

AGREEMENT BETWEEN
THE TOWNSHIP OF ANDOVER
AND
LOCAL NO. 641
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
JANUARY 1, 2023 through DECEMBER 31, 2023

TABLE OF CONTENTS

AGREEMENT	1
ARTICLE I RECOGNITION	2
ARTICLE II NON-DISCRIMINATION.....	3
ARTICLE III ASSOCIATION REPRESENTATIVES.....	4
ARTICLE IV GRIEVANCE PROCEDURE.....	5
ARTICLE V WORK RULES	8
ARTICLE VI BULLETIN BOARDS.....	9
ARTICLE VII PROBATIONARY PERIOD	10
ARTICLE VIII SENIORITY.....	11
ARTICLE IX LAYOFF AND RECALL.....	12
ARTICLE X HOURS OF WORK.....	13
ARTICLE XI OVERTIME.....	14
ARTICLE XII WAGES	16
ARTICLE XIII LONGEVITY	18
ARTICLE XIV HOLIDAYS	19
ARTICLE XV VACATION LEAVE.....	20
ARTICLE XVI SICK LEAVE	22
ARTICLE XVII INJURY LEAVE.....	24
ARTICLE XVIII FUNERAL LEAVE	25
ARTICLE XI MILITARY LEAVE.....	26
ARTICLE XX PERSONAL LEAVE	27
ARTICLE XXI COURT APPEARANCES JURY DUTY	28
ARTICLE XXII SPECIAL LEAVE.....	29
ARTICLE XXIII LEAVE OF ABSENCE WITHOUT PAY.....	30
ARTICLE XXIV PERSONNEL RECORDS	31
ARTICLE XXV INSURANCE.....	32
ARTICLE XXVI MAINTENANCE OF OPERATIONS	35
ARTICLE XXVII RESIGNATION	36
ARTICLE XXVIII DUES DEDUCATION AND AGENCY SHOP.....	37
ARTICLE XXI MANAGEMENT RIGHTS	38

ARTICLE XXX SEPARABILITY AND SAVINGS..... 40

ARTICLE XXXI EDUCATION REMIBURSEMENT 41

ARTICLE XXXII PAY PERIODS..... 42

ARTICLE XXXIII CLOTHING ALLOWANCE 43

ARTICLE XXXIV MILEAGE ALLOWANCE 44

ARTICLE XXXV MISCELLANEOUS..... 45

ARTICLE XXXVI COMPENSATORY TIME 46

ARTICLE XXXVII FULLY BARGAINED AGREEMENT 47

ARTICLE XXXVIII DURATION OF AGREEMENT 48

AGREEMENT

This Agreement made and entered into this _____ date of _____, 2023, by and between the **TOWNSHIP OF ANDOVER** in the County of Sussex, State of New Jersey, a municipal corporation of the State of New Jersey, (hereinafter called the "Township") and **LOCAL NO. 641, INTERNATIONAL BROTHERHOOD OF TEAMSTERS ("IBT")**, (hereinafter called the "Association" or "Union"), represents the complete and final understanding on all bargainable issues between the Township and the Association.

ARTICLE I
RECOGNITION

Section 1

The Township hereby recognizes the Union as the exclusive negotiating agent for all fulltime white collar police department employees of the Township, excluding uniformed police officers, superior officers, managerial, confidential employees and all other employees of the Township. Part-time employees shall be excluded from the negotiations unit, provided the Township employs at least four (4) full-time employees.

Section 2

The title "employees" shall be defined to include the plural as well as the singular and to include males and females.

Section 3

Unless otherwise indicated, the terms "employee" or "employees" when used in this Agreement refer to all individuals represented by the Association in the above defined negotiating unit.

ARTICLE II
NON-DISCRIMINATION

Section 1

The Township and the Union agree that there shall be no discrimination against any employees because of race, creed, color, religion, sex, national origin, age, marital status, handicap as defined by the Americans with Disabilities Act and the Law Against Discrimination, or political affiliation.

Section 2

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

ARTICLE III
ASSOCIATION REPRESENTATIVES

Section 1

The Township agrees, with prior approval of the Township Committee or designee which shall not be unreasonably withheld, to permit authorized representatives of the Union to enter the premises of the Township at reasonable hours for the purpose of ascertaining whether the Agreement is being violated or assisting in the adjustment of grievances, provided such visitation does not interfere with the operations of the Township.

Section 2

The Union Shop Steward and/or Alternate Shop Steward with prior approval of the Township Committee or designee and provided there is no interference with the operation of the Township, will be permitted time to process grievances during working hours. The Steward and/or Alternate Shop Steward will also be permitted to assist in collective negotiations during working hours, provided that such negotiation sessions are mutually scheduled for such times.

ARTICLE IV
GRIEVANCE PROCEDURE

Section 1

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise concerning the terms and conditions of employment under this Agreement.

Section 2

Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Police Department.

Section 3

The term "grievance" as used herein means a dispute over the interpretation, application or violation of this Agreement or any existing law, rule, regulation or order of the Township concerning terms and conditions of employment, and may be raised by an individual employee or the Union on behalf and at the request of an individual employee or employees.

Section 4

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One

The aggrieved employee shall institute action under the provisions within ten (10) calendar days after the event giving rise to the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his/her immediate Supervisor for the purpose of resolving the matter informally. Failure to act within the said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance, unless just cause to the contrary is presented by the aggrieved party. The Chief or his designee shall render a decision within five (5) calendar days after the receipt of the grievance.

