

TOWNSHIP OF RIVER VALE
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AGREEMENT

BETWEEN

**THE TOWNSHIP OF RIVER VALE
(BERGEN COUNTY, NEW JERSEY)**

AND

Local 32 OPEIU

JANUARY 1, 2008 THROUGH DECEMBER 2013

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PREAMBLE

This Agreement entered into this March 9, 2009, by and between the Township of River Vale in the County of Bergen, State of New Jersey, hereinafter referred to as the “Township”, and OPEIU, Local 32 (River Vale Blue Collar Workers), hereinafter referred to as the “Union,” represents the complete and final understanding on all the bargainable issues between the Township and the Union.

ARTICLE I
RECOGNITION

The Township recognizes the Union as the exclusive representative for the purpose of collective negotiations with respect to the terms and conditions of employment of all Blue Collar employees employed by the Township, but excluding all other employees of the Township including, but not limited to, all confidential employees, management executives, craft employees, professional employees, police and supervisors within the meaning of the New Jersey PERC Act.

ARTICLE II
MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself without limitation, all powers, rights, authority duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township and its properties and facilities, and the activities of its employees;
2. To hire all employees and to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good cause and subject to the grievance procedure herein;

4. To establish a code of rules and regulations of the Township for the operation of the Township;

5. To make all decisions relating to the performance of the Township's operations and maintenance, activities, including, but not limited to, the methods, means, processes, materials and procedures to be utilized;

6. To establish any new job classifications and job content and qualifications;

7. To change the job content and duties of any classification;

8. To determine the performance levels and standards of performance of the employees;

9. To take any actions considered necessary to establish and maintain efficiency and cost effective operations and maintenance;

10. To change, modify or promulgate reasonable rules and regulations;

11. To utilize the services of a contractor when, in the judgment of the Township, such services would be more efficient.

B. The exercise of the foregoing powers, rights, authority duties or other responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance hereof and the use of judgment and discretion in connection therewith, shall be limited by the express terms of the Agreement, and by the Constitution and Laws of the State of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township in its exclusive right to administer the Township nor to deny or restrict the Township in any of its rights, responsibilities and authority under N.J.S.A. Sections 40, 40A or 11, or any other National, State or County or Local laws or ordinances.

ARTICLE III

EMPLOYEE RIGHTS

A. Any aggrieved person may be represented at all stages of the grievance procedure by himself or herself, or, at his/her option, by a representative selected or approved by the Union. When an Employee is not represented by the Union, the Union shall have the right to be present and to state its views at all stages of the grievance procedure.

B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he or she may have under the New Jersey State Statutes or any other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. The parties agree that all benefits, rights, duties, obligations, terms and conditions of employment relating to the status of the Township of River Vale Blue Collar Workers, which benefits, rights, duties, obligations, terms and conditions of employment are not specifically set forth in the Agreement shall be maintained in not less than the highest standards in effect at the time of commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement. Unless a contrary position is expressed in this Agreement all existing benefits, rights, duties, obligations, terms and conditions of employment applicable to any employee pursuant to any rules, regulations, instruction, directive, memorandum or otherwise shall not be limited, restricted, impaired, removed or abolished except as permitted or mandated by law.

ARTICLE IV
GRIEVANCE PROCEDURE

A. Definitions

The term “grievance” as used herein means any controversy arising over (a) the interpretation, application or alleged violation of policies or administrative decisions affecting terms and conditions of employment or (b) the express terms of this Agreement, and may be raised by an individual unit employee, a group of employees in a particular unit, or the Union, at the request of any such individual or group (hereinafter referred to as the grievant.)

B. Purpose

The purpose of this grievance procedure is to secure an equitable solution to grievances as herein defined. The parties agree that grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall bypass any step of the grievance procedure unless expressly agreed to by the grievant and the Township. The instant grievance procedure constitutes the sole and exclusive methods for raising and disposing of controversies within the definition of the term grievance as herein provided.

C. Procedure

1. Step One Superintendent

The employee should discuss the grievance with the Superintendent on an informal level. He or she may be represented by a member of the Union at this or any other level of the grievance procedure. In the event the Union declines to represent the employee, he or she shall have the right to proceed without such representation. If the

employee or Union is not satisfied with the result of the discussion with the Superintendent, either may file a written notice of grievance with the Department Director in accordance with Step Two below.

2. Step Two Director

a. A grievant must file his grievance in writing with the Director within thirty (30) days of the occurrence of the matter complained of.

b. The written grievance must identify the grievant by name(s) and be signed by him (them) or the Union on his (their) behalf. It must set forth a statement of the facts constituting the grievance, the approximate time and place of occurrence of the facts leading to the grievance, the specific contract provision(s), if any, forming the basis of the grievance, and must set forth the remedy sought by the grievant.

c. Once a grievance is filed, the Director shall investigate the grievance and render a written response, which shall be given to the grievant within ten (10) days from receipt of the grievance.

3. Step Three- Township Administrator

In the event the grievance is not resolved to the grievant's satisfaction at Step Two, or in the event the Department Director has not served a timely written response at Step Two, then within five (5) days after the response date set forth in Step Two, the grievant may present the written grievance and any written response(s) received at Step Two to the Township Administrator. Upon receipt of the grievance by the Township Administrator, the procedures set forth in Step Two shall be followed, except that the grievant and Township Administrator shall meet to discuss the grievance within ten (10) days and the written response shall be due within ten (10) days thereafter.

4. Step Four- Mayor

In the event that the grievance is not resolved to the grievant's satisfaction at Step Three, or in the event the Township Administrator has not served a timely written response at Step Three, then within five (5) days after the response date set forth in Step Three, the grievant may present the written grievance and any written response(s) received at Step Three to the Mayor. Upon receipt of the grievance by the Mayor, the procedures set forth in Step Three shall be followed, except that the meeting date period shall be fourteen (14) days and the response period shall be fourteen (14) days.

With respect to grievances not involving either the express terms of this Agreement or written rules, regulations or ordinances which have been promulgated prior to the signing of this Agreement, the decision of the Mayor shall be final. However, the Union reserves the right to pursue any other remedy it may have for the resolution of such disputes provided such remedies do not conflict with the terms set forth herein.

5. Step Five- Arbitration

a. With respect only to those grievances involving the express terms of this Agreement or any rules, regulations or ordinances which have been promulgated prior to the signing of this Agreement, and in the event the grievance is not resolved to the grievant's satisfaction at Step Four, or in the event the Mayor has not served a timely written response at Step Four, then within fourteen (14) days after the response date set forth in Step Four, the grievant may submit the grievance to binding arbitration, through the offices of the Public Employment Relations Commission, with a copy of such request to the Township Administrator. Thereafter, proceedings shall be conducted pursuant to the Arbitration Rules of the Public Employment Relations Commission.

b. The arbitrator shall be required to deliver to the parties a written decision, coupled with a written opinion setting forth detailed reasons, finding of fact, and conclusions of law utilized in making his decision, by no later than thirty (30) days from the date of closing the hearings, or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The arbitrator expressly has no authority to modify, add to, subtract from, or in way whatsoever alter the provisions of this Agreement.

6. Grievance and arbitration meetings and hearings shall be held at mutually acceptable times and places. The individual grievant may have, at his or her request, a representative from the Union to assist in the resolution of the grievance at such meetings and hearings.

7. Costs of the Arbitrator shall be split between the parties.

8. Time limits may be extended by mutual agreement of the parties.

ARTICLE V

WORK DAY, WEEK AND OVERTIME

A. The normal work week shall be Monday through Friday, consisting of forty (40) hours per week, eight (8) hours per day, five (5) days per week. The work day shall be from 7:00 a.m. to 3:30 p.m. The lunch period shall be forty-five (45) minutes, with one-half hour unpaid and fifteen (15) minutes paid. In addition, there shall be a daily morning rest break of twenty (20) minutes.

B. The Township reserves the right to establish different work schedules for new employees hired after the signing of this Agreement. Such schedules, once established, will not be changed without prior negotiations with the Union.

C. All work performed in excess of specified hours in any work day or any work week shall be paid at the rate of time and one-half the regular straight time rate, which overtime hours shall not be subject to longevity.

D. All work performed on a Sunday shall be paid at the rate of double the regular straight time rate which overtime hours shall not be subject to longevity.

E. An employee who is required to work on a holiday shall be paid at a rate of double the regular straight time rate which shall not be subject to longevity.

F. All employees are expected to report on time to their place of work in accordance with paragraphs A and B.

G. Overtime contiguous to the normal work day shall be assigned on a rotational seniority basis to all employees in the bargaining unit. The most senior employee shall be called first; if all employees refuse, or are unavailable the Township reserves the right to assign the least senior employee, if unavailable, the Township may assign the next least senior employee, and so on, and so forth, until an available employee is found to do the work. It is understood, however, that in the even of an emergency as declared by the Director of his designee, or where a particular skill or qualification is needed, in those instances, the Township reserves the right to assign employees as available or who possess those skills or qualifications needed to the work available. A current overtime roster will be posted in a conspicuous workplace reflecting the overtime procedure so each employee may access their overtime position.

H. In the event that an employee is requested to work in excess of eight (8) hours in any given day, after the first four (4) hours in excess thereof, the employee shall be entitled to a thirty (30) minute paid break, thereafter the employee shall be entitled to an

additional thirty (30) minute paid break after each additional four (4) hours of work. The Township shall pay for meals during these time periods; such meals to be at the discretion of the Superintendent.

I. All overtime payments shall be paid in the pay period following the period in which the overtime is earned.

J. In the event an employee is called back to work after a regular work shift, or is called in on a day when he is not normally scheduled to work, he shall be entitled to a three (3) hour minimum guaranteed pay. Pay shall be provided from the time of the call to the employee to the time of departure from the work place, provided that the employee arrives at the work place within 45 minutes from the call. In no event shall pay be provided for more than forty-five (45) minutes prior to arrival at the work place.

K. For any consecutive period of time that includes more than eight (8) hours of overtime, any overtime hours worked beyond that period shall be paid at the rate of double the regular straight time rate.

L. Stand-by Pay

Stand-by is a voluntary assignment, and will be rotated among employees on a weekly basis. Weekly basis for purposes of stand-by are Friday to Friday. Employees who accept standby will be compensated as follows:

a. Effective January 1, 2009, \$275.00 per week.

ARTICLE VI

HOLIDAYS

A. The following days shall be observed by employees of the Township:

- | | |
|---------------------------------|------------------------|
| 1. NEW YEAR'S DAY | COLUMBUS DAY |
| MARTIN LUTHER KING JR. BIRTHDAY | VETERAN'S DAY |
| PRESIDENTS DAY | THANKSGIVING DAY |
| GOOD FRIDAY | DAY AFTER THANKSGIVING |
| MEMORIAL DAY | CHRISTMAS DAY |
| INDEPENDENCE DAY | FLOATING DAY |
| LABOR DAY | |

The Floating Holiday is subject to majority approval by the full membership of River Vale OPEIU Local 32 and shall be provided in writing to the DPW Superintendent at a minimum of three (3) months in advance prior to usage.

2. Temporary or hourly employees shall not be entitled to paid holidays.
3. If a holiday as set forth herein shall fall on an employee's vacation day, the employee shall be entitled to an additional day off, at a time determined by his or her Department Head.

B. If any of the above holidays fall on a Saturday or Sunday, the following shall be adhered to:

1. If the holiday falls on Saturday, same shall be celebrated on the preceding day, namely Friday.
2. If the holiday falls on Sunday, same shall be celebrated on the following day, namely Monday.

C. An employee who is required to work on a holiday shall be paid at the rate of double the regular straight time rate which shall not be subject to longevity.

D. Nothing herein shall prevent the Mayor and Council from granting additional holidays if it sees fit to do so.

ARTICLE VII

VACATION

A. All full-time employees shall be entitled to paid vacation in accordance with the following schedule:

- | | |
|---------------------------------------|------------------------------------|
| 1. After six (6) months of employment | 5 working days |
| 2. From 1 to 3 years of employment | 10 working days |
| 3. From 3 to 5 years of employment | 12 working days |
| 4. More than 5 years of employment | 12 working days plus 1 working day |
- for each additional year of service beyond 5 to a maximum of 32 working days.

B. Where in any of an employee's anniversary year, the vacation or any parts thereof is not granted or taken, such vacation periods, or parts thereof, shall accumulate to a maximum of five (5) days only, and shall be granted during the next succeeding anniversary year only.

C. Vacations shall be selected on a seniority basis; the Township may, if the need arises, limit the number of employees on vacation at any one time to no more than three (3). From December to April, three (3) employees may be off, two (2) subject to existing local restrictions, one (1) not subject to recall. The employee not subject to recall shall be determined by seniority. The limitation on the number of employees to be on vacation at any one time shall not include foreman, managerial, or supervisory personnel. In addition, the foreman shall not be on vacation at the same time as the Superintendent.

D. Vacations shall be picked by May 1 of each calendar year. Any employees wishing to change his vacation time after May 1 shall only be permitted to do so if authorized by the Superintendent which authorization shall not be unreasonably withheld.

In the event an employee wishes to change his vacation time, he shall not have seniority over those employees who had previously been scheduled to be on vacation during the same period.

E. If an employee is on vacation and becomes sufficiently ill so as to be under a physician's care for four (4) days or more, he may have such period of illness charged against sick leave at his option, upon a physician's certification submitted to the Township Administrator.

F. No employee who is on vacation shall be recalled except in extraordinary circumstances to meet an emergency within the Township, as decided by the Director and/or his designee.

ARTICLE VIII

HOSPITALIZATION AND INSURANCE

A. HOSPITALIZATION AND INSURANCE BENEFITS

1. The Township shall continue to provide those hospitalization and medical payments benefits provided in the New Jersey State Health Benefits Plan covering employees and their dependents that is presently provided. The Township shall provide those benefits provided in the New Jersey State Health Benefits Plan.

2. The Township shall reserve the right, at all times, to change carriers if it deems this necessary in its discretion, so long as no less benefits are provided.

3. In the event of proof of total disability as the result of a non-work related injury, upon an employee's use of all accumulated sick leave, vacation leave, and all other paid leave time to which he is entitled, the Township shall provide a sick pay benefit equal to

one-half of the employee's base rate of pay, per week, for a maximum of twenty-six (26) weeks of said period of disability.

B. HOSPITALIZATION INTO RETIREMENT

1. Upon the retirement, as listed in Article XXIX, of any employee of the Department covered hereunder, the Township shall pay 100% of the employee's hospitalization insurance premiums, if he or she elects to remain in the Township's hospitalization program.

2. For all employees, the following provisions shall apply:

Hospitalization benefits shall be provided for all retirees who have 25 or more years of service to the Township, except in cases of accidental disability retirement, where there is no minimum service required.

3. For spouse coverage, employee must have been married for at least three (3) years prior to retirement.

C. DENTAL/VISION ALLOWANCE

1. Each employee is entitled to a total benefit of \$700.00 in dental expenses, payable either for participating in a Township provided plan, and/or other dental expenses incurred by that employee. In the event an employee chooses a Township provided plan which cost is in excess of the \$700.00 benefit, the difference between the plan and premium payment shall be deducted from the employee's pay check.

2. Each employee is entitled to \$250 on a reimbursement basis towards eye care, including eyeglasses. The allowance can be used for the employee and/or member of his /her family listed under their current medical coverage.

D. Effective January 1, 2009, all active employees (excluding retired employees) shall contribute semi-monthly to the cost of medical insurance premiums through payroll deductions. The payment will be made with pre-tax dollars.

The annual employee contributions shall be as follows:

For 2009-2010:

| | |
|-----------------------|---|
| Single coverage | \$12.00/month (\$6.00 per paycheck) totaling \$144.00/year |
| Married coverage | \$16.00/month (\$8.00 per paycheck) totaling \$192.00/year |
| Parent/Child coverage | \$20.00/month (\$10.00 per paycheck) totaling \$240.00/year |
| Family coverage | \$25.00/month (\$12.50 per paycheck) totaling \$300.00/year |

For 2011, 2012 and 2013:

| | |
|-----------------------|---|
| Single coverage | \$18.00/month (\$9.00 per paycheck) totaling \$216.00/year |
| Married coverage | \$22.00/month (\$11.00 per paycheck) totaling \$264.00/year |
| Parent/Child coverage | \$26.00/month (\$13.00 per paycheck) totaling \$312.00/year |
| Family coverage | \$32.00/month (\$16.00 per paycheck) totaling \$384.00/year |

All increases in premiums during the term of this Agreement shall be entirely borne by the employer. During the period of an employee's retirement, the cost of maintaining the employee's medical benefits shall be borne solely by the employer provided the employee has 25 years of participation in the PERS. In the event that legislation is passed relieving the employer from the cost of providing medical benefits for its retired employees, the employer and the DPW unit agree to reopen negotiations to discuss, solely, the effects of said legislation upon the benefits of the retired employees, in the event that said legislation may be detrimental to the benefits of the retired employees.

ARTICLE IX

SICK LEAVE

A. Sick leave is hereby defined to mean absence from post or duty of any employee because of illness, incident or exposure to contagious disease, or attendance upon a member of the employee's immediate family seriously ill requiring care and attendance of the employee.

B. Sick leave with pay shall be granted to all full-time employees at sixteen (16) days annually. If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of sick leave not taken shall accumulate to his or her credit from year to year and such employee shall be entitled to such accumulated sick leave with pay if and when needed. No employee who may be disabled whether through injury or illness as a result of or arising from his or her employment with the Township shall be required to utilize the sick leave accumulated during such period of disability.

