

- JPW
- Bus Drivers

TWU



AGREEMENT

BETWEEN

TOWNSHIP OF JACKSON

AND

TRANSPORT WORKERS UNION OF AMERICA
AFL-CIO LOCAL 220

JANUARY 1, 2024 THROUGH DECEMBER 31, 2027

TABLE OF CONTENTS

ARTICLE 1	RECOGNITION	2
ARTICLE 2	HOURS OF WORK AND OVERTIME	4
ARTICLE 3	HOLIDAYS	10
ARTICLE 4	VACATION	11
ARTICLE 5	HOSPITAL AND MEDICAL INSURANCE	12
ARTICLE 6	DISCIPLINE AND DISCHARGE	14
ARTICLE 7	GRIEVANCE PROCEDURE	15
ARTICLE 8	SICK LEAVE-PERSONAL DAY- INJURY ON DUTY	18
ARTICLE 9	LEAVES OF ABSENCE	21
ARTICLE 10	WAGES	25
ARTICLE 11	EMPLOYEE BENEFITS	27
ARTICLE 12	GENERAL PROVISIONS	28
ARTICLE 13	PERSONNEL FILES	31
ARTICLE 14	MANAGEMENT RIGHTS	31
ARTICLE 15	SAVINGS CLAUSE	33
ARTICLE 16	MAINTENANCE OF WORK OPERATIONS	34
ARTICLE 17	DURATION	35
ARTICLE 18	CHECK OFF DUES	35
ARTICLE 19	FULLY BARGAINED AGREEMENT	36
	SALARY GUIDE	37
	TITLES AND GRADES	38

This Agreement made by and between the Township of Jackson, in the County of Ocean, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Township" and the Transport Workers Union of America, AFL-CIO and its Local 220 negotiating for the Blue Collar employees of the Public Works Department/Buildings and Grounds, hereinafter referred to as the "Union".

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Township and its employees and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law and established practices not modified by this Agreement;

NOW, THEREFORE, in consideration of these promises and mutual covenants herein contained, the parties hereto agree with each other with respect to the employees of the Township recognized as being represented by the Union as follows:

ARTICLE 1

RECOGNITION

Section 1. The Township hereby recognizes that Transport Workers Union of America, AFL-CIO and its Local 220 as the exclusive representatives for all, full-time certified and non-certified Blue Collar employees and for all permanent, part-time Blue Collar employees working a 20 or more hour week, employed by the Township of Jackson, in the Public Works Department/Buildings and Grounds, but excluding managerial executives, foremen, supervisors, confidential employees, professional employees, craftsman employees, seasonal employees, and part-time employees

working less than 20 hours per week, within the meaning of the Act. Temporary employees shall only be included subject to the PERC Agreement dated November 6, 2002, as listed below. The Township agrees to notify the Union Steward of all new hires within the bargaining unit.

- a. On the first day of the month following 60 days of employment, employees currently classified as "temporary" pursuant to N.J.A.C. 4A: 4-1.7 will be eligible for unit membership and contractual benefits, as set forth in the Council's memorandum of March 12, 2002, which excludes the following: uniform allowance, floating personal days, annual contractual salary, above class pay, and bereavement leave.
- b. Such "temporary" employees will specifically be eligible for union representation, including grievance and disciplinary protections, by TWU.
- c. Upon attainment of permanent status, employees will be eligible for full benefits and protections under the collective bargaining agreement, including annual contractual salary.
- d. The employer agrees to advise TWU upon the hire of employees designated "temporary" pursuant to N.J.A.C. 4A: 4-1.7, as above.

Section 2. This Agreement shall govern all matters and conditions of employment herein set forth.

Section 3. This Agreement shall be binding upon the parties hereto.

ARTICLE 2

HOURS OF WORK AND OVERTIME

Section 1. The regular workweek for all full time employees shall consist of not more than forty (40) hours, on a schedule of not more than eight (8) hours per day, exclusive of the lunch period, Monday through Friday from 7:00 am to 3:30 p.m., which will include 15 minutes of "wash-in" time. For payroll purposes, a pay week shall be defined as Saturday through Friday. Dependent upon the need of the Township, management may assign employee(s) in the Motor Pool Truck Side, Transfer Station, Compost Site and those employees holding the titles of Building Maintenance Worker, Senior Building Maintenance Worker, Bus Driver, and Sanitation Worker to an alternate work schedule. Said alternate schedule may include weekend and/or evening assignments. All employees assigned to an alternate work schedule shall receive a 5% pay differential. When such change of schedule is needed it shall be offered to all such employees in that particular classification on a rotation seniority basis. This alternate schedule shall apply to only new employees (employees hired after August 12, 1996) in the Motor Pool Car Side and Truck Side.

Section 1a. All employees are to punch in at the beginning of their shift and punch out at the end of their shift using the time clock installed nearest their workstation (when required). Any missed punches should be reported immediately to the supervisor. There will be a seven (7) minute grace period to punch in both before and after the start or end of a shift. The grace period is not to be construed as permission for late arrivals or early departures.

Section 2. All work performed in excess of forty (40) hours in one (1) week, or eight (8) hours in one (1) day, shall be considered overtime and shall be compensated at the rate of time and one-half; for the calculation of overtime, actual hours worked and paid accrued time such as sick, vacation, personal, paid holiday, injury on duty, and use of comp time shall count towards the 40 hour work week, or eight hour work day requirement. When an employee has expired all sick or accrued time and is in non-pay status for that workweek, no overtime wages shall be paid for weekend duty. Straight time hours shall be paid until he/she meets the forty (40) hour work requirement.

After the twelfth (12th) hour of work and every four (4) hours thereafter, employees shall receive a meal allowance not to exceed twenty (\$20.00) dollars, which shall be paid within eight (8) weeks of entitlement. Furthermore, after the twelfth (12) hour of work, the employee shall also be entitled to a one-half (1/2) hour break and every four (4) hours thereafter, the employee shall be entitled to a fifteen (15) minute break.

Section 3. The Township shall continue the procedure of authorizing a twenty (20) minute rest break at 9:00 a.m., or thereabouts, as well as providing forty (40) minutes for a lunch break at 12:00 p.m. or thereabouts. It is understood that the work force in the afternoon shall be allowed to stop for a beverage (coffee/soda) enroute between locations.

Section 4. At the option of the employee and with the concurrence of the Director of the DPW or his/her designee or other appropriate authority as may be designated by the Municipal Administrator or Mayor, compensatory time off shall be authorized in lieu of time

and one-half overtime pay computed at the same rate of 1 ½ hours for each hour of overtime. The maximum compensatory hours shall be One-hundred (100%) percent per occurrence in each instance of overtime worked. The employee shall have the option of requesting payment for comp time accrued in a calendar year or accumulating it into the next year. Notification of payment shall be submitted to the Municipal Administrator no later than November 1st of each year. Any comp time accumulated after November 1st of that calendar year must be carried over into the next calendar year and taken as time off. Employees may request the use of compensatory time with less than 24 hours notice, the granting of which shall not be unreasonably withheld.

Section 5. The following provisions shall govern "call-in time" and "stand-by":

(a) All employees shall be guaranteed a minimum of four (4) hours pay in any twenty-four (24) hour period when called-in for work performance. Employees may be required to work all 4 hours to receive the 4 hours of guaranteed minimum overtime pay. For this purpose, "called-in" is defined as the summoning or notification of an off-work employee to report for work at a time other than his/her regularly scheduled shift. If, upon being "called-in", an employee develops an illness while there is still work to be performed, and reports off, he/she shall be paid only for those hours of actual work performance.

(b) An employee ordered to be on stand-by shall be compensated for two (2) hours pay at his regular hourly rate of pay for each day of weekend stand-by, for a total of four (4) hours pay per weekend; provided however, that if such employee is "called-in" he shall not be entitled to

such stand-by pay, but shall receive the guaranteed "call-in" pay.

(c) An employee ordered to be on stand-by on a week day shall be compensated two (2) hours pay at his regular hourly rate of pay; provided, however, that if such employee is "called-in" he shall not be entitled to stand-by pay, but shall receive the guaranteed "call-in" pay.

Section 6a. In the event of a declared emergency (weather or otherwise), where the municipal offices are shut down, and employees covered by this agreement are required to report to work or remain at work, said employees shall be paid their regular day's pay (provided the employees not required to work are not docked during this shut down) PLUS time and one-half for all hours worked.

Section 6b. In the event of a declared emergency (snow or otherwise) by the Mayor, the employee will be paid overtime continuously from the time of being notified to come in to work, or stay beyond their normal work hours, until they sign out. Once the employee is on overtime, they will remain on overtime until signing out. This provision does not apply to those who report for their regular shift, unless another provision of this Article applies. Example: If employee reports to work at 4 a.m. and stays until 7 p.m., that employee will be paid time and one half their hourly rate for ALL hours worked. For the employee who reports at the start of their shift but stays past, they will only receive time and one half after completion of their regular shift, until they sign out.

Section 7. If an employee is called-in prior to 2:00 a.m., it will be considered as having worked all night

and said employee will be eligible for pay as per Section 8. Additionally, if an employee has worked at night but is sent home between 2:00 a.m. and 7:00 a.m., they do not have to report to work until 11:00 a.m. the next day but will be paid from 7:00 a.m.

Section 8. In the event an employee works all night and until 11:00 a.m. the next day because of a declared emergency, the employee will be paid for the remainder of their shift. If the employee is required to work past 11:00 a.m., all time worked after 11:00 a.m. shall be considered overtime. Therefore, the employee will be paid their straight pay from 11:00 a.m. to the completion of their shift PLUS time and one half for all hours worked beyond 11:00 a.m. Employees will also have the option of using their own time after 7:00 a.m. to reach the 11:00 a.m. cutoff (cutoff based on a workday of 7:00 a.m. - 3:30 p.m.).

Section 9. For the purpose of this Article, overtime, call-in and standby for foremen, supervisors or assistant supervisors (management personnel) will not be utilized to displace a union employee for skilled or unskilled labor. Overtime, call-in and standby for foremen will be at the discretion of the Director of the DPW or his/her designee or other appropriate authority as may be designated by the Municipal Administrator or Mayor.

Section 10. The maximum amount of compensatory time an employee is permitted to accrue shall be 240 hours (i.e. - not more than 160 hours of actual overtime hours worked). An employee who has accrued the maximum number of compensatory hours shall be paid overtime compensation in cash for any additional overtime hours of work.

Section 11. Seniority for the purposes of assigning overtime shall be based on classification and date of hire and shall be performed on a rotation basis. Once management becomes aware of a potential overtime situation (ex. Scheduled vacation coverage, weekend/after hours work) they shall post it within 24 hours.

Section 12. Supervisors or support staff will call two (2) phone numbers which are to be provided by the employee, for overtime calls before attempting to contact the next person.

Section 13. All overtime will be reported to the Union Representative on a daily basis. Any assigned overtime from both divisions will be posted on the bulletin board in the hallway.

Section 14. Employees will have the opportunity to review their overtime and above class turn in amounts before it is sent to payroll with a copy going to the Union Representative.

Section 15. Any employee required to work on a Sunday shall receive double time for all hours worked EXCEPT that employees who are regularly scheduled to work on a Sunday as part of their normal work week (Friday-Tuesday Schedule) and are required to work on a Thursday shall receive double time for all hours worked.

ARTICLE 3

HOLIDAYS

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

Section 2. Holidays falling on Sunday shall be celebrated on the following Monday. Holidays falling on Saturday shall be celebrated on immediately preceding Friday.

Section 3. No employee shall be required to work on any Holiday specified in this Agreement unless approved by the Director of the DPW or his/her designee or other appropriate authority as may be designated by the Municipal Administrator or Mayor. Employees who work on such Holidays shall be compensated at time and one-half at his or her regular rate of pay, plus his or her holiday pay, with the exception that employees who work on Thanksgiving Day, Christmas Day or New Years Day shall be paid double time. Employees that work an alternate shift and are required to work Easter Sunday, will instead work Good Friday and receive Easter Sunday off. For employees that work an alternate shift, in the event that Christmas or New Year's Day fall on a weekend, the employee shall work the Township observed holiday and have the actual holiday off.

Section 4. Employees working an alternate shift shall be given the option of taking a day in comp time or pay when their day off falls on a holiday.

ARTICLE 4
VACATIONS

Section 1. Vacation shall be as follows:

(a) New full-time employees shall be entitled to one (1) working day of vacation leave upon completion of employment for each month of the first year, up to thirteen (13) working days vacation leave at the completion of the first year.

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

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

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

(e) For fifteen (15) or more years of service, twenty-five (25) working days of vacation during each year.

Section 2. Vacation leave for the year is to be prorated in the event the 5th, 10th, or 15th anniversary of service falls during the calendar year.

Section 3. Employees shall be entitled to carry over of vacation days pursuant to N.J.S.A. 11A:3-1 and 3-7.

Section 4. Permanent part-time employees working a twenty (20) or more hour work week shall be entitled to vacation leave prorated on the basis of such employee's normal work week.

Section 5. An employee who terminates his or her employment with the Township, or whose employment is terminated by the Township, shall be entitled to all vacation time and/or vacation pay, of which the last year will be pro-rated.

Section 6. All employees will receive a statement of their accrued leave balance by the 10th of each month.

Section 7. Vacation days will not accrue when an employee is on an unpaid sick leave for 14 calendar days or longer. As used herein sick leave includes injury leave.

ARTICLE 5

HOSPITAL AND MEDICAL INSURANCE

Section 1. (a) The Township shall provide the New Jersey State Health Benefits Plan coverage for each employee with dependent coverage. The Township retains its exclusive right to change insurance carriers, provided an equal or greater coverage is maintained.

(b) All full-time employees and all permanent part-time employees working thirty (30) or more hours per week shall be eligible to participate in the medical benefit programs. Employees hired on or after 1/1/19 shall be limited to elect enrollment in either the Aetna Liberty, OMNIA Health Plan, or Freedom Direct 20/35. Any employee hired prior to 1/1/19 who is not currently enrolled in the OMNIA, Aetna Liberty Plan or the Freedom Direct 20/35 Plan chooses to switch to one of those plans the Township will pay that Employee per year \$500 for single coverage or \$1,000 for family coverage for switching to the plan. Employees who switch to one of the new plans must remain in

the new plan for a minimum of two (2) years. This incentive payment will be paid to the employee in the first paycheck of January of every year in a lump sum amount.

Section 2. The Township shall continue to provide dental service insurance coverage (100% preventative and diagnostic) to all full-time employees and permanent part-time employees working thirty (30) hours or more per week, and their dependents, at no premium cost to them. Said plan shall be the New Jersey Delta Dental Plan or its equivalent. In addition, the maximum payout per patient per calendar year shall be \$1,500 and the lifetime maximum payment per patient for orthodontic services is \$2,000.

Section 3. The Township shall provide a Disability Plan for each full time employee covered under this Agreement for non-job related injuries at the current contribution rate for each period covered by this contract. Said disability plan shall be the Standard Disability Plan or its equivalent, and will include a seven (7) day elimination period and an offset for salary continuation. The Township will pay $\frac{1}{2}$ of 1% of the total salary of the employee and the employee will pay $\frac{1}{2}$ of 1% of his/her total salary per annum as premium costs.

Section 4. The Township shall provide an optical plan for each full-time employee and for all permanent part-time employees working a thirty (30) or more hour work week at no premium costs to them. Said plan shall be the EYEMED Vision Expense Benefit Plan or its equivalent.

Section 5. The Township shall provide prescription plan coverage (family coverage) for each full time employee and permanent part-time employees working a thirty (30) or more hour work week at no premium cost to them. Said

prescription plan shall be the New Jersey State Health Benefits Plan or its equivalent.

Section 6. The Township shall provide a Long Term Disability Plan for all employees covered under this Agreement at no cost to the employee. Said plan shall be the Unum Long Term Disability Insurance or its equivalent.

Section 7. All employees shall contribute to the cost of their medical and prescription benefits provided in this Article in accordance with the percentages set forth in the grids established by P.L. 2011, Ch. 78.

Section 8. Any employee waiving health insurance coverage shall be paid 25% of the savings or \$5,000, whichever is lesser, for their eligible coverage, i.e. Family, Husband and Wife, calculated based on the Omnia Plan. This waiver payment will start in 2020 as it does not include those that already opted-out prior to this agreement.

ARTICLE 6

DISCIPLINE AND DISCHARGE

Section 1. All major discipline as defined by the New Jersey Department of Personnel rules and regulations (New Jersey Administrative Code) (N.J.A.C. 4A:2-2) shall be processed in accordance with New Jersey Department of Personnel procedures. Employees shall have the right to appeal to the Department of Personnel within twenty (20) days from those disciplinary actions over which the Department of Personnel has jurisdiction.

Section 2. Minor discipline is a formal written reprimand or a suspension or fine of five working days or

less (N.J.A.C. 4A:2-3.1). An employee has the right to appeal minor discipline within ten (10) working days of receipt of a letter implementing such discipline.

Section 3. Notice of all disciplinary actions shall be furnished to the Local Office and Union Chairperson.

Section 4. All discipline, whether major or minor, shall be issued, either in the form of a PNDA or a Minor Disciplinary Notice, within 15 days of the date that the person who has the authority to file the charges has sufficient information to do so.

ARTICLE 7

GRIEVANCE PROCEDURE

Section 1. General Policy:

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

(b) Changes in the past practice/policy in order to implement contract language will be discussed with the Union Local Office and Union steward prior to implementation. Copies of proposed changes will be provided to the Local Office before such discussions. All proposed policies and policy changes by a Department Head that effect the terms and conditions of employment will be submitted to the Township Administrator for a review prior to implementation.

(c) The purpose of this procedure is to secure at the lowest possible level an equitable solution to the

problems which may arise affecting the terms and conditions of employment under this Agreement.

Section 2. Definition.

The term "grievance" as used herein means an appeal by the Union on behalf of an individual employee, or group of employees, from the interpretations, applications or violation of this Agreement.

Section 3. Grievance Procedure.

Step One: Verbal Grievance..

Whenever an employee has a grievance, he or she and the Union Steward shall first present it verbally to his or her supervisor within ten (10) working days after the event giving rise to the grievance has occurred. It is the responsibility of the supervisor to arrange a mutually satisfactory settlement of the grievance within four (4) working days of the time it was first presented to him/her, or failing in that, the supervisor, must within that time advise the employee of the inability to do so.

Step Two: Written Grievance

When an employee is informed by his or her supervisor that the supervisor is unable, with the discretion permitted, to arrange a mutually satisfactory solution to the grievance, the Union may submit the grievance to the Municipal Administrator or his/her designee in writing within ten (10) working days of the supervisor's response. The written grievance at this step shall contain the relevant facts, the applicable Section of the Contract allegedly violated, and the remedy requested by the grievant. The Municipal Administrator or his/her designee shall meet with up to two (2) Union representatives and grievant upon their request within ten (10) working days of

receipt of the written grievance. A written decision on the grievance shall be issued within fifteen (15) working days of the submission or meeting, whichever is later, by the Municipal Administrator or his or her designee.

Step Three:

The Union may file an appeal with the Township Mayor if the Union is not satisfied with the decision rendered by the Municipal Administrator or his/her designee. Such appeal shall be presented in writing to the Mayor within ten (10) working days after receipt of the decision of Municipal Administrator or his/her designee. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Mayor shall review the grievance and respond, in writing, within twenty (20) working days of the submission.

Step Four:

If the grievance is not settled through Steps One, Two or Three, the Union shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within twenty (20) working days after receipt of the Mayor's final decision. The Arbitrator's fee, and expenses, if any, shall be borne jointly by the Employer and the Union. Preparation and presentation expenses shall be borne separately by each party. The arbitrator shall not have the authority to add to, modify, detract from or alter or supplement thereto. The decision of the arbitrator shall be final and binding.

Section 4. a. Since it is intended that most, if not all, grievances can and should be settled without the necessity of reference to the Mayor (Step 3), no grievance

will be heard or considered by the Mayor which has not first passed through the above described steps unless the parties mutually agree to waive such steps.

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

c. If the Township fails to meet or answer any grievance within the prescribed time limits as herein provided, such grievance may be processed to the next step. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. Nothing herein shall prevent the parties from mutually agreeing to extend the time limits for any Step in the grievance procedure.

ARTICLE 8

SICK LEAVE-PERSONAL DAY-INJURY ON DUTY

Section 1. Sick Leave

After the first year of full time employment wherein the employee accrues 1 ¼ sick leave days for each completed month of employment, the Township agrees to grant its employees fifteen (15) days sick leave, with pay, per year. Same to be accumulative from year to year, unless the employee utilizes the option provided in Section 2 below. Permanent, part-time employees working a 20 or more hour work week shall be entitled to such sick leave on a prorated basis.

a. The Township agrees to establish a voluntary Donated Leave Program.

Section 2. Payment for Sick Days

a. In the later portion of each calendar year within this contract, an employee shall have the option of taking any unused portion of the accrued fifteen (15) sick leave days of that year in straight pay, provided that notification of the desire to use this option is submitted in writing, via the Director of the DPW or his/her designee or other appropriate authority as may be designated by the Municipal Administrator or Mayor to the Municipal Administrator, no later than November 1, of each year.

b. Sick days used in this option shall be deducted from the accumulative sick leave total of the employee and shall not be applicable to the Bonus Pay Program.

Section 3. Sick Leave Retirement Benefit

a. All permanent employees hired prior to January 1, 1996 shall, at his/her retirement in good standing, cause to be paid to him or her the full amount of accrued pro-rated sick leave up to a maximum of 130 days. Employees hired by the Township effective January 1, 1996 and thereafter, and retiring in good standing shall cause to be paid to him/her the full amount of sick leave accrued and pro-rated up to a maximum of \$12,000.00.

b. Effective January 1, 1996 and thereafter, the Employee shall be paid a lump sum for all accumulated sick leave at his/her current rate of pay. In addition to the above payment, employees hired prior to January 1, 1996 and retiring in good standing, shall receive a ten (10%) percent bonus. This bonus shall be calculated on the employee's gross pay. (Example: 1,000 hours (accumulated time) x \$15.00 (current hourly pay) = \$15,000 x 10% (bonus) = \$1,500.00. Total payment to Employee: \$16,500.00.

c. Sick day accrual shall be pro-rated in the final year of employment if retirement is not effective January 1st of the following year.

d. In the event of the death of a permanent employee up to a maximum of 130 days of accumulated/pro-rated sick time shall be paid to the employee's beneficiary.

Section 4. Notification of Employer

In the event that an employee must call-in due to sick or personal reasons to be excused for the day, a grace period will be given for calling in. Said grace period is set at 7:00 a.m. All employees who do not call in by 7:00 a.m. will be considered as a "No call", "No Show" and will be considered AWOL and will be docked for the day and may be subject to disciplinary action. In the event the employee cannot reach the office due to the emergency nature of the telephones within the Public Works Department, every due consideration will be given to said employee. The Township will set up an additional telephone line in the Public Works Department for calling in of an employee.

Section 5. Personal Days

a. Each employee shall be granted five (5) days of personal leave per year to be deducted from sick leave. The use of said personal days shall be subject to approval by the Department Head and Municipal Administrator, which approval is not to be unreasonably withheld.

b. Each employee shall be granted three (3) personal days in each calendar year, which is non-

deductible from sick leave. Said personal day is to be taken within the calendar year and is not accruable from year to year. New employees starting within the calendar year shall receive a personal day on a pro-rata basis.

Section 6. Injury on Duty

An employee on Workman's Compensation will follow the Workman's Compensation Policy. No accumulated sick leave is to be deducted while IOD leave is being processed. However, if the insurance carrier determines that a particular case is not deemed as IOD, those days are to be deducted from sick leave.

ARTICLE 9

LEAVES OF ABSENCE

Section 1. Leaves of Absence

Employees shall be granted extended leaves of absence without pay not to exceed six (6) months beyond the accumulation paid sick leave referred to during periods of lengthy illness or disability so certified by a medical doctor pursuant to N.J.A.C. 4:1-17.2 and may be extended an additional six months at the Township's option.

Section 2. Union Business Leave

A. The Township agrees to grant four (4) hours per month, non-cumulative, to all Union Officials selected to perform work for the Union, upon notice from the Union Official to the Immediate Supervisor.

B. The members of the Union's Section Negotiating Committee shall be granted time off from duty with full pay for all meetings between the Township and the Union for the purposes of negotiating the terms of an agreement when such

meetings take place at a time during said employees' regular working hours.

C. Union Officials and duly authorized Representatives, whose names and identification have been previously submitted to and acknowledged by the Township, shall be admitted to the premises of the Township on Union business. Permission for such visits shall not be unreasonably withheld. Such Union Officials shall have the opportunity to consult with employees in the unit before the start of the work shift, during lunch or breaks, or after completion of the work shift. Access to the premises as set forth in this paragraph shall not be given by the Township to any employee organization other than to the Union set forth herein or to any officer or representative of such other employee organization for the purpose of communicating with employees in this unit.

D. The Employer will provide a bulletin board in a conspicuous location in the buildings where employees covered by this Agreement are employed.

E. Meeting Facilities: Representatives of the Union shall be permitted to transact official Union business on Township property at such times and places to be determined in accordance with prevailing Township policy, procedures and regulations. It is understood that all meetings of the Union shall be held so as not to interfere or interrupt normal Township operations and at no additional cost to the Township. The request for scheduling all meetings shall be made through the Municipal Administrator.

F. One (1) full time elected Union Officer shall be granted unpaid leave to serve as an elected officer of the TWU. Such leave will coincide with the applicable term of duty of the office held. The Township shall continue to pay the employee's wages and benefits and shall be reimbursed by the Union. During such leave the employee will continue to accrue seniority. The employee will not accrue vacation time, sick time, personal days or holidays during the applicable term of duty of the office held. The administrator must be given thirty (30) days of notice of said leave of absence. The Township shall make every effort to accommodate the employee in unusual circumstances.

Section 3. Jury Duty and Witness Leave

a. Any bargaining unit employee who loses time from his/her job because of jury duty as certified by the Clerk of the Court shall be paid by the Township his/her full wages and the employee shall reimburse the Township all jury duty fees, minus travel allowance, for performing said jury duty service subject to the following conditions.

1. The employee must notify the Municipal Administrator or his/her designee upon receipt of a summons for jury service;

2. The employee has not voluntarily sought jury service.

3. The employee submits adequate proof of the time served on the jury and the amount received for such service.

4. No employee is attending jury duty during vacation and/or other time off from Township employment; and

b. If, on any given day an employee is attending jury duty, he/she is released by the Court prior to 10:00 a.m. that employee shall be required to return to work by 12:00 noon that day in order to receive pay for that day.

c. The Township agrees to allow a reasonable period, with pay, to any employee called upon to testify in a legal proceeding in connection with said employee's official duties as a municipal employee, provided a subpoena is legally served upon said employee.

Section 4. Military Leave

All bargaining unit employees shall be entitled to Military Leave in accordance with State Statutes including the New Jersey Administrative Code 4A:6-1.11.