Step Two

If the grievance is not settled at Step One, the aggrieved employee or the representative(s) from the Union may make a written request for a meeting with the Chief within five (5) calendar days after the answer is given under Step One, except that in disciplinary action grievances, a written request for a meeting with the Chief under Step Two may be made within seven (7) calendar days after the meeting.

Step Three

If the aggrieved person or Union is not satisfied with the handling or result of the grievance under Step Two, he/she may within five (5) calendar days notify the Township Committee that he/she wishes to have them rule on the matter. A hearing shall be held within fifteen (15) calendar days by the Township Committee after receipt of the complaint regarding the grievance. At such hearing, the aggrieved employee may appear with a representative(s) of the Union. The Township Committee's answer under Step Three shall be delivered to the Union within seven (7) calendar days after the hearing.

Step Four

If no satisfactory resolution of the grievance is reached at Step Three, then within five (5) working days the grievance shall be referred to the Public Employment Relations Commission for the selection of an arbitrator pursuant to the rules of said Commission. The arbitrator's decision shall be final and binding upon the parties' subject to law.

1. It is agreed between the parties that no arbitration hearing shall be held until at least thirty (30) days after the date on which the Township Committee rendered its decision regarding the grievance.
2. The arbitrator shall not add to, subtract from, modify or amend in any way this Agreement.
3. Only one (1) issue or grievance may be submitted to an arbitrator unless the parties agree otherwise.
4. The arbitrator shall conduct a hearing and shall render his/her decision in writing with findings of fact and conclusions.
5. The cost of the arbitrator will be borne equally by the Union and the Township and all other expenses incurred by either side, including the presentation of witnesses, will be borne by the side incurring same.

Section 5

The time limits provided herein, may be extended by mutual agreement of the parties which must be in writing. Failure to answer within the time limits provided in any step of the grievance procedure shall constitute a denial of the grievance at that step.

ARTICLE V
WORK RULES

Proposed new rules or modifications of existing rules shall be provided to the Union Representative when they are established.

ARTICLE VI
BULLETIN BOARDS

Section 1

The Township agrees to provide one (1) bulletin board at each Township building utilized at a work location by bargaining unit employees for the exclusive use of the Union to post notices and other Union information. Only information pertaining to Union business shall be posted on such designated bulletin board(s).

Section 2

All material posted on said designated bulletin board(s) must be on official Union letterhead, or must be signed by an authorized Union representative. No material of a derogatory nature concerning the Township, its employees or any officials shall be posted on the bulletin board, and it shall be the responsibility of the Union, upon notification from the Township, to make certain that any such materials are promptly removed.

ARTICLE VII
PROBATIONARY PERIOD

Section 1

All employees appointed permanently to the classified service shall serve a probationary period of ninety (90) days. At the expiration of the probationary period, the Township Committee may discontinue the service of any employee. If in the Township Committee's opinion, the employee is unwilling or unable to perform the duties of his/her position in a satisfactory manner, or if the employee is of such reputation and habits as not to merit continuance in the service of the Township. In every case, the Township Committee shall notify the employee in writing of the discontinuance and the reasons for the same, and shall forward a copy of the notice to the State of New Jersey, Department of Personnel.

Section 2

A ninety (90) day probationary period shall also apply to an employee promoted to a higher classification. Probationary status shall in no way affect the rights and status in the original or lower classification.

ARTICLE VIII

SENIORITY

Section 1

Seniority is deemed to mean the accumulated length of continuous service with the Township, computed from the last date of hire. Service time will include time during an authorized paid leave of absence. Newly hired employees shall be considered probationary and shall have no seniority rights until they have completed their probationary period of employment.

Section 2

An employee shall lose all seniority rights for any one or more of the following reasons:

1. Voluntary resignation;
2. Discharge for just cause; or
3. Failure to return to work within five (5) working days after being recalled by registered or certified mail, return receipt requested, unless due to actual illness or accident. The Township may require substantiating proof of illness or accident in such manner and on in such forms as the Township deems appropriate.

ARTICLE IX
LAYOFF AND RECALL

Section 1

The Township Committee may lay off an employee for the purpose of efficiency or economy, or other valid reason requiring a reduction of the number of employees.

Section 2

Employees shall be laid off in the inverse order of their seniority provided the senior employee has the ability to perform the work available.

Section 3

In the event the Township plans to lay off employees for any reason, as defined in Section 1 of this Article, the Township shall meet with the Union to review such anticipated layoff within twenty-one (21) calendar days of the issuance of the forty-five (45) day layoff notice, if possible.

Section 4

The Township shall forward a list of those employees being laid off to the local Union President on the same date that the notices are given to the employees.

Section 5

When the work force is increased after a layoff, employees will be recalled in accordance with their seniority rights under the rules of the New Jersey Department of Personnel.

ARTICLE X
HOURS OF WORK

Section 1

Employer will schedule full-time employees on a forty (40) hour work week with call-ins to be bid.

Section 2

The Township shall have the right, for the efficient operation of its facilities, to make changes in starting and stopping time of the work schedule. Except in case of emergency, the Union shall be given thirty (30) days notice of any permanent change in the schedule of working hours.

Section 3

A "work day" for all purposes under this Agreement shall be "12 hours".

Section 4

All open shifts shall be subject to call-out procedures to be set by the Chief.

Section 5

Dispatchers may swap shifts up to three (3) hours within a pay period but must make-up the hours swapped within the same pay period.

Section 6

Subject to approval of the Chief of Police, dispