

l. All relevant papers and documents relating to a grievance and its disposition will be placed in the employee's personnel history file.

Section 5. The Township Administrator or his designee shall serve as Hearing Officer on all disciplinary actions. A report on same shall be provided to the Mayor.

ARTICLE XII

LEAVES OF ABSENCE

Section 1. Employees shall be granted extended leaves of absences without pay not to exceed six (6) months beyond the accumulation of paid sick leave referred to during periods of lengthy illness or disability so certified by a medical doctor. This may be extended six (6) months at the Township's option.

ARTICLE XIII

BEREAVEMENT LEAVE

Section 1. In the event of the death in the employee's immediate family, an employee shall be entitled to four (4) days bereavement leave, which must be taken on consecutive work days, and which must commence between the day of death and the day of the funeral. This leave shall not be deducted from any other leave and shall be granted as many times as may be necessary during any given year. Proof of the need for bereavement leave may be requested by management.

Section 2. The term "immediate family" shall be defined as the spouse or New Jersey Domestic Partner, children, step-children, father, mother, step-parent, brother, sister, sister-in-law, brother-in-law, grandparents, grandchildren; great-grandparents and great-grandchildren of the employee or employee's spouse.

Section 3. Two (2) days of bereavement leave shall be granted to the employee in the event of the death of an aunt, uncle, niece or nephew of the employee or employee's spouse.

Section 4. If travel time is required, the Township Administrator or his designee may grant up to one (1) additional day of bereavement leave.

ARTICLE XIV
MILITARY LEAVE

Section 1. All bargaining unit employees shall be entitled to Military Leave in accordance with State Statutes.

ARTICLE XV
JURY DUTY LEAVE

Section 1. Any Employee whose loses time from his or her job because of jury duty as a certified by the Clerk of the Court shall be paid by the Township the difference between his or her daily base rate of pay (up to a maximum of the normal number of hours per day) and the daily jury fee subject to the following conditions:

- a. The employee must notify the Township Administrator immediately upon receipt of a summons for jury service;
- b. No employee is attending jury duty during vacation and/or other time off from Township employment, and;
- c. The employee submits adequate proof of the time served on the jury duty and the amount received for such service.

Section 2. If, on any given day an employee is attending jury duty, he or she is released by the Court prior to 11:00 am, that employee shall be required to return to work by 12:00 noon that day in order to receive pay for that day.

ARTICLE XVI
EQUAL TREATMENT

All employees shall be treated equally regarding term and conditions of employment and there shall be no discrimination on account of race, religion, color, sex, age, nationality, marital status, political affiliation, union membership or union activities. All provisions of this contract and other rules and regulations shall be equitably applied and enforced.

ARTICLE XVII

UNION RIGHTS

Section 1. The Township agrees to furnish and maintain a suitable bulletin board in a convenient place at the principal place of work for use by the Union.

Section 2. The Township agrees that during working hours on the Employers premises, and without loss of pay, union officials shall be allowed to:

- a. Post union notices
- b. Distribute Union literature during non-working hours
- c. Solicit Union Membership during the employee's nonworking time
- d. Attend negotiating meetings if scheduled during working hours
- e. Transmit communications, authorized by the local Union or its officers, to the Township or his representatives
- f. Consult with the Township, its representative, local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement; and

Section 3. These activities shall not interfere with the employee's duties and shall be limited to a reasonable amount of time. A reasonable amount shall be deemed not to exceed a total of four (4) hours per month for all Union officials. All meetings at which the employer or its designee is present shall be excluded for purposes of this computation.

Section 4. The union Negotiating Team/Committee shall not exceed three (3) people in total and shall be granted time off with full pay for all meetings between the Township and the Union for purposes of negotiating the terms of an Agreement when such meetings take place during regular working hours.

Section 5. Prior to conducting Union business, the Union member shall submit a leave request on the prescribed form to their Department Head or immediate supervisor. Permission shall not be unreasonably denied nor shall said union member be required to divulge the nature of the Union business.

ARTICLE XVIII

HOSPITALIZATION AND MEDICAL BENEFITS

Section 1. The Township shall continue the present New Jersey State Health Benefits Fund or its equivalent at no premium cost to the employee. The Union recognizes the Township's insurance plan known as the New Jersey State Health Benefits Fund. The Township retains its exclusive right to change health insurance carriers, provided equal or greater coverage is maintained.

Section 2. The Township shall continue to provide dental service insurance coverage (100% preventative and diagnostic) to all employees at no premium cost to them. Said plan shall be the New Jersey Delta Dental Plan or its, equivalent. In addition, the maximum payment per patient per calendar year shall be \$1500 and the lifetime maximum payment per patient for Orthodontic Services is \$2,000.

Section 3. The Township shall provide optical plan coverage for each employee and family at no premium cost to them. Said optical plan shall be the Cole Vision Expense Benefit Plan or its equivalent.

Section 4. The Township shall provide a prescription plan coverage (family coverage) for each employee covered under this Agreement. Said prescription plan shall be the New Jersey State Health Benefits Plan or its equivalent.

Section 5. The Township shall provide a short and long term disability plan for each employee covered under this Agreement for non-job related injuries at the current contribution rates for each period covered by this Agreement. Said disability plan shall be the Unum Provident Disability Plan or its equivalent. The Township will pay 1% of the total salary of the employee and the employee will pay 1/2 of 1% of his/her total salary per annum as premium costs.

Section 6. The Township shall provide a long term disability plan for each employee covered under this agreement for non-job related injuries. Said disability plan shall be the Unum Provident Disability Plan or its equivalent.

Section 7. Employees on Workmen's Compensation (Injury on Duty) will follow the Workmen's Compensation Policy covered under the Jackson Code. No accumulated sick leave is to be deducted while IOD Leave is being processed.

ARTICLE XIX

GENERAL PROVISIONS

Section 1. The Township agrees to continue to abide by all applicable laws regarding safety of its employees and furnish general comforts and sanitary conditions for its employees:

Section 2. Any written statement or verbal agreement between an employee and the employer which may be contrary to or in conflict with the terms and conditions of this Agreement shall be null and void.

Section 3: No clause in this Agreement is to be understood to imply a lowering of health and safety conditions heretofore existing in this office.

Section 4. Employee agrees to give Township two (2) weeks notice of intent to resign.

Section 5. Employees shall have access to their personnel files upon reasonable notice to the Township. Employee shall be permitted to place any relevant documents or rebuttal desired into said file.

Section 6. All accumulated vacation time and compensatory time shall be paid to the employee upon separation of employment or to his beneficiary in the event of death.

Section 7. In the event of death of a permanent employee hired prior to January 1, 1996, up to a maximum of 130 days of accumulated/pro-rated sick time shall be paid to the employee's beneficiary. In the event of death of a permanent employee hired January 1, 1996 or thereafter, the current year's pro-rated sick time shall be paid to the beneficiary.

Section 8. When an employee is assigned by the Township Administrator to perform the duties of a higher New Jersey Department of Personnel position in the classified service on a temporary basis because of the absence of an employee holding such a higher position in the classified service, such temporary assigned employee shall be entitled to be compensated at a salary of one hour additional pay per day for each day of temporary assignment. The employee must perform a majority of job duties in the higher classification to qualify for payment. Only permanent employees are eligible and qualified for promotion to such higher New Jersey Department of Personnel classified positions may be temporarily assigned, when such employees are available. The provisions of this Section shall not take effect until the employee which is assigned to

temporarily perform the duties of a higher New Jersey Department of Personnel classified position performs such duties for a period of one full working day. For the purpose of this section, if an employee is assigned to a higher paid position by the Department head, the assignment shall be effective if not contravened by the Township Administrator within 24 hours after his being informed by the employee.

Section 9. The Township agrees to make promotions pursuant to the Department of Personnel Rules. In the event an employee receives a promotion, either through the Township or the Department of Personnel, an employee whose position is reclassified shall be entitled to a salary increase as stipulated in the Agreement. The Salary Guide is for the sole purpose of minimum wage and salary increases for positions governed by this Agreement.

Section 10. A uniform allowance will be given to Public Safety Telecommunicators and Animal Control Officers of \$750 for 2006, \$775 for 2007 \$800 for 2008 and \$825 for 2009. Payment for this entitlement shall be made in the first pay period in May of each calendar year covered by this Agreement. All permanent part time employees working 20 hours or more per week shall receive 50% of the above stated allotment per year.

Section 11. Any employee criminally charged due to a job-related incident shall be provided with complete legal representation at township expense, except in matters instituted by or on behalf of the township. If any such matter instituted by or on behalf of the township is dismissed or finally determined in favor of the employee, he shall be reimbursed for the expense of his defense.

Section 12. In the case of inclement weather or any other reason whereby employees covered under this agreement are sent home, Public Safety Telecommunicators who are working shall be given compensatory time at the rate of time and one half. Only those employees who are considered to be non-emergency personnel by the township are to be sent home.

ARTICLE XX

SALARIES

Section 1. All present employees who are employed as of January 1, 2006 shall receive a salary increase of 3.9% over their 2005 base salary for 2006 in accordance with the Salary Guide.

Section 2. All present employees who are employed as of January 1, 2007 shall receive a salary increase of 3.9% over their 2006 base salary for 2007 in accordance with the Salary Guide.

Section 3. All present employees who are employed as of January 1, 2008 shall receive a salary increase of 3.9% over their 2007 base salary for 2008 in accordance with the Salary Guide.

Section 4. All present employees who are employed as of January 1, 2009 shall receive a salary increase of 3.9% over their 2008 base salary for 2009 in accordance with the Salary Guide.

Section 5. In addition to the annual basic wage there shall be paid to each qualified full time employee employed prior to September 1, 1993 as additional salary, a longevity increment of two (2) percent of base pay upon completion of the first five years of continuous employment, five (5) percent of base pay upon completion of ten years of continuous service, eight (8) percent of base pay upon completion of fifteen years of continuous service, and ten (10) percent of base pay upon the completion of twenty years of continuous service, the maximum longevity being ten percent.

Section 6. Beginning September 1, 1993 and thereafter, all employees hired by the Township of Jackson shall be paid only their base rate of pay: No employee hired after September 1, 1993 shall be entitled to or receive longevity pay. All employees hired prior to September 1, 1993 shall continue to receive all longevity benefits as outlined in Section 4 of this Article.

ARTICLE XVIII

TERMINATION AND EXTENSION

Section 1. This Agreement shall be in effect from date of Agreement through December 31, 2009.

Section 2. Negotiations for a successor Agreement shall commence in accordance with N.J.A.C. 19:12-2.1. This Agreement shall remain in full force and effect during the period of negotiations for a successor Agreement.

TOWNSHIP OF JACKSON

LOCAL 3304-A, AFSCME, AFL-CIO

MARK SEDA
MAYOR

ATTEST: