

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**THE TOWNSHIP OF HOLMDEL**

**and**

**IAIW Local 1 (White Collar)**

**January 1, 2023 - December 31, 2025**

## TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE .....	1
ARTICLE 1 RECOGNITION.....	1
ARTICLE 2 DUES CHECK-OFF .....	3
ARTICLE 3 BULLETIN BOARDS .....	4
ARTICLE 4 GRIEVANCE PROCEDURE .....	4
ARTICLE 5 UNION SECTION, COMMITTEE BUSINESS, AND VISITATION.....	6
ARTICLE 6 HOURS OF WORK AND OVERTIME .....	7
ARTICLE 7 HOLIDAYS.....	10
ARTICLE 8 VACATION .....	11
ARTICLE 9 SICK LEAVE, PERSONAL DAYS BEREAVEMENT, MENTAL HEALTH (PST'S) .....	12
ARTICLE 10 SALARY .....	15
ARTICLE 11 SENIORITY .....	17
ARTICLE 12 MANAGEMENT RIGHTS.....	17
ARTICLE 13 DISCIPLINE .....	18
ARTICLE 14 PROMOTIONS .....	18
ARTICLE 15 DISCRIMINATION.....	19
ARTICLE 16 FULLY BARGAINED PROVISIONS .....	19
ARTICLE 17 LEAVE OF ABSENCE.....	19
ARTICLE 18 MAINTENANCE OF WORK OPERATIONS.....	20
ARTICLE 19 SEVERABILITY .....	21
ARTICLE 20 FURTHER NEGOTIATIONS .....	21
ARTICLE 21 INSURANCE .....	21
ARTICLE 22 UNIFORMS .....	23
ARTICLE 23 DURATION OF AGREEMENT.....	24

This Agreement made this 22 day of December 2023 between the TOWNSHIP OF HOLMDEL having offices at 4 Crawfords Corner Road, Holmdel, New Jersey (hereinafter referred to as "the Township"), and IAIW LOCAL 1, having offices at 602 Higgins Avenue #182, Brielle, New Jersey, 08730 (hereinafter referred to as "the Union").

## **ARTICLE 1**

### **Recognition**

- A. The Township hereby recognizes the Union as the exclusive negotiating agent as certified by the New Jersey Public Employment Relations Commission for the purposes of collective negotiation, with respect to the terms and conditions of employment of full-time and part-time white collar and Police Department - Public Safety Telecommunication employees of the Township, excluding employees covered under the IUOE Bargaining Unit, uniformed police officers, superior officers, managerial executives, confidential employees and supervisors within the meaning of New Jersey Employers /Employee Relations Act and all other employees.
- B. Working Test Period: Except where State requirements direct otherwise, new employees (or present employees transferring to new positions) will be hired subject to a working test period of 90-Days. During the working test period, the new employee or transferee will be provided with training and guidance from the supervisor. The working test period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The Township uses this period to evaluate employee capabilities, work habits, and overall performance. If the Township decides to terminate an employee at the end of the working test period for unsatisfactory performance, the

Township must provide the employee with written notice via hand delivery or certified mail. The written notice must inform the employee that he or she has the right, within twenty (20) days of receipt of the notice, to request a hearing before the Civil Service Commission. The written notice must be served not more than five (5) working days prior to or five (5) working days following the last day of the working test period. A written notice served after this period creates a presumption that the employee has attained permanent service. N.J.A.C. 4A:2-4.1; N.J.A.C. 4A:4-5.3.

- C. All contractual benefits will begin to accrue immediately for employees in their working test period but cannot be utilized until after permanent status is obtained. Leave time, including sick, personal and vacation time benefits, will begin to accrue immediately during the working test period, but cannot be utilized, except for holidays, until after the successful completion of the ninety (90) day working test period. If work is unsatisfactory, progress reports are required at the end of two months and at the completion of the working test period of 90 days after their date of hire. Employees who are promoted or transferred within the Township must complete a secondary introductory period of the same length with each reassignment to a new position.
- D. In cases of promotions or transfers within the Township, an employee who, in the sole judgment of management, is not successful in the new position can be removed from that position at any time during the secondary probationary period. If this occurs, the employee may be allowed to return to his or her former job, provided the employee had established permanent status in that job, or to a comparable job for which there is an opening, if the employee is qualified.
- E. Benefits eligibility and employment status are not changed during the secondary working test period that results from a promotion or transfer within the Township.