C. Accumulated sick leave shall be determined and calculated from the date of employment.

D. If an employee is absent for reasons that entitle him to sick leave, his or her supervisor shall be notified promptly as of the employee's usual reporting time. The Township reserves the right to require proof of illness after three (3) consecutive days of absence. The Township may require an employee who has been absent because of personal illness, as a condition, of this return to duty to be examined at the expense of the Township by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his or her normal duties and that his or

her return will not jeopardize the health of employees. In case of leave of absence due to exposure to contagious disease, a certificate from the Health Officer shall be required before return to employment if requested by the Township

E. In cases where the Township suspects that a pattern of absences or an abuse of the sick leave privilege is occurring, the Township shall warn the employee who is so suspected. If, in the judgment of the Township, there remains a pattern of absences or an abuse of the sick leave privilege, then the Township may require acceptable medical evidence to substantiate the employee's right to sick leave.

F. Upon retirement, as specified in Article XXIX, an employee shall receive one-half (1/2) of his or her accumulated, but unused bank of sick leave days, in a cash payment at his or her rate of pay upon this retirement date.

G. Employees shall be enrolled in the Township's Temporary Disability Insurance program for temporary insurance coverage in accordance with New Jersey State Law which is currently seven days after the disability.

ARTICLE X

WORK RELATED INJURIES OR SICKNESS

A. The Township shall make payment of his or her full salary to any employee who receives an injury or illness as a result of or arising out of the employee's employment with the Township, which injury or illness prevents the employee from performing his or her duties, provided that the employee assigns and pays over to the Township any payments made to him or her for temporary disability under the Workman's

Compensation Laws of the State of New Jersey. This benefit shall be provided for a maximum of six (6) months.

B. In the event that there is a dispute over whether the injury or illness arose out of the employee's employment, or whether the injury or illness prevents the employee from performing his or her duties, the parties agree to abide by the decision of a Township-appointed doctor; if the employee disagrees with the doctor's conclusion, he may go to a doctor of his or her choice. If both doctors disagree, they shall mutually choose a third doctor whose opinion shall be final.

C. Costs of the Township doctor shall be borne by the Township; costs of the employee's own doctor shall be borne by the employee; costs of a third doctor, if necessary, shall be split equally.

D. The Township reserves the right to assign light duty work, if available.

E. This Article shall not be subject to the grievance procedure herein.

F. This benefit shall not be payable unless an employee is receiving Workman's Compensation benefits.

G. Employees assigned to work on Township fields on a regular basis, who come into contact with pesticides of any sort, shall undergo regular health examinations as recommended by the State Health Department. Such examinations shall be administered either by the State Health Department or any qualified physician and shall be completed at the Township's expense.

ARTICLE XI

PERSONAL DAYS

- A. In addition to any other leaves of absence set forth herein, each employee shall be entitled to three (3) personal days each year with pay to conduct personal business. An employee shall not be required to advise his superior of the reasons for the personal leave days. An employee shall give the Superintendent of Public Works or his designee, twenty-four (24) hours notice to his or her intention to take a personal leave day, except in the case of an emergency; however, in the event of an emergency, the employee shall advise his superior of the nature of the emergency.
- B. No personal days shall be provided unless the Department Director has enough personnel on hand to do the available work of the department.
- C. The granting of a personal day shall not be reasonably denied.
- D. Unused personal days may not be accumulated from year to year.
- E. At the option of the employee, unused personal days may be converted to vacation at the end of the year, provided the total amount of days does not exceed the five (5) day cap for accumulated vacation time consistent with Article VII, paragraph B.

ARTICLE XII

SALARIES AND TERMINAL LEAVE

- A. Salaries:
 - 1. Salary increases shall be as follows and as set forth on Exhibit A hereto retroactive to January 1, 2009:

| | |
|------|-------|
| 2009 | 3.75% |
| 2010 | 3.75% |
| 2011 | 3.75% |
| 2012 | 4.00% |
| 2013 | 4.00% |

Class A CDL drivers entitled to \$200.00 stipend effective January 1st each year of the contract.

2. On payday, employees shall be granted fifteen (15) minutes leave with pay in order to cash their pay checks. Employees shall use their own cars in making arrangements for check cashing. No more than one-half (1/2) of the employees shall leave work to cash checks at any one time.

B. Terminal Leave:

1. Employees hired prior to January 1, 1999, shall be entitled to terminal leave pay to the extent of 30 days for every three (3) years of service pro-rated to the Township, upon retirement.

2. Terminal leave shall be granted only after the completion of five (5) years of full-time service with the Township of River Vale and then only in the event and upon the retirement of the employee, as per Article XXIX.

3. Any employee hired after January 1, 1999 shall not be entitled to terminal leave pay.

ARTICLE XIII

LONGEVITY

A. All full-time employees, hired prior to January 1, 1999 shall receive longevity pay of one percent (1%) for each three (3) years of service with the Township with a maximum of ten percent (10%) for thirty (30) years of service.