Section 5. Bereavement Leave

a. In the event of the death in the employee's immediate family, the employee shall be entitled to five (5) working days funeral leave, which must be taken on consecutive work days, and which must commence between the day of death or the day of the funeral. This leave shall not be deducted from any other leave and shall be granted as many times as may be necessary during any given year. Proof of the need for bereavement leave may be requested by Management.

b. The term "immediate family" shall be defined as Spouse, N.J. Domestic Partner, Children, Step-Children, Father, Mother, Step-parents, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law,

grandparents, great-grandparents, grandchildren, and great-grandchildren of the employee or employee's spouse.

c. Two (2) days of bereavement leave, which must be taken on consecutive work days, shall be granted to the employee in the event of the death of an aunt, uncle, niece or nephew of the employee or employee's spouse. At the discretion of the Business Administrator, an employee may be required to provide proof of the need for such leave.

d. If travel time is required, the Municipal Administrator or his/her designee may grant up to one (1) additional day of bereavement leave.

ARTICLE 10

WAGES

Section 1.

a. Wages for the years 2024-2027 shall be as set forth in the attached salary guide, with the increase in 2024 being retroactive to January 1, 2024

b. In the instance of promotions, an employee will be placed on the proper step of the guide in the year of the promotion; unless the employee is over the guide when promoted, he or she shall remain at his or her existing salary.

c. Anniversary date is based on start date less certain leaves of absence and suspension without pay, in accordance with N.J.A.C. 4A:8-2.4. Employees shall move through the guide commencing with their anniversary date.

Section 2. a. In addition to the annual basic wage, there shall be paid to each qualified full time employee an additional salary, a longevity increment of two

(2%) percent of his/her base pay upon completion of the first five years of continuous employment, five (5%) percent of base pay upon completion of ten years of continuous employment, eight (8%) percent of base pay upon completion of fifteen years of continuous employment, and ten (10%) percent of base pay upon the completion of twenty years of continuous employment, the maximum longevity being ten percent.

b. Beginning March 1, 1993 and thereafter, all employees hired by the Township of Jackson shall be paid only their base rate of pay. No employee hired on/after March 1, 1993, shall be entitled to or receive longevity pay. All employees hired prior to March 1, 1993 shall continue to receive all longevity benefits as outlined in Section 2(a) of this Article.

Section 3. Tuition and required text books of a particular job related course will be paid for by the Township when the employee has been authorized to attend that particular job related course by the Director of the DPW or his/her designee or other appropriate authority as may be designated by the Municipal Administrator or Mayor.

Section 4. Any employee temporarily assigned by the Township to perform the duties of a higher classification shall receive a salary differential of one (1) hour's additional pay for each higher classification for each day of such temporary assignment. "Temporarily assigned" for the purpose of this section is defined as eight (8) or more consecutive hours, or one (1) or more consecutive eight (8) hour shifts. Said above class shall be determined by and approved by the Municipal Administrator.

Section 5. The Township agrees to pay to all employees who obtain a CDL (Commercial Driver's License) a one-time bonus of \$250.00. The Township and Union shall develop a training program for all employees to prepare them for their CDL testing. All new hires must have a CDL License Class A to work on the truck side and a Class B to work on the car side in addition to all new appointments. Existing employees are encouraged to obtain such licenses.

ARTICLE 11

EMPLOYEE BENEFITS

Section 1.

a. The Township agrees to continue present benefits as provided by the Township Code.

b. The Township will establish an IRS Section 125 Plan no later than January 1, 2012. Employees will thereafter be permitted to set aside a portion of the salary into a pre-tax account to be utilized for child care, elder care, and/or health care expenses.

Section 2.

a. In order to insure that all current and future employees are adequately and appropriately equipped for assuming duties, each member of the bargaining unit shall receive a uniform and maintenance allowance of \$750.00 for the year 2019 and thereafter, as well as an annual shoe allowance of \$200.00 towards OSHA approved shoes. Payment for this entitlement shall be made in the first pay period in May of each calendar year covered by this Agreement.

b. The Township reserves the right to institute such new uniform/shoe standards as deemed necessary and

appropriate. The Township will provide at least thirty (30) days written notice of implementation of any change in standards. In addition, the Township will supply the initial allotment of new clothing to the employee at NO cost to them.

c. Failure to wear the authorized uniform in a proper fashion may result in disciplinary action being taken against said employee and the distribution of subsequent uniform allowances through a voucher system.

ARTICLE 12

GENERAL PROVISIONS

Section 1. NON-DISCRIMINATION

a. The Township and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, age, union activity, or political affiliation.

b. The Township and the Union agree that all employees covered under this Agreement shall have the right without fear of penalty or reprisal to form, join and assist any majority representative or to refrain from any such activity. There shall be no discrimination by the Township or the Union against any employee because of the employee's membership or non-membership activity or non-activity in the Union.

Section 2. SAFETY

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

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

c. Employees shall not be required to use machinery if Safety Committee consisting of the Director of the DPW or his/her designee or other appropriate authority as may be designated by the Municipal Administrator or Mayor, or some other management designee, the Head Mechanic, and a representative of the Union, certifies that it has a safety defect and it is not in working order, or that it would be dangerous to operate.

d. Employees will have the right to refuse, and cannot be ordered to use, Department vehicles that are UNSAFE, under the NJ Division of Motor Vehicles Statutes. As may be determined by Motor Pool Staff, Safety Committee and Management. Examples:

1. Exhaust Fumes
2. Gas Fumes
3. Brakes, Tires, Steering (Front End)
4. Climate Control (Heater, Defroster, etc.)
5. Lights - External including Emergency Lights

All vehicles, trucks and machinery equipped with Air Conditioning shall have the system in proper working order.

e. It is recognized by the Township and Union that employee safety is of utmost importance and employee knowledge of proper procedures critical. Therefore, the Township shall grant designated Union employees time off with pay to attend authorized safety functions/seminars. Said functions/seminars must be approved by the Department

Head and the Municipal Administrator and shall not exceed annual aggregate of sixteen (16) hours.

f. All accidents and/or injuries shall be immediately reported to the employee's supervisor, failure to report an accident and/or injury may result in management's disapproval of an on the job injury claim.

g. An employee who is injured during the course of his/her employment and is immediately sent for medical treatment and is unable to return to work shall be paid for the shift, not to exceed eight (8) hours straight time.

Section 3. Any written statement or verbal agreement between an employee and the Township which may be contrary to or in conflict with the terms and conditions of this Agreement shall be null and void.

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

Section 5. Seniority is defined as the date of hire. Seniority, as determined and defined by N.J.S.A. 11A:9-10 shall prevail at all times; provided, however, that when making a provisional appointment the Township need not appoint the senior employee unless such senior employee is qualified to perform the duties of the provisional appointment.

Section 6. The Township agrees that it will post promotional vacancies as they arise. The parties recognize the fillings of such positions are in accordance with Department of Personnel (DOP) Rules and Regulations.

ARTICLE 13

PERSONNEL FILES

Section 1. The Township shall establish personnel files, which shall be maintained under the direction of the Township.

Section 2. Employees covered under this Agreement may, by reasonable request during normal business hours, review in the presence of an individual designated by the Township or his designee, their personnel file, including any written reports or written complaints which may be contained in his/her personnel file. Upon request, an employee shall receive within a reasonable time, a copy of any document in his personnel file. The Township may charge for copies in its discretion.

Section 3. Employees shall be permitted to insert any documents desired into their personnel file pertaining to their employment with the Employer.

ARTICLE 14

MANAGEMENT RIGHTS

Section 1. The Union recognizes that there are certain functions, responsibilities, and management rights exclusively reserved to the Township. All of the rights, power, and authority possessed by the Township prior to the signing of this Agreement are retained exclusively by the Township subject only to such limitations as are specifically provided in this Agreement, or applicable laws. It shall be mutually agreed that the Township as Employer and the Union as employees, will abide by Title 4A Department of Personnel of the Revised Statutes of New

Jersey, and the Rules and Regulations of the Department of Personnel. No provision of this Agreement, will, in any way, contravene the authority and responsibility of the Department of Personnel. The Township shall have the right to determine all matters concerning the management or administration of the various departments of the Township, the right to direct the various departments, to hire and transfer employees, to combine and eliminate jobs, and to determine the number of employees needed for specific job assignments.

Section 2. Nothing in this Agreement shall interfere with the right of the Township in accordance with the applicable law, rules and regulations to:

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

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

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

be affected until non-certified personnel performing the same functions are laid off.

Section 3. The Union recognizes Township's right to record employee's time in a matter deemed appropriate by the Township. (Note: The parties agree that there will be no surveillance).

ARTICLE 15

SAVINGS CLAUSE

Section 1. If any clause or provision of this Agreement is deemed illegal and/or invalid through a court decision or legislation, that clause or provision shall become null and void. All other clauses or provisions of this Agreement shall not be affected, and shall remain in full force and effect.

Section 2. If any clause or provision of this Agreement is deemed illegal and/or invalid, the Township and the Union, upon the request of either party, shall meet and discuss the clause or provision in question. Neither the Township nor the Union shall be obligated to agree to a modified, alternate, or replacement clause provision.

Section 3. Any written statement or verbal agreement between an employee and the Township which may be contrary to or in conflict with the terms and conditions of this agreement shall be null and void.

ARTICLE 16
MAINTENANCE OF WORK OPERATIONS

Section 1. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support nor will any of its members take part in any strike, work stoppage, slow-down, walk-out or other illegal job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement only if the Union authorizes, approves or condones such action.

Section 2. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned, or support any such action by any other employee or group of employees by the Township, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and return to work. Nothing herein shall be construed to restrict the employee's rights under the First Amendment of the United States Constitution.

Section 3. Nothing contained in this Agreement shall be construed to limit or restrict the township or the Union in its right to seek and obtain such judicial relief as may be entitled to have in law or in equity for injunction or damage, or both, in the event of such breach by either party or their representatives or its members.

Section 4. The Township agrees that it will not engage in a lockout of any of its employees.

ARTICLE 17

DURATION

Section 1. The provisions of this Agreement found in Article 10, Section 1, dealing with wages shall be in effect from **January 1, 2024 to December 31, 2027.**

Section 2. Notice to terminate this contract shall be given in writing by either party no later than November 1, 2027.

ARTICLE 18

CHECK OFF DUES

Section 1. The Township shall deduct from each employee's wages such Union dues and fees as may be specified by the Union, from all employees covered by this Agreement who have voluntarily agreed to such deduction in writing. Said deductions shall be deducted from such employee's salary for the first pay period of each month and forwarded to whomsoever is designated by the Union.

Section 2. The Township agrees to deduct and transmit to the Union the amount specified from the wages of those employees who voluntarily authorize COPE contributions on the forms provided for that purpose by the Transport Workers Union Committee on Political Education.

ARTICLE 19
FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within knowledge or contemplation of either or both of the 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 an instrument in writing duly executed by both parties.

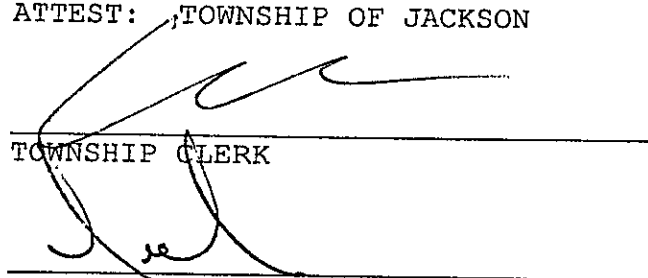
IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals this 4 day of May, 2024.

ATTEST: TOWNSHIP OF JACKSON



TOWNSHIP CLERK

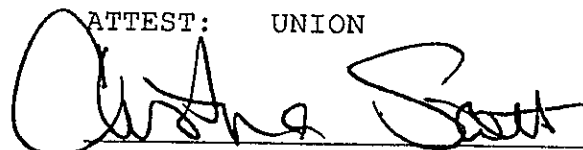
DATED: 5/4/2024



MAYOR

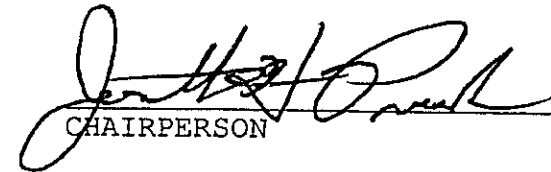
DATED: 5-4-2024

ATTEST: UNION



PRESIDENT

DATED: 5/2/24



CHAIRPERSON

DATED: 5/2/24

SALARY GUIDE

2024

Pay Grade	Starting	1-3 YRS	4-9 YRS	10-14 YRS	15-19 YRS	20-24 YRS	25-29 YRS	30+ YRS
1	44,262	45,821	48,424	50,051	51,025	52,001	52,981	53,998
2	44,911	47,513	53,321	55,050	56,089	57,159	58,269	59,388
3	46,211	48,814	54,704	56,443	57,523	58,643	59,765	60,912
4	47,187	49,789	55,742	57,523	58,643	59,765	60,930	62,100
5	48,162	50,765	56,802	58,543	59,765	60,930	62,096	63,288
6	49,854	52,456	58,717	60,619	61,784	62,984	64,194	65,427
7	51,415	54,065	60,541	62,500	63,709	64,920	66,128	67,398
8	52,981	55,750	62,420	67,338	68,226	71,369	78,065	79,564

2024 % Inc->	7.00%
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2025

Pay Grade	Starting	1-3 YRS	4-9 YRS	10-14 YRS	15-19 YRS	20-24 YRS	25-29 YRS	30+ YRS
1	46,918	48,570	51,329	53,054	54,087	55,121	56,160	57,238
2	47,606	50,364	56,520	58,353	59,454	60,589	61,765	62,951
3	48,984	51,743	57,986	59,830	60,974	62,162	63,351	64,567
4	50,018	52,776	59,087	60,974	62,162	63,351	64,586	65,826
5	51,052	53,811	60,210	62,162	63,351	64,586	65,822	67,085
6	52,845	55,603	62,240	64,256	65,491	66,763	68,046	69,353
7	54,500	57,309	64,173	66,250	67,532	68,815	70,096	71,442
8	56,160	59,095	66,165	71,378	72,320	75,651	82,749	84,338

2025 % Inc->	6.00%
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2026

Pay Grade	Starting	1-3 YRS	4-9 YRS	10-14 YRS	15-19 YRS	20-24 YRS	25-29 YRS	30+ YRS
1	49,264	50,999	53,895	55,707	56,791	57,877	58,968	60,100
2	49,986	52,882	59,346	61,271	62,427	63,618	64,853	66,099
3	51,433	54,330	60,885	62,822	64,023	65,270	66,519	67,795
4	52,519	55,415	62,041	64,023	65,270	66,519	67,815	69,117
5	53,605	56,502	63,221	65,270	66,519	67,815	69,113	70,439
6	55,487	58,383	65,352	67,469	68,766	70,101	71,448	72,821
7	57,225	60,174	67,382	69,563	70,909	72,258	73,601	75,014
8	58,968	62,050	69,473	74,947	75,936	79,434	86,886	88,555

2026 % Inc->	5.00%
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2027

Pay Grade	Starting	1-3 YRS	4-9 YRS	10-14 YRS	15-19 YRS	20-24 YRS	25-29 YRS	30+ YRS
1	51,235	53,039	56,051	57,935	59,053	60,192	61,327	62,504
2	51,985	54,997	61,720	63,722	64,924	66,163	67,447	68,749
3	53,490	56,503	63,320	65,335	66,584	67,881	69,180	70,507
4	54,620	57,632	64,523	66,584	67,881	69,180	70,528	71,882
5	55,749	58,762	65,750	67,881	69,180	70,528	71,878	73,257
6	57,706	60,718	67,966	70,168	71,517	72,905	74,305	75,734
7	59,514	62,581	70,077	72,346	73,745	75,146	76,545	78,015
8	61,327	64,532	72,252	77,945	78,973	82,611	90,361	92,097

2027 % Inc->	4.00%
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TITLES & GRADES

2024 - 2027

Job Titles	Pay Grade
Laborer 1 Building Maintenance Worker	1
Labor 2 (new title) Sanitation Worker	2
Truck Driver Road Repairer 1 Maintenance Worker 1, Grounds	3
Maintenance Repairer Sanitation Driver Sign Maker 1 Senior Building Maintenance Worker Mechanics Helper Laborer 3	4
Motor Broom Operator Maintenance Worker 2, Grounds Road Repairer 2 Senior Maintenance Repairer Senior Building Service Worker (new title)	5
Heavy Equipment Operator Mechanic Diesel Mechanic Welder	6
Senior Mechanic Senior Diesel Mechanic Senior Maintenance Repairer (HVAC) Senior Maintenance Repairer (Electrician) Senior Maintenance Repairer (Carpenter) Senior Maintenance Repairer (Plumber) Senior Welder (new title) Senior Heavy Equipment Operator (new title)	7
Road Repairer 3 Asst. Maintenance Supervisor Asst. Supervisor of Motor Pool	8