

AGREEMENT

Between

TOWNSHIP OF JEFFERSON

and

OPEIU LOCAL 32

BLUE COLLAR UNIT

January 1, 2021 Through December 31, 2024

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
	Preamble.....	
1.	Recognition.....	4
2.	Township Rights and Responsibilities.....	4
3.	Dues Check Off.....	6
4.	Seniority and Layoff.....	9
5.	Job Vacancies, New Jobs Created.....	9
6.	Discipline and Discharge.....	11
7.	Transfer of Employees.....	11
8.	Agreement not to Strike or Lobby/No Lockout.....	12
9.	Non-Discrimination.....	12
10.	Shop Steward.....	13
11.	Bulletin Boards.....	13
12.	Access to Personnel Folders and Evaluations.....	14
13.	Grievance and Arbitration Procedure.....	14
14.	Hours of Work and Overtime.....	16
15.	Holidays.....	19
16.	Vacations.....	21

17.	Sick Leave.....	22
18.	Other Leaves.....	24
19.	Uniforms and Tools.....	25
20.	Health Insurance.....	26
21.	Salary and Wages.....	28
22.	Longevity.....	28
23.	Temporary Disability Insurance.....	29
24.	Pensions.....	29
25.	Separability and Savings Clause.....	29
26.	Full Bargained Provisions.....	29
27.	Union Rights/Responsibility.....	30
28.	Term and Renewal.....	31

This Agreement entered into this 2nd day of June, 2021, between the Township of Jefferson, hereafter referred to as the "TOWNSHIP" or 'EMPLOYER', and OPEIU LOCAL 32, Blue Collar Employees, with its principal place of business located at 3350 Highway 138, Bldg. 2, Ste. 125 Wall, NJ 07719, hereafter referred to as the 'UNION'. This agreement shall be in effect from January 1, 2021, to and including, December 31, 2024.

ARTICLE 1 **RECOGNITION**

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

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

ARTICLE 2 **TOWNSHP RIGHTS AND RESPONSIBILITIES**

Section 1. In order to effectively administer the affairs of the Township and to properly serve the public, the Township hereby reserves and retains unto itself, as public employer, all the powers, rights, authorities, duties and responsibilities

conferred upon and vested in it by law or otherwise prior to the signing of this Agreement. Without limitation of the foregoing, the Township's prerogatives include but are not limited to the following rights:

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

Section 2. With respect to Section 1 above, the Township's use and enjoyment of its power, rights, authorities, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion in connection therewith, shall be limited only by the terms of this Agreement and to the extent that the same conform to the laws of New Jersey and the United States.

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

ARTICLE 3 DUES CHECK OFF

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

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

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

- A. The Union shall indemnify and hold the Township harmless against any and all claims, demands, suit or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon the salary deduction authorized forms submitted by the Union to the Township.

Section 3. The employer agrees to forward the full name and address for all new employees who become eligible for membership. The Employer further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason therefore.

Section 4. Representation Fee

A. If an employee does not become a member of the Union during any membership year (from January 1 through December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a Representation Fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

B.1. Prior to the beginning of each membership year, the Union will notify the Employer in writing of the amount of the regular membership dues, initiation fees and assessment charged by the Union to its own members for that membership year. The Representation Fee to be paid by non-members will be equal to 85% of that amount.

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

C.1. Once during each membership year covered in whole or in part by this agreement, the Union will submit to the Employer a list of those employees who have not become members of the Union for the then current membership year. The employer will deduct from the salaries of such employees, in accordance with section C.2. below, the full amount of the Representation Fee and promptly will transmit the amount so deducted to the Union.

C.2. The employer will deduct the Representation Fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

a. 10 days after receipt of the aforesaid list by the Employer;

Or

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

C.3. If an employee who is required by pay a Representation Fee terminates his or her employment with the Employer before the Union has received the full amount of the Representation Fee to which it is entitled under the Article, the Employer will deduct the unpaid portion of the fee from the last pay check paid to said employee during the membership year in question.

C.4. Except as otherwise provided in this Article, the mechanics for the deduction of Representation Fees and the transmission of such fees to the Union will, as nearly as possible, or the same as those used for the deduction and transmission of regular membership dues to the Union.

C.5. The Union will notify the Employer in writing of any changes in the list provided for in Paragraph 1 above and or the amount of the Representation Fee, and such changes will be reflected in any deductions made more than ten (10) days after the Employer received said notice.

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

C.7. Local 32 shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5 and related provisions and membership in OPEIU LOCAL 32 shall be available to all employees in the unit on an equal basis at all times. In the event OPEIU LOCAL 32 fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making said deductions.

ARTICLE 4
SENIORITY AND LAYOFF

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

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

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

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

ARTICLE 5
JOB VACANCIES, NEW JOBS CREATED

Section 1. The Administrator's office shall post openings on non-supervisory classifications in the negotiating unit on employee bulletin boards for at least five (5) work days to afford interested employees an opportunity to apply. Notice shall

contain a job description, qualification requirements, department where opening exists, and rate of pay.

Section 2. To provide advancement opportunities, the Administrator's office shall post on employee bulletin boards any and all new positions or vacancies available in the Township regardless of whether or not they have been announced in the New Jersey Department of Personnel Bulletin. In seeking inter-departmental transfers, whether promotional or lateral, employees shall not be discriminated against due to their status as Township employees.

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

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

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

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

ARTICLE 6 DISCIPLINE AND DISCHARGE

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

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

ARTICLE 7 TRANSFER OF EMPLOYEES

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

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

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

ARTICLE 8
AGREEMENT NOT TO STRIKE OR LOBBY/NO LOCKOUT

Section 1. The Union agrees that, during the term of this Agreement, neither it nor its officers, employees or members or other persons covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism, or any similar actions, which would involve suspension or interference with, or disruption of, the normal activities of the Township. Any employee participating in these prohibited activities may be disciplined by the Township.

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

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

ARTICLE 9
NON-DISCRIMINATION

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

Section 2. There shall be no discrimination, interference, or restraint or coercion by the Township or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union, or because of any lawful activities by such employees on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement, who are not members of the Local Union.

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

ARTICLE 10 **SHOP STEWARD**

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

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

ARTICLE 11 **BULLETIN BOARDS**

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

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

ARTICLE 12
ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS

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

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

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

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

ARTICLE 13
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. If, during the term of this Agreement, a grievance, dispute or controversy should arise between the Employer and the Union, or any of the employees covered by this Agreement as to the meaning or application of the provisions of this Agreement, there shall be no suspension of work, but an earnest effort shall be made to settle such differences immediately. To that end, all grievances, disputes or controversies must be presented within five (5) business days after they arise, or they shall be deemed to have been waived. In order to

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

Section 2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.

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

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

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

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

A group grievance, one that may affect a group of employees, may be presented by the Union at STEP 1. Any grievance not processed to the STEP in the Grievance Procedure within the time limits provided for such proceeding shall

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

Step 4. ARBITRATION

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

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

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

ARTICLE 14
HOURS OF WORK AND OVERTIME

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

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

Notwithstanding the foregoing, commencing the day of Memorial Day until the day after Labor Day, summer hours of 6:00 a.m. to 2:30 p.m. will be in effect.

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

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

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

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

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

Section 8. Overtime shall be rotated by the job title, then seniority. The Supervisor shall maintain a list of employees by department, in seniority order. Initial distributions of available overtime hours shall begin with the most senior personnel and shall be rotated down the list for all subsequent assignments. The Supervisor shall maintain a log of his overtime assignments including the employees he has requested to work overtime and their refusal of same, if that is the case. The Department Head and foreman reserve the right to determine if a call

out emergency requires a specialty and may go outside the rotating overtime procedure in order to address the emergencies. Concerning snow plowing, Department of Public Works employees shall be called in first. Full-time employees will receive preference for overtime over part-time and temporary employees. The Shop Steward will be given a monthly report and is responsible to post.

Compensation time shall be available. However, compensation time can only be accrued up to a maximum of sixty (60) hours. Any compensatory time not used by November 1st of the calendar year earned shall be paid at the next pay period.

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

Section 10. ON CALL TIME Employees assigned to remain on call at home, by either the Department Head or the general foreman, shall receive one hundred seventy-five (\$175.00) dollars per day compensation for being on stand-by and shall not have the "On Call" time included within the forty (40) hour base period for the purpose of entitlement to overtime or otherwise have such time be considered as actual hours worked. This section will be effective as of the signing date of this contract and will not be retroactive.

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

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

Section 11. CALL BACK/CALLOUT/CALLIN PAY

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

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

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

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

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

Section 12. TRAINING

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

ARTICLE 15
HOLIDAYS

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

1. New Year's Day
2. Washington's Birthday
3. Good Friday

4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Day
12. Day after Christmas
13. Employee's Birthday
14. Two floating Holidays -to be taken at the sole option of the Employee upon two (2) weeks' notice in writing to his/her Department Head and granted subject to the needs of the service.

Section 3. Should any of the holidays designated above fall on a Sunday, the following Monday shall be an official holiday. Should any of the holidays designated above fall on a Saturday, the Friday immediately preceding the Saturday shall be an official holiday. Said official holidays shall be with pay.

Section 4. To be eligible for a paid holiday, an employee must have worked the last scheduled day before and the first scheduled day after a holiday, unless he/she was on an authorized leave because of bereavement, vacation, or sick day. If all sick time has been used, proof must be established of this fact.

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

ARTICLE 16
VACATIONS

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

<u>LENGTH OF SERVICE</u>	<u>VACATION</u>
First (1 st) year of employment	One (1) day per month from date of hire to December 31 st .
Second (2 nd) year of service through five (5) years of service	Fourteen (14) days per year.
Sixth (6 th) year of service through ten (10) years of service	Seventeen (17) days per year.
Eleventh (11 th) year of service through fifteen (15) years of service	Twenty (20) days per year.
Sixteenth (16 th) year of service through twenty (20) years of service	Twenty-Three (23) days per year.
Twenty first (21 st) year of service through twenty-five (25) years of service.	Twenty-Six (26) days per year.

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

Section 2. In accordance with the above schedule, each employee shall receive pay at the straight time rate for regularly scheduled hours in advance for each calendar day of vacation that such employee shall be entitled to. Vacations shall

be scheduled by the Employer in keeping with considerations related to seniority, workload and good staffing practices to insure efficient operation of their offices.

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

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

ARTICLE 17 **SICK LEAVE**

Section 1. "Sick Leave" shall mean the approved absence from post of duty by an employee because of illness, accident or exposure to contagious disease of the employee, or attendance by the employee upon a member of the employee's immediate family who is seriously ill, requiring the care of attendance of such employee. For the purpose of this Article, "immediately family" as defined in accordance with N.J.A.C.4a:1-1.3.

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

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

Section 3. Each employee will be credited with fifteen (15) days of sick leave annually for each succeeding calendar year of full time employment, which is cumulative. Accumulated sick leave shall be paid at the rate of one (1) day's pay for every two (2) days of unused accumulated sick leave time up to a maximum of six (6) months pay upon separation from Township service in good standing with a minimum of fifteen (15) years with the Township of Jefferson. In the event an employee terminates with less than fifteen (15) years of service or is terminated with less than fifteen (15) years of service or is terminated not in good standing, there shall be no right to the payment of accumulated sick leave. The Township of Jefferson shall have six (6) months from the date of said separation from service to make such payments. If upon termination from the Township's service, an employee has used more sick leave than that to which he/she is entitled, he/she shall have deducted from his/her final pay an amount equal to the daily rate of pay for each day of sick leave taken in excess of the number of sick days to which he/she is entitled.

Section 4. Each employee is required to notify his/her superior by one half (1/2) hour before starting time on each day of absence. Should the employee be unable to reach his/her superior, then the Township Administrator's office must be notified. It is recognized that there may be instances when it is impractical or impossible to give daily notice, as in the case when an employee is hospitalized or seriously disabled, in which case it shall be sufficient that the employee or member of the employee's family notify the superior or Township Administrator's office giving reason for absence and information as to the degree of illness or disability and the amount of time required for recuperation. Absent such instances, the daily requirements of notice shall be enforced. Failure to give notification as required will result in loss of sick leave for that day and may constitute cause for disciplinary action. Failure to report absences from duty for five (5) consecutive business days may constitute a resignation pursuant to New Jersey Civil Service Commission rules and regulations.

Section 5. A certificate from a reputable physician in attendance shall be required as proof of the need for leave of absence or the need for the employee's attendance upon a member of the employee's immediately family. In the instance of leave of absence due to contagious disease a certificate from the Department of Health shall be required.

Section 6. Where an employee is absent from duty due to illness for less than five (5) days at one time, the Township may waive the required production of the physician's certificate. However, in the event of absence from duty due to illness for five (5) or more days at one time, the employee shall be required to submit a physician's certificate to his/her superior to justify payment of sick leave. An accumulative of ten (10) sick days, the days having been taken at various times, except as noted above may be approved without a physician's certificate. All sick time in excess of ten (10) days must be accounted for with a physician's certificate if the time is to be approved with pay. The Township may, in its discretion, require examination by a physician appointed by it, prior to allowing an employee to return to work. The Township may require visits to the Township nurse to the home of an employee on sick leave.

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

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

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

ARTICLE 18 **OTHER LEAVES**

Section 1. Each employee shall be allowed leave with pay if required for jury duty. A written request for such leave shall be given by the employee to his/her

supervisor at least two (2) weeks in advance of the next business day following the employee's receipt of the jury duty notice.

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

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

Section 3. Time off, other than sick leave, vacations, holidays, bereavement or military leave, may be honored when warranted by the Township. For a leave without pay, the employee shall submit a written request to the superior at least thirty (30) days in advance stating the reason for the request, and the time required.

This request will be forwarded to the Township Administrator and answered at least two (2) weeks in advance of the requested leave. If the employee's required absence exceeds the normal pay period, the Employee shall be required to report to the Treasurer's Office to make suitable arrangements for pension payments, insurance, hospitalization and other matters required during the leave period.

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

ARTICLE 19 **UNIFORMS AND TOOLS**

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

A. The Township will pay \$195.00 (one hundred ninety-five dollars) to each employee per year for the purchase of safety shoes for years 2021 and 2022. The Township will pay \$215.00 (two hundred fifteen dollars) to each employee per year for the purchase of safety shoes for the years 2023 and 2024. The employee must submit an original receipt in order for the Township to pay. Boots are to be inspected to insure they are safety compliant.

B. Five (5) tee-shirts will be paid for by the Township annually.

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

Section 3. A tool allowance will be provided to the Mechanics per this contract each year of \$500 (five hundred dollars). The employee must submit an original sales receipt to receive the tool allowance reimbursement.

ARTICLE 20 **HEALTH INSURANCE**

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

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

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

All qualifying employees and retirees shall contribute to his/her health benefits in accordance with the rates set forth in Ch. 78, P.L. 2011.

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

PRESCRIPTION DRUG REIMBURSEMENT PLAN/ OPTICAL PLAN

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

DENTAL PLAN

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

Section 2. Dental insurance will be increased to \$3,500 (ortho) per year. The cost difference for this new coverage will go from \$10.42 to \$10.63 per pay period and may increase yearly based on the cost increase the Township receives.

CDL PHYSICALS AND LICENSE

Section 1. Work related physical examinations (CDL) licenses, will be performed by the township health care provider. Currently, St. Clare's Corporate Health Services.

Section 2. The Township agrees to reimburse the employee the cost of the Commercial Driver's License (CDL), as well as the renewal of such driver's license.

ARTICLE 21 SALARY AND WAGES

Section 1. The salary and wages of all Bargaining Unit employees covered by this Agreement shall be paid in accordance with the attached salary guides. From Step 5 to Step 6 will be changed from three (3) years to two (2) years. The base salary and wages shall be increased by two (2.0%) percent January 1, 2021, and January 1, 2022. The base salary and wages shall be increased by two and a quarter (2.25%) percent January 1, 2023 and January 1, 2024.

Section 2. Notwithstanding the matters set forth in Section 1, the Township reserves the right to set starting salaries and wages for any position, providing, however, the starting salaries are not higher than presently paid to the employees in the unit or the new employee exhibits skills which may benefit the Township. The Township reserves the right to set the pay and reflect past work experience and various skills.

Section 3. In the event an employee is transferred from one unit position to another, and such transfer constitutes a promotion pursuant to the prevailing table of organization of the Township, the employee shall receive a minimum salary increase of five (5) percent over the salary then in effect for the position from which the employee is transferred. The foregoing references to the table of organization and promotion are for informational purposes only, it being expressly understood that the nature, scope and formulation of a table of organization, and the determinations of which transfers constitute promotions are non-negotiable, non-grievable, and non-arbitrable subjects over which the Township reserves total discretionary authority and control.

ARTICLE 22 LONGEVITY

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

2021	\$1,775.00
2022	\$1,775.00
2023	\$1,775.00
2024	\$1,775.00

Section 2. A proportionate share of longevity payment will be made bi-weekly as part of the employee's base pay. Both the Employer and Employee will make pension contributions on longevity payments.

ARTICLE 23
TEMPORARY DISABILITY INSURANCE

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

ARTICLE 24
PENSIONS

The Township shall provide pension and retirement benefits to employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey. All legislation modifying pensions and retirement benefits, which are mandatory, will be implemented.

ARTICLE 25
SEPERABILITY AND SAVINGS CLAUSE

If any provisions of this Agreement should be held or adjudged illegal or in violation of any present or future law, such adjudication shall not invalidate any other portion or provisions of this Agreement, nor relieve either party thereto from their liabilities and obligations under this Agreement which shall continue in full force and effect. In the event that any portion of said Agreement is held illegal as

above mentioned, the parties agree to meet promptly in order to negotiate a proper and legal substitute therefore.

ARTICLE 26 **FULLY BARGAINED PROVISIONS**

This agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of negotiations. The parties acknowledge that during the negotiations that resulted in this Agreement, each 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, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

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

ARTICLE 27 **UNION RIGHTS/RESPONSIBILITY**

Section 1. Neither the Township nor the Local shall interfere with, restrain or coerce unit employees in the exercise of their right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization or to refrain from any such activity. The Local shall be responsible for representing the interest of all unit employees without discrimination and without regard to employee organization membership.

Section 2. The Union agrees that neither it, nor the respective officers and members, nor persons employed directly or indirectly by the Union, will discriminate against any employee. The Local further agrees that there will be no solicitation of members, dues or funds during the working hours of employees involved.

Section 3. The Union and the Employer reaffirm their intention that the provisions of this Agreement will continue to be applied without discrimination because of race, creed, color, sex, age or national origin of the employee.

Section 4. The business agent or his representative or any officer of the Union shall have admission to the premises at any time 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, but shall first apply to the Township Administrator for permission to visit, which permission shall be reasonably granted, it being understood, however, that such representative shall not in any way interfere with the operation during working hours and that this privilege be so exercised as to keep at a minimum time lost thereby to the Employer.

ARTICLE 28 **TERM AND RENEWAL**

This AGREEMENT shall be in full force and effective as of the day and year first above written, and shall be in effect up to and including December 31, 2024. This Agreement shall continue in full force and effect from year to year thereafter, unless one part or the other gives notice, in writing, by no later than September 30th of the year in which the Agreement expires, of a desire to change, modify, or terminate this Agreement. Except where expressly so stated herein, no provision of this Agreement shall be effective prior to the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Lake Hopatcong, New Jersey on this 15th day of September, 2021.

TOWNSHIP OF JEFFERSON:

[Signature]
Mayor.

ATTEST:

Michelle Reilly
Michelle Reilly, Township Clerk

OPEIU LOCAL 32
BLUE COLLAR UNIT

[Signature]
Joseph M. Fazio
BUS. REP., LOCAL 32

COMMITTEE:

[Signature]
Joseph M. Fazio
BUS. REP., LOCAL 32

2021-2024 BLUE COLLAR STEP GUIDE

MECHANIC and EQUIPMENT OPERATOR and ASSISTANT PUBLIC WORKS INSPECTOR							
		STEP #1	STEP#2	STEP#3	STEP#4	STEP#5	STEP#6
	2021	31.5604	33.0621	34.5639	36.0657	37.1199	37.8558
	2022	32.1916	33.7233	35.2552	36.7870	37.8623	38.6129
	2023	32.9159	34.4821	36.0485	37.6147	38.7142	39.4817
	2024	33.6565	35.2580	36.8596	38.4610	39.5852	40.3700
SENIOR MECHANIC		STEP #1	STEP#2	STEP#3	STEP#4	STEP#5	STEP#6
	2021	34.1163	35.6181	37.1199	38.9972	40.4989	41.3024
	2022	34.7986	36.3305	37.8623	39.7772	41.3089	42.1285
	2023	35.5816	37.1479	38.7142	40.6721	42.2384	43.0764
	2024	36.3822	37.9838	39.5852	41.5873	43.1887	44.0456
HEAVY EQUIPMENT OPERATOR		STEP #1	STEP#2	STEP#3	STEP#4	STEP#5	STEP#6
	2021	35.6181	37.1199	38.6217	40.1668	41.6253	42.4513
	2022	36.3305	37.8623	39.3942	40.9702	42.4578	43.3003
	2023	37.1479	38.7142	40.2805	41.8920	43.4131	44.2746
	2024	37.9838	39.5852	41.1868	42.8345	44.3899	45.2708
Length of time between step increases		one (1) year	one (1) year	one (1) year	two (2) years	two (2) years	two (2) years

2021-2024 BLUE COLLAR STEP GUIDE

GARAGE ATTENDANT		STEP #1	STEP#2	STEP#3	STEP#4	STEP#5	STEP#6
	2021	19.1849	20.6866	22.1885	23.6903	25.2938	27.0058
	2022	19.5686	21.1004	22.6323	24.1641	25.7997	27.5459
	2023	20.0089	21.5751	23.1415	24.7078	26.3802	28.1657
	2024	20.4591	22.0606	23.6622	25.2638	26.9737	28.7994
LABORER and MECHANIC HELPER		STEP #1	STEP#2	STEP#3	STEP#4	STEP#5	STEP#6
	2021	22.1885	23.2282	24.7300	26.2318	27.7337	28.2817
	2022	22.6323	23.6928	25.2246	26.7564	28.2883	28.8474
	2023	23.1415	24.2259	25.7921	27.3585	28.9248	29.4964
	2024	23.6622	24.7710	26.3724	27.9740	29.5756	30.1601
ROAD REPAIRER and MAINTENANCE REPAIRER		STEP #1	STEP#2	STEP#3	STEP#4	STEP#5	STEP#6
	2021	23.6903	24.7300	26.2318	27.7337	29.2354	29.8137
	2022	24.1641	25.2246	26.7564	28.2883	29.8201	30.4099
	2023	24.7078	25.7921	27.3585	28.9248	30.4910	31.0942
	2024	25.2638	26.3724	27.9740	29.5756	31.1771	31.7938
TRUCK DRIVER and SENIOR ROAD REPAIRER		STEP #1	STEP#2	STEP#3	STEP#4	STEP#5	STEP#6
	2021	28.5567	30.0585	31.5604	33.0304	34.5639	35.2488
	2022	29.1278	30.6597	32.1916	33.6911	35.2552	35.9538
	2023	29.7832	31.3495	32.9159	34.4491	36.0485	36.7627
	2024	30.4533	32.0549	33.6565	35.2242	36.8596	37.5899
HEAVY TRUCK DRIVER and EQUIPMENT OPERATOR/TRUCK DRIVER		STEP #1	STEP#2	STEP#3	STEP#4	STEP#5	STEP#6
	2021	30.0585	31.5604	32.6535	34.5639	36.0658	36.7806
	2022	30.6597	32.1916	33.3066	35.2552	36.7871	37.5162
	2023	31.3495	32.9159	34.0560	36.0485	37.6148	38.3603
	2024	32.0549	33.6565	34.8222	36.8596	38.4612	39.2234
Length of time between step increases		one (1) year	one (1) year	one (1) year	two (2) years	two (2) years	two (2) years

2021-2024 BLUE COLLAR STEP GUIDE

WATER/SEWER REPAIRER		STEP #1	STEP#2	STEP#3	STEP#4	STEP#5	STEP#6	
	2021	32.8167	34.3184	35.8203	37.3221	38.8239	39.5939	
	2022	33.4730	35.0048	36.5367	38.0686	39.6003	40.3857	
	2023	34.2262	35.7924	37.3588	38.9251	40.4913	41.2944	
	2024	34.9963	36.5977	38.1993	39.8009	41.4024	42.2235	
SENIOR WATER/SEWER REPAIRER		STEP #1	STEP#2	STEP#3	STEP#4	STEP#5	STEP#6	
	2021	35.8203	37.3221	38.8239	40.3257	41.8276	42.6575	
	2022	36.5367	38.0686	39.6003	41.1322	42.6641	43.5106	
	2023	37.3588	38.9251	40.4913	42.0577	43.6241	44.4896	
	2024	38.1993	39.8009	41.4024	43.0040	44.6056	45.4906	
SENIOR SEWAGE PLANT OPERATOR & SR. WATER TREATMENT PLANT OPERATOR		STEP #1	STEP#2	STEP#3	STEP#4	STEP#5	STEP#6	
	2021	40.5218	42.1286	43.7357	45.3426	46.9495	47.8815	
	2022	41.3323	42.9712	44.6104	46.2495	47.8885	48.8392	
	2023	42.2623	43.9381	45.6141	47.2901	48.9660	49.9380	
	2024	43.2132	44.9267	46.6405	48.3541	50.0677	51.0616	
Length of time between step increases		one (1) year	one (1) year	one (1) year	two (2) years	two (2) years	two (2) years	

2021-2024 BLUE COLLAR STEP GUIDE

RECREATION MAINTENANCE WORKER		STEP #1	STEP#2	STEP#3	STEP#4	STEP#5	STEP#6
	2021	25.1054	26.6073	28.1090	29.6109	31.1127	31.7284
	2022	25.6076	27.1394	28.6712	30.2031	31.7350	32.3630
	2023	26.1837	27.7501	29.3163	30.8827	32.4490	33.0911
	2024	26.7729	28.3745	29.9759	31.5775	33.1791	33.8357
SENIOR RECREATION MAINTENANCE WORKER		STEP #1	STEP#2	STEP#3	STEP#4	STEP#5	STEP#6
	2021	27.3582	28.8600	30.3617	31.8636	33.3654	34.0262
	2022	27.9053	29.4372	30.9690	32.5009	34.0327	34.7067
	2023	28.5332	30.0995	31.6658	33.2321	34.7985	35.4876
	2024	29.1752	30.7768	32.3782	33.9798	35.5814	36.2861
PARK ATTENDANT		STEP #1	STEP#2	STEP#3	STEP#4	STEP#5	STEP#6
	2021	12.3400	13.8419	15.3437	16.8455	18.3447	0.0000
	2022	12.5868	14.1187	15.6506	17.1824	18.7116	0.0000
	2023	12.8700	14.4364	16.0028	17.5690	19.1326	0.0000
	2024	13.1596	14.7612	16.3628	17.9643	19.5631	0.0000
Length of time between step increases		one (1) year	one (1) year	one (1) year	two (2) years	two (2) years	two (2) years