- F. During an employee's initial working test period nothing in the procedure set forth in this section shall alter the Township's at will employment policy.

**ARTICLE 2**

**Dues Check-Off**

- A. Upon receipt of a duly signed authorization, the Township shall deduct membership dues and remit dues deducted as directed on the authorization card. The Union will provide the necessary check-off authorization forms and secure the signatures of its members on said forms, and deliver said forms to the designated Township officials as provided for in N.J.S.A. 52:14-15.9(e).
- B. The amount of monthly dues will be certified in writing by a check-off list submitted by the Treasurer of the Union and the amount shall be uniform for all members.
- C. No deduction will be made for any month in which there is insufficient pay available to cover same after all deductions required by law have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the Township, through error or oversight, failed to make the deduction in any monthly period.
- D. Dues deducted from employees' pay will be transmitted by check as directed as soon as practicable after the deductions have been made, together with a list of names showing employees for whom deductions have been made.
- E. The Union indemnifies, defends and holds the Township harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Township in reliance upon the salary deduction authorization cards submitted by the Union to the Township or any action taken by the Township under all sections of this Article.

F. The Township and the Union agree that the Township shall deduct the sum of \$30 per month for Union dues from each Union member of the bargaining unit(s) represented by the Union after attaining thirty (30) days of employment and shall remit the agency shop fee to the Union on a monthly basis. This agency shop agreement shall conform to all provisions of the New Jersey Agency Shop Statute.

### **ARTICLE 3**

#### **Bulletin Boards**

- A. Space on existing bulletin boards will be made available to the Union for the purpose of posting Union notices relating to meetings, dues, entertainment, health, safety and welfare of Union members.
- B. Materials to be posted on the bulletin boards will be signed by the shop steward and in no event shall any material be posted which is deemed by the Township Administrator or their designee to be detrimental to the good order of the Township.

### **ARTICLE 4**

#### **Grievance Procedure**

A. A grievance shall mean a complaint by a member of the bargaining unit that there has been to him/her a misinterpretation or misapplication of the terms and conditions of this Agreement.

**Level One:** Within fourteen (14) calendar days after the occurrence of the condition giving rise to the grievance, a grievance may be submitted in writing to the immediate Supervisor by the grievant with or without a Union Committee Representative. Within five (5) business days thereafter, a written reply shall be given by the Supervisor to the grievant and Union Section Representative.

**Level Two:** Within five (5) business days from receipt of the Supervisor's reply, the Union may submit the unresolved grievance in writing to the Department Head.

**Level Three:** Within five (5) business days from receipt of the Department Head's reply, the Union may submit the unresolved grievance in writing to the Township Administrator. The Township Administrator, in their discretion, shall either review the grievance as submitted in writing and provide a written decision within five (5) business days from the date of the submission, or hold a meeting with the Union Section Committee and the grievant within the five (5) business days, and within ten (10) business days after hearing the grievance, the Township Administrator shall submit a decision in writing. In grievances where the Supervisor and the Department Head are the same person, Level Two will be omitted, and the matter will proceed to Level Three.

**Level Four:** If the grievance is not settled through Steps One through Three, either party may refer the matter to the New Jersey Public Employment Relations Commission within twenty (20) calendar days after the determination of the Township Administrator or their designee. An arbitrator shall be selected pursuant to the rules and regulations of the New Jersey Public Employment Relations Commission.

The arbitrator shall be limited to the issue before them. The arbitrator shall be prohibited from hearing more than one (1) grievance except by mutual consent of the parties. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

The decision of the arbitrator shall be advisory and therefore not binding upon the parties. Any grievance concerning disciplinary action shall not proceed to Level Four of this Article.

B. Any grievance not presented under the Grievance Procedure described herein by the

employee within fourteen (14) calendar days of the occurrence of the condition giving rise to the grievance shall not thereafter be considered a grievance under this Agreement unless such time limit is extended by the Township. No payment shall be retroactive prior to the date of a grievance unless by mutual agreement, which must be in writing.

- C. Should any appeal from the disposition of a grievance by a representative of the Township not be taken by the Union within the time limits set forth in Section B of this Article, then the grievance shall be considered settled and any further action under the Grievance Procedure shall be forever barred. Any disposition of a grievance accepted by the Union, or from which no appeal has been taken by the Union, shall be final and conclusive and binding upon the employee, the Township and the Union.
- D. If the Township does not respond to a grievance within the time periods set forth in the Grievance Procedure and the Union wishes to pursue the grievance, the Union shall advance the grievance to the next step at the expiration of the time period for the Township to respond to the grievance.

## **ARTICLE 5**

### **Union Section Committee Business and Visitation**

After first receiving the permission of the Township Administrator or his/her designee, the Union's Section Representative or any officer of the local Union shall have admission to the Township premises during working hours for the purpose of ascertaining whether this Agreement is being carried out in good faith, or for the purpose of assisting in the adjustment of any grievance which may have arisen. No such Representative, however, shall have the privilege of roaming about the premises. The Representative shall not, in any way interfere with the operation of the Department during working hours and this privilege shall be so exercised as to



help at a minimum in time loss thereby to the Township.

- A. Shop Stewards designated by the union are specifically granted to meet with, discuss resolution of grievances with, and adjust other issues which do not require renegotiation of the collective bargaining agreement with authorized representatives of management. Any change in identity of the union's stewards shall be made known to the Township Administrator upon such change.

## **ARTICLE 6**

### **Hours of Work and Overtime**

#### **A. Hours of Work**

1. **Clerical Employees:** The workweek shall be thirty-five (35) hours per week, seven (7) hours per day, exclusive of a one-hour lunch break for all full-time clerical employees in the bargaining unit. Lunch hours shall not be used to leave work early. All employees working the thirty-five (35) hour workweek shall be entitled to overtime at the rate of time and one-half after thirty-five (35) hours in any week.
2. **Public Safety Telecommunicators (PSTC's):** The Township further agrees that all full-time PSTC's shall work forty (40) hours per week utilizing a four (4) days on, four (4) days off, four (4) days on, three (3) days off rotation (4-4/4-3). Two (2) of the four (4) consecutive workdays shall be twelve (12) hour shifts and two (2) of the four (4) consecutive workdays shall be eight (8) hour shifts.

Under the 4-4/4-3 schedule, if operational for a full month, some PSTC's shall work hours on a monthly basis in excess of those worked in the standard forty (40) hour work week and may accrue additional hours. If an employee exceeds 40 hours, the employee will be compensated at time and one half in accordance with State and

Federal law.

For all purposes, leave time for the PSTC's shall be converted to hours so that all leave time in the Collective Bargaining Agreement listed as "days" shall be converted to eight (8) hours for each "day."

3. These definitions shall not be construed as a limitation on the number of hours of work which the Township may require, subject to the overtime provision of this Agreement.
4. The Township shall have the right, for the efficient operation of its facilities, to make changes to the starting and stopping time of the daily work schedule, and to vary from the daily work schedule. Except in cases of emergency, the Union will be given three (3) weeks' notice of any permanent change in the schedule of working hours.

**B. Overtime**

1. The Union recognizes the Township's need for and right to request reasonable amounts of overtime.
2. The amount of overtime and the schedule for working such overtime will be established by the Township. The Township agrees that it will give reasonable prior notification of any scheduled overtime unless circumstances preclude the Township from giving such prior notification.
3. Overtime shall be equally distributed to the extent possible among the employees who normally perform the work to be completed. No overtime shall be worked or paid for unless first authorized by the supervisor in charge.
4. The Township agrees that it will pay time and one-half (1 ½) the regular straight-time hourly rate for all authorized time actually worked in excess of thirty-five (35) hours of work (exclusive of any lunch break) in the standard work week for all clerical

employees and all authorized time actually worked in excess of forty (40) hours (exclusive of any lunch break) in the standard work week for all Public Safety Telecommunicators.

5. When it becomes necessary for any employee eligible for overtime to return to duty from his/her place of residence or other location, for other than that time which would be a continuation of the employee's regular workday or time that would continue into the regular workday, they shall be entitled to call-in pay. The employee is guaranteed a minimum of two and two-thirds ( $2 \frac{2}{3}$ ) hours at the overtime rate or the equivalent of four (4) hours at their hourly rate. Court callouts shall receive \$50 per call for calls that do not require them to come to the office and shall receive 2.5 x pay on holidays.
6. The Secretary to the Board/Commission shall be paid, or credited with comp time, for night meetings not within regular work hours at the rate of one and one-half (1.5) times regular salary.
7. When an employee is called in to work on a holiday, the employee shall receive the regular holiday pay plus pay at the rate of time and one-half ( $1 \frac{1}{2}$ ) for the hours worked that day.
8. There shall be no pyramiding of overtime.
9. Employees who are required to work during a period of time that Township offices are closed based on a State of Emergency declared by the Governor will be entitled to be paid at time and one-half for hours worked during the declared State of Emergency.
10. Compensatory time shall be administered as per the Fair Labor Standards Act with a bank not to exceed 120 hours of which use shall not be unreasonably denied.

11. The accrual of comp time for Public Safety Telecommunicators shall be at the discretion of the Chief of Police. The scheduling of comp time for Public Safety Telecommunicators shall be subject to the prior approval of the Chief of Police.

## ARTICLE 7

### Holidays

1. For purposes of this Agreement, there shall be thirteen (13) named holidays plus two (2) floating holidays. Floating holidays must be used in the year earned or else said days shall be lost. Floating Holidays may be taken in half hour increments. The Union shall be provided with the dates of the thirteen (13) named holidays in December of the preceding year.
2. The employees who are on leave of absence without pay will not be eligible for holiday pay.
3. In the case of employees whom the employer deems to be sick time abusers, in order to qualify for holiday pay, those employees must work their scheduled workday immediately following the holiday or holiday weekends unless currently on vacation, bereavement or extended sick leave.
4. **Public Safety Telecommunicators (PSTC's)** will receive thirteen (13) days of holiday pay in a separate check in the last pay period in November of each year. Computation of the aforesaid thirteen (13) days of holiday pay shall be as follows: If a PSTC does not work on a holiday, the PSTC will receive eight (8) hours pay for the holiday when paid in November. If a PSTC works on a holiday, the PSTC will receive regular time paid in their regular pay, plus time and one-half (1½) pay for the holiday when paid in November.

## ARTICLE 8

### Vacation

A. Full-time employees are entitled to paid vacation leave in accordance with the following schedule:

- One day for each full month of service during the first calendar year.
- After 1 year and up to 5 years of service, 13 working days' vacation.
- After 5 years and up to 10 years of service, 15 working days' vacation.
- After 10 years and up to 15 years of service 17 working days' vacation.
- After 15 years and up to 20 years of service, 19 working days' vacation.
- After 20 years and up to 25 years of service 22 working days' vacation.
- After 25 years of service 27 working days' vacation.

The effective date for the extra vacation days shall be the employee's anniversary date.

Vacation time may be taken in half hour increments.

B. Vacation leave should be taken during the calendar year in which it is earned. If available vacation is not used by the end of the benefit year, employees will forfeit unused time, with the exception of 40 hours, which must be used by June 30<sup>th</sup> of the following year. Any requests to carry additional vacation are subject to written approval from the Township Administrator.

C. Upon termination, retirement or resignation from employment, employees shall be entitled to vacation allowance for all accrued vacation leave. An employee whose employment is terminated prior to the expiration of his/her probationary period will not be entitled to vacation pay. In the event of death of an employee, the employee's accrued vacation shall be paid to the employee's estate.

D. Scheduling of employees' vacation shall be as follows: Employees in each Department

shall pick vacation according to their seniority in each title. Vacation time submitted after March 15<sup>th</sup> will be approved on a first come, first serve basis. The Township shall have the right to limit when vacations can be taken and the number of employees who can simultaneously take vacation.

## **ARTICLE 9**

### **Sick Leave, Personal Days, Bereavement, Mental Health (PSTC'S)**

#### **A. Sick Leave**

1. Sick leave means absence from post of duty due to employee illness, accident, exposure to contagious disease, medical appointment and/or procedure; employee's immediate family attendance due to illness, accident, medical appointment and/or procedure; upon a member of the employee's immediate family seriously ill requiring the care or attendance of such. The term immediate family shall mean father, mother, spouse, child, foster child, brother or sister of the employee or spouse. It shall also include relatives of the employee residing in his/her household.
2. If an employee is unable to report for work due to an illness, this fact shall be reported to the Department within two (2) hours of normal starting time, or as soon as possible thereafter. The employee shall notify the Department Head of the cause and probable duration of the absence.
3. In the first calendar year of employment, employees shall be entitled to one (1) day of sick leave for each month calculated from the day of employment. Thereafter, employees shall be entitled to fifteen (15) days sick leave each year (which shall be credited to their account at the beginning of the year). Sick leave can be accumulated without limit during each employee's length of service.

4. Sick leave which is disapproved by the Department Head shall be charged as absence without pay. Any amount of sick leave used which exceeds the amount accrued to an employee's account at time of separation from the Township will be deducted from the final salary payment.
5. The Department Head may require proof of illness of an employee on sick leave whenever such a requirement seems reasonable. Abuse of sick leave shall be cause for disciplinary action. In all cases, after an employee has been absent from work due to illness for a period of more than five (5) consecutive workdays, or for more than ten (10) occurrences during a calendar year, the Department Head may require the employee to furnish a medical certification of a physician having knowledge of the employee's condition in support of the employee's absence from work. Failure of the employee to submit the medical certification could result in the sick leave absence being disapproved and the absence charged to absence without pay and may be considered cause for further disciplinary action. The cost of a medical certification shall be borne by the employee.
6. Nothing herein shall preclude a Department Head in an appropriate case from requesting an employee to submit to a medical examination at the Township's expense by a physician selected by the Township for the purpose of establishing the degree of incapacity of an employee or the employee's ability to resume the duties of the position.
7. An employee who is collecting sick pay, workers' compensation benefits, or long-term disability benefits, or who is on any type of sick leave with or without pay, may not work another job for pay without the specific written approval of the Administrator.

8. It is agreed that any employee covered by this Agreement who, at the time of retirement from the Township in good standing and at least fifteen (15) years employment with the Township, has unused sick time due, shall be paid in a lump sum for the amount of the unused sick time at the employee's current rate at the amount of \$7,500.00; It is agreed that any employee covered by this Agreement who, at the time of retirement from the Township in good standing and at least twenty (20) years employment with the Township, has unused sick time due, shall be paid in a lump sum for the amount of the unused sick time at the employee's current rate at the amount of \$12,500.00; It is agreed that any employee covered by this Agreement who, at the time of retirement from the Township in good standing and at least twenty-five (25) years employment with the Township, has unused sick time due, shall be paid in a lump sum for the amount of the unused sick time at the employee's current rate at a maximum amount of \$15,000.00 in accordance with New Jersey State Law.

**B. Personal Days**

1. Employees shall be entitled to receive up to four (4) personal days per year provided they meet the below criteria. All personal time may be taken in half hour increments.
2. Employees will be entitled to use two (2) unused days of sick leave as personal days off with pay even if the sick leave accumulation is from the current calendar year. An individual who has no sick days accumulated would not have any personal days off with pay. Personal days are not in addition to sick pay accumulation but are days off chargeable against sick leave when an individual is not sick. Personal days must be scheduled in advance and approved by the employee's supervisor.
3. For employees in their first year of employment to be eligible for one personal day



from sick leave, employees must work at least three months of the year and to be eligible for the second personal day from sick leave, they must work at least six months of the year.

4. In addition to the aforementioned personal days which are chargeable against sick leave, an individual will be entitled to two (2) personal days off with pay per year which are not charged against sick leave and will not accumulate if not used.

**C. Bereavement**

1. An employee is entitled to five (5) days leave with pay in the event of a death in their immediate family. The term immediate family shall be defined to be the employee's parent, spouse, child (including foster child), brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law or stepparent. Additional time may be granted at the discretion of the Department Head and, if granted, shall be deducted from the employee's accumulated sick leave. Such leave shall be taken only in conjunction with funeral and memorial services at the time of death.
2. All employees shall be entitled to one (1) day of bereavement leave with pay in the event of the death of the employee's and/or spouse's aunt, uncle, niece, or nephew.

**D. Mental Health**

Public Safety Telecommunicators shall receive three (3) mental health days off for calls involving a traumatic death while they are on the phone.

**ARTICLE10**

**Salary**

- A. Employees shall be paid semi-monthly. Effective January 1, 2023, there shall be a new salary guide as set forth in Schedule "A" attached hereto. The salary ranges

shown herein shall consist of six (6) grade levels and up to no more than ten (10) steps from minimum to maximum. Each Step represents an increment of one (1) additional year of service or year of related work experience.

- B. Employees shall move one step each year until they reach the maximum step in the grade.
1. All current Employees will receive their step increases on January 1<sup>st</sup> of each year.
  2. Employees hired between January 1<sup>st</sup> and June 30<sup>th</sup> will receive their step increases on January 1<sup>st</sup> of each year.
  3. Employees hired between July 1<sup>st</sup> and December 31<sup>st</sup> will receive their step increases on July 1<sup>st</sup> of each year.
  4. Employees at the maximum step shall receive a 3.5% salary percentage increase January 1, 2024, and 3.0% salary percentage increase January 1, 2025.
  5. The Township reserves the right to place a newly hired candidate or promoted employee on a salary step depending on qualifications, experience and education. A promoted employee shall be placed on a step not less than one step below the employee's current step. The Township shall not place a newly hired candidate on a salary step higher than any current employee in the same job title without prior discussion with the Union.
- C. By execution of this Agreement, the Employer and the Union agree that the salaries and job titles with respect to the attached salary guide are accurate and correct but in no way prohibit any rights conveyed by NJ Civil Service or the Union's grievance procedure.
- D. Employees who are assigned as "acting" in a higher grade for more than ten (10) days shall receive pay of the higher grade during the time serving in the "acting" capacity. The employee shall be paid in accordance with all applicable laws and regulations.

- E. Public Safety Telecommunicators (PSTC's) shall receive \$2 per hour additional pay for each shift while training other PSTC's.

**ARTICLE 11**

**Seniority**

- A. The Township agrees that it is bound to the seniority rights as established by applicable Civil Service Commission Laws and Regulations.
- B. Upon Request the Township shall supply the Union with a seniority roster which shall contain the job classification and Civil Service title, the date of hire, the date on which each employee was given permanent employment, and salary.
- C. The employment anniversary date for individuals employed by the Township shall be established in respect to the actual employment date.

**ARTICLE 12**

**Management Rights**

The management of the Township ' s operations and the direction of the working forces are vested exclusively in the Township. Except as expressly limited by this Agreement , the Township retains the sole right to determine all matters pertaining to the work force, including but not limited to the right to hire, train, discipline , demote, suspend, discharge , lay off, and promote; to promulgate reasonable rules and regulations; to assign job duties to the work force; to create, change, combine or eliminate jobs; to determine job duties, qualifications , classifications and requirements, and to carry out the ordinary and customary functions of management whether possessed or exercised by the Township. The above-mentioned management rights are not to be interpreted as being all-inclusive, but merely indicate the type of rights which belong to and are inherent to management.

## **ARTICLE 13**

### **Discipline**

Where the Township and/or its designee imposes or intends to impose discipline for just cause, notice of such discipline shall be given to the affected employee and the Union. Subsequently, the employee shall be provided with a preliminary notice of disciplinary action. Where possible, a hearing shall be conducted prior to the imposition of major discipline except where it is determined that the employee is unfit for duty or is a hazard to any person if permitted to remain on the job, or that an immediate suspension is necessary to maintain safety, health, order, or effective direction of public services.

Grievances regarding disciplinary action shall not proceed beyond Level Three of the grievance procedure set forth in Article 4.

## **ARTICLE 14**

### **Promotions**

Promotions and vacated positions: Union representatives shall be notified of all job vacancies in current or newly established positions in and out of the bargaining unit. All position job postings shall be displayed on the Township on the employee bulletin boards throughout the various work areas for fifteen (15) calendar days. The notices will contain job classification and Civil Service title, job requirements, position salary range, and department. All permanent employees in the bargaining unit shall be given the chance to apply in writing to the Township to fill these job opportunities prior to the position being offered to the outside. Upon request, the Township will forward to the Union any current or amended Civil Service Certification List.

## **ARTICLE 15**

### **Discrimination**

Neither the Township nor the Union shall discriminate against any employee by reason of race, creed, sex, age, handicap, color, political or religious affiliation, or national origin.

Any employee who believes that he/she has been discriminated against may confidentially file a grievance directly to the Administrator or Director of Personnel, rather than follow the normal grievance procedure, if the employee prefers. Where the words "he", "she", "him", or "her" are used in this Agreement, it shall mean any gender.

## **ARTICLE 16**

### **Fully Bargained Provisions**

This Agreement represents and incorporates the complete and final understanding of settlement by the parties of all negotiable issues which were or could have been the subject of negotiations.

## **ARTICLE 17**

### **Leave of Absence**

#### **A. On-The-Job Injury**

Any employee disabled in the course of his work shall be continued on the payroll for ninety (90) calendar days, subject to endorsement of workers' compensation checks to the Township during that period. Such time shall not be chargeable to sick leave accumulation.

After ninety (90) days, the employee shall no longer be carried on the regular payroll but shall be paid by the various insurance coverages the Township provides or, at his option, be paid his regular pay charged against his accumulated sick leave for as long as the employee is disabled and has sick leave available, subject to the offset for workers' compensation benefits. When sick leave is used up, the insurance coverage shall be the source of payment for as long as the disability continues.

**B. Non-Work-Related Disability.**

Any employee disabled other than in the course of work shall be paid to the extent the employee has accumulated available sick leave. The employee may apply for short-term disability benefits after all sick time is expended. After ninety (90) calendar days, the long-term disability insurance policy shall take over benefits or, for an employee with additional accrued sick leave, at the employee's option, sick pay until it is used up, at which time the insurance shall continue until the disability ends.

An employee who requires additional leave after his/her accumulated sick leave with pay has been used, can request in writing, that a leave of absence without pay be granted.

**C. Leave Without Pay**

An employee may request, in writing, a leave of absence without pay. Such leave may be granted by the Administrator for a period not to exceed one year at any one time. No further renewal may be granted except upon approval by the Civil Service Commission. Temporary employees shall not be eligible for leave without pay.

**ARTICLE 18**

**Maintenance of Work Operations**

The Union and the employees covered by this Agreement hereby agree that there shall

be no strike, picketing, slow down, job action or other concerted refusal to render full and complete service. Violation of this clause shall be considered grounds for dismissal and appropriate legal action by the Township. The Township hereby agrees that there shall be no lock-out by the Township.

## **ARTICLE 19**

### **Severability**

Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of said court shall apply only to the specific portion of the Agreement affected by such decision. Similarly, a legislative act or government regulation or order affecting any particular provision of this Agreement shall apply only to the specific portion of the Agreement affected thereby.

## **ARTICLE 20**

### **Further Negotiations**

During the month of July prior to the ending date of this Agreement, the parties shall confer, at a mutually agreed upon time and place, for the purpose of effecting, if possible, a new continuation of the within Agreement.

## **ARTICLE 21**

### **Insurance**

The Township of Holmdel shall offer and provide for all full-time employees and their immediate families (including spouse/domestic partner/Civil Union partner and eligible

dependents) membership or subscription to the following medical insurance programs at partial cost to the employee. A 60-day waiting period applies for all newly hired employees.

- A. Major Medical Insurance and Prescription Drug Benefits. Benefits shall be provided to active members who work a minimum of thirty (30) hours per week and their eligible dependents through the State Health Benefits Program (SHBP) or another insurance carrier selected by the Township on the condition that that the benefits provided are equal to or better than those through the SHBP.
- B. Dental Insurance Plan. Dental insurance coverage will be offered to all full-time, benefits eligible employees. Eligible employees shall have a choice of Township offered plans- currently with no employee contribution.
- C. Employee Contributions / Payroll Deductions: Per the Pension and Health Benefit Reform Law (Chapter 78, P.L. 2011) all medical plan participating employees must contribute to the cost of their medical premiums through payroll deductions. Employees shall be required to pay no less than 1.5% of their base salaries toward medical coverage. Plan costs and payroll deduction schedules are available from the Administrator's office.
- D. Short-Term and Long-Term Disability Insurance: The Township shall provide short-term and long-term disability plans to eligible staff to utilize for absence due to personal illness. Enrollment eligibility and waiting periods shall be driven by the plan. An employee must apply and satisfy all requirements of the program to qualify and to receive benefits.
- E. Opt-Out Program/Waiver – A medical insurance “opt out” program is available for all full-time, benefits eligible employees in lieu of medical insurance. To be eligible to waive insurance coverage, an employee must submit the proper waiver application/form