B. Longevity shall be provided at the rate of one percent (1%) of base salary of each three (3) years of completed service and shall be computed on a pro rata basis according to the employee's anniversary date as follows:

| | |
|---|-----|
| After 3 rd year of employment | 1% |
| After 6 th year of employment | 2% |
| After 9 th year of employment | 3% |
| After 12 th year of employment | 4% |
| After 15 th year of employment | 5% |
| After 18 th year of employment | 6% |
| After 21 st year of employment | 7% |
| After 24 th year of employment | 8% |
| After 27 th year of employment | 9% |
| After 30 th year of employment | 10% |

C. Any employee hired after January 1, 1999, shall not be entitled to longevity pay.

ARTICLE XIV

CLOTHING ALLOWANCE

A. The Township shall provide the following work clothes to each employee, no later than June 1st of each year:

Four (4) pair work pants

Four (4) work shirts

Five (5) tee shirts

One (1) detachable hooded winter jacket

Rubber boots and rain suits as needed

An allowance of \$315.00 for work boots

B. Worn out uniforms shall be replaced at the discretion of the Township. Probationary workers shall receive a complete set of uniforms as listed in Section A., within a reasonable time of commencing employment.

C. Employees shall be required to wear uniforms while on duty.

D. Annual uniform cleaning allowance shall be \$400.00 for each employee and \$450.00 for the mechanic.

ARTICLE XV

JURY DUTY

A. Employees called for jury duty shall be granted leave with straight time pay less any compensation (excluding travel and meal expenses) they may receive for attending required jury duty.

B. If an employee is required to serve on jury duty, such employee shall be required to notify the Superintendent in advance and report for his or her regularly assigned work on the calendar day immediately following his or her final discharge from jury duty. If discharged from jury prior to 11:00 a.m. of a work day, an employee shall report for work for the duration of the work day.

ARTICLE XVI

MILITARY LEAVE

A. Military leave shall be granted in accordance with applicable law.

ARTICLE XVII

BEREAVEMENT LEAVE/FAMILY BIRTH LEAVE

A. BEREAVEMENT LEAVE

1. Employees shall be entitled to three (3) working days leave with no loss in regular straight pay to attend or make arrangements for the funeral of a member of their immediate family. Immediate family is defined to mean spouse, child, parent, brother, sister, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or any other relative who resides with the employee, or with whom the employee lives.

2. Bereavement leave shall not be charged against the employee's vacation or sick leave.

3. In the event that any of the persons covered in this Article reside at the time of death, more than one-hundred (100) miles from the employee's residence, the employee shall be entitled to one (1) more additional day's leave pay.

B. FAMILY BIRTH LEAVE

1. Each employee is entitled to two (2) days for the birth of his/her child.

ARTICLE XVIII

PAYROLL DEDUCTIONS

A. Upon receipt of proper written authorization, the Township shall deduct Union dues and initiation fee on a pro-rata basis and shall remit the monies collected to the Union once each month.

B. The Union agrees to indemnify and hold harmless the Township from any causes of action, claim, loss or damages incurred as a result of this Article.

C. If the rate of dues should change, the Union shall provide the Township with sixty (60) days advance notice on such change.

D. All deductions under the Article shall be subject to Chapter 233, N.J. Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15.9 (e).

E. Assignees shall have no right or interest whatsoever in any money authorized to be withheld until such money is actually paid over to them. The Township and/or any of its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments.

F. Thirty (30) days after the effective date hereof, the Township shall commence to withhold, from the paychecks of those employees who are covered by this Agreement and who have not executed authorizations permitting the Township to deduct the full amount of Union dues, a representation fee equal to 85% of the total of Union dues charged by the Union to its members. The Union represents to the Township that it has established a demand and return system and that is in compliance with all requirements imposed on it pursuant to laws 1979, c.477 and the Township's obligation pursuant to this paragraph is contingent upon the Union's continued compliance with the aforesaid Law. The purpose of the representation fee is to offset on a pro-rated basis the cost of services rendered by the Union to all employees as majority representative of the bargaining unit. At least thirty (30) days prior to the beginning of each year, the Union will give the Township written notice of the uniform membership dues charged to its members for that year. The Township will withhold the representation fee in equal installments from each paycheck. Employees who commence work after the date of this Agreement shall have thirty (30) days after the commencement of their employment to

authorize the Township to withhold the total uniform membership dues. In the event such employees do not authorize the Township to make such withholding, then the 85% representation fee shall be withheld. The Township disclaims any responsibility for the payroll deductions after the same have been forwarded to the Union and the Union agrees to indemnify and hold the Township harmless against any and all claims, demands, suits, or other actions of whatsoever kind, which may arise out of or by reasons of the payroll deduction made by the Township. Written authorization shall remain in effect unless written notice of the revocation is filed with the Township Clerk.

ARTICLE XIX

SEVERABILITY

If any provision of this Agreement, or any application of this Agreement to any employee, member or group of employees or members is held to be invalid by operation of law, by any court, administrative body or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to such invalid provision and/or its impact consistent with the law relating to negotiations and interest arbitration as set forth in N.J.S.A. 34:a2A-3 et seq. All other provisions or applications shall continue in full force and effect, and shall not be affected thereby.

ARTICLE XX

LAYOFFS

A. In the event that layoffs become necessary, such layoffs shall be made on the basis of seniority within classification, with the last hired – first laid off.

B. Notice shall be forwarded to the Union by the Township of any layoffs affecting the bargaining unit, at least thirty (30) days before such layoffs are due to become effective. Copies of the layoff notices to individual employees shall also be forwarded to the Union.

C. In the event of layoffs, those employees laid off shall remain on a re-employment list for one (1) year, and in the event the Township is in a position to rehire employees in those titles, it shall offer to rehire those employees who were laid off prior to hiring any new employees. The Township shall notify employees on the re-employment list, at their last know address, in order of “last laid off- first recalled.” A recalled employee shall

have one week from receipt of notification to respond to the Township's offer of re-employment.

ARTICLE XXI

LEAVE OF ABSENCE

- A. An official leave of absence may be granted by Resolution of the Township
- B. At the discretion of the Director and with the approval of the Township Administrator, any employee may be granted a leave of absence without pay.
- C. An employee on leave of absence without pay, except military leave, does not accrue annual leave or sick leave benefits, or any other benefits. However, he or she shall retain such seniority as he/she had when he or she left. No payments will be made to the pension system or health plan during this leave of absence, however, unless the employee agrees to bear the costs.
- D. A leave of absence shall not exceed three (3) months in length after which it may be reconsidered and any requested extension shall either be granted or denied.
- E. Employees are required to notify the Township of the anticipated date of return, as soon as such date is known to the employee. Failure to return on such date without notice shall be considered a voluntary resignation.
- F. The Township shall have the sole discretion in matters of leave of absence and each decision made shall be on its own merits. In no event shall the decision whether or not to grant a leave be precedent as to any other decision regarding a leave, nor shall denial be the subject of a grievance.

ARTICLE XXII

USE OF PERSONAL VEHICLE

A. The employee shall be reimbursed for use of their personal vehicle for work related activities at the current IRS mileage allowance.

ARTICLE XXIII

SHOP STEWARD

A. The Township recognizes the right of the Union to designate a shop steward from within the bargaining unit. The shop steward may perform those lawful duties and activities as designated by the Union, including but not limited to:

1. The investigation and presentation of grievances to the Township or the Township's designated representative, in accordance with the provisions of the Collective Bargaining Agreement;
2. The collection of dues when authorized by appropriate Union action;
3. The transmission of such messages and information which shall originate with and are authorized by the Union or its officers;
4. The authority to receive, on behalf of the Union, any communication from the Township.

ARTICLE XXIV

NO-STRIKE PLEDGE

A. The Union covenants and agrees that during the terms of this Agreement, neither the Union, nor any person acting on its behalf, will cause, authorize, or support or take part in any strike, work stoppage, slowdown, walk-out or any other job action against the Township.

B. The Union agrees that it will take reasonable actions to prevent its members from participating in a strike, work stoppage, slowdown or other activity aforementioned.

C. In the event of a strike, slowdown, walk-out, or any other job action, it is covenanted and agreed that participation in such activity by any Union member shall be deemed grounds for disciplinary action.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity.

ARTICLE XXV

PROBATIONARY PERIOD

A. During the first twelve (12) months of continuous employment, an employee shall be considered a probationary employee, and the Township may terminate his employment within that time without challenge by either the employee or the Union, and without resort to any grievance procedure or any other hearing procedure. Probationary employees shall, however, be entitled to all other benefits of this Agreement.

B. In the case of any employee being paid through any government funding of any source whatsoever, such employee shall be considered to be employed only during the times when such funding is received by the Township. In the event that funds are reduced or eliminated, such employee shall have no claim to a job with the Township whatsoever.

ARTICLE XXVI

NON-DISCRIMINATION

Neither the Township nor the Union shall discriminate against any employee because of race, creed, religion, color, age, sex, sexual orientation, national origin, union affiliation or political affiliation.

ARTICLE XXVII

DEFINITION OF SENIORITY

A. Seniority is defined to mean the accumulated length of continuous service with the Township, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury certified by a physician.

B. In the event of recall within one (1) year from layoff, seniority shall be retained from the date of the layoff, but shall not accumulate during the layoff period.

ARTICLE XXVIII

SAFETY COMMITTEE

A. It is agreed that the Union and the Township shall establish a Safety Committee made up of representatives of each group, for the purpose of investigating and making recommendations regarding matters of safety at the work place.

B. It is agreed that the Safety Committee shall meet reasonable times throughout the year by mutual agreement.

C. The Safety Committee may make recommendations to the Mayor and Council, through the Township Administrator, which recommendations shall be advisory in nature.

D. The Township agrees to provide a fire extinguisher and first aid kit in every truck operated by the department.

ARTICLE XXIX

RETIREMENT

The Township of River Vale recognizes the following types of state retirement and will grant retirement benefits as described below: (All section numbers refer to the New Jersey Public Employee Benefit Manual, New Jersey Division of Pensions latest edition).

- A. Service Retirement (as described in Section 90.1):
 - 1. Terminal Leave Payments (as described under Union contract, Article XII-B)
 - 2. ½ Sick Leave Pay (as described under Union contract, Article IX-F)
 - 3. Hospitalization (as described under Union contract, Article VIII.B)
- B. Early Retirement (as described in Section 90.2):
 - 1. Terminal Leave Payments (as described under Union contract, Article XII-B)
 - 2. ½ Sick Leave Pay (as described under Union contract, Article IX.F)

3. Hospitalization (as described under Union contract, Article VIII.B)
- C. Deferred Retirement (as described in Section 90.3):
- Employee not eligible for any Township retirement benefits.
- D. P.E.R.S. Special Veteran Retirement (as described in Section 90.4):
1. Terminal Leave Payments (as described under Union contract, Article XII-B)
 2. ½ Sick Leave Pay (as described under Union contract, Article IX-F)
 3. Hospitalization (as described under Union contract, Article VIII-B)
- E. Ordinary Disability (as described in Section 90.62):
1. Terminal Leave Payments (as described under Union contract, Article XII-B)
 2. ½ Sick Leave Pay (as described under Union contract, Article IX-F)
 3. Employee not eligible for any hospitalization benefit.
- F. Accidental Disability (as described in Section 90.63):
1. Terminal Leave Payments (as described under Union contract, Article XII-B)
 2. ½ Sick Leave Pay (as described under Union Contract, Article IX-F)
 3. Hospitalization – 6 month coverage for every 1 year service, at coverage code, at time of accident.

- G. All employees shall notify the Township of any intention to retire no later than November 1st of the year prior to such retirement becoming effective. If an employee fails to do so, he will not receive any cash terminal or retirement sick leave benefits as a lump sum until the year following his retirement.

ARTICLE XXX

TRANSFERS, PROMOTIONS AND JOB BIDS

A. A permanent job opening is defined as a job which is vacated due to promotion, transfer, termination, resignation or layoff. This does not apply to a job which an employee has vacated because of an absence due to vacation, illness, accident, leave of absence or similar reasons. Such job openings shall be considered temporary job openings.

B. The Township shall post for bid all permanent job openings for a period of five (5) days. Permanent job openings may be filled and awarded to the senior employee who has the ability to perform the required job.

C. The Township shall fill temporary job openings by canvassing employees by seniority who are currently assigned to a lower job title, and if such employee is assigned a higher title, it shall be limited to a one step increase for this temporary assignment.

ARTICLE XXXI

TRAINING AND TUITION REIMBURSEMENT

The Township and Union recognize the need for the development and training of qualified employees to fulfill the Township's needs to maintain operations, quality and service. The Township shall reimburse Union employees for the cost of tuition incurred by them for job related courses, which are approved by the Department Head, the Business Administrator and the Mayor. The course must be taken at any accredited institution of learning, including courses taken at vocational and technical centers of learning, including State Agencies. The employee must receive a passing grade.



ARTICLE XXXII

TERMS AND CONDITIONS

This Agreement shall be effective January 1, 2009 through December 31, 2013. In the event the parties hereto do not enter into a new agreement on or before midnight, December 31, 2013, this Agreement shall continue in full force and effect until a new Agreement is executed.



JOSEPH BLUNDO, MAYOR
For The Township of River Vale


Township Clerk


Allen Ayon
For The NJ Employees Labor Union
Loc 132 OPEIU Sec. Treas. / Bus. MGR.

Date: 5/4/09