and proof of insurance coverage through another source for the applicable period which is being waived. In return for this waiver, the employee will receive 25% of the applicable premium savings or \$5,000.00 per annum, whichever is less, paid on an annual basis in January of the year following the coverage period. If the employee's other source of coverage is through the SHBP, the State restricts employees from receiving any waiver payments. These amounts are set according to state statute and are subject to change according to state guidelines.

## **ARTICLE 22**

### **Uniforms**

Police Department employees required to wear uniforms shall be supplied an initial issue by the Township and replacement shall be on an as needed basis. A clothing maintenance fund, administered on a voucher basis, shall be set by the Chief of Police each year and then shall be evenly distributed among the eligible Police Department employees.

**ARTICLE 23**

**Duration of Agreement**

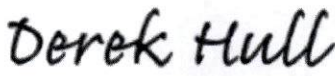
IN WITNESS WHEREOF, the Township of Holmdel and IAIW LOCAL 1, have caused this Agreement to be signed by the duly authorized representatives as of this 22 day of December 2023.

**TOWNSHIP OF HOLMDEL**

**IAIW LOCAL 1**

**ATTEST:**

  
DOMENICO "DJ" LUCCARELLI  
Mayor

  
DEREK HULL  
President

**ATTEST:**

  
WENDY PATROVICH, RMC

  
EILEEN MARCHETTI

  
JOSEPH "JAY" DELANEY, JR.  
Township Administrator

  
LAURIE LARUSSA

 12/19/2023  
TARA TORCHIA BUSS  
Human Resources Manager

## HOLMDEL TOWNSHIP IAIW CONTRACT - SALARY GUIDE, SCHEDULE 'A'

STEPS	GRADE 1	GRADE 2	GRADE 3	GRADE 4	GRADE 5	GRADE 6
1	\$37,000	\$41,000	\$45,000	\$49,000	\$53,000	\$57,000
2	\$38,850	\$43,050	\$47,250	\$51,450	\$55,650	\$59,850
3	\$40,793	\$45,203	\$49,613	\$54,023	\$58,433	\$62,843
4	\$42,832	\$47,463	\$52,093	\$56,724	\$61,354	\$65,985
5	\$44,974	\$49,836	\$54,698	\$59,560	\$64,422	\$69,284
6		\$52,328	\$57,433	\$62,538	\$67,643	\$72,748
7			\$60,304	\$65,665	\$71,025	\$76,385
8				\$68,948	\$74,576	\$80,205
9					\$78,305	\$84,215
10						\$88,426

**In the year after reaching a maximum step, employees shall receive the following increases on their step date: 3.5% for 2024; 3.0% for 2025.**

	PST Trainee	Public Safety Tel. Comm.		Senior Public Safety Tel. Comm.	Superv. Public Safety Tel. Comm.	
	Recreation Aide	Recreation Leader	Rec. Program Coord.	Rec. Program Specialist	Recreation Supervisor	
					Assessor Trainee	Asst. Assessor
						Asst. Collector
			TACO	Asst Bd Sec Commission	Bd Sec Commission	
		Records Support Tech 1	Records Support Tech 2	Records Support Tech 3	Records Support Tech 4	
			Payroll Clerk	Senior Payroll Clerk	Principal Payroll Clerk	
		Account Clerk		Senior Account Clerk	Principal Account Clerk	
		Secretary		Admin Clerk		
	Clerk 1	Clerk 2	Clerk 3			
	PT1	PT2	PT3	PT4		
	\$18 - \$25	\$19 - \$26	\$20 - \$27	\$21 - \$28		

**Starting in 2024, part-time employees will receive 5% increases on their step date until reaching the maximum rate; then they will receive 3.0% thereafter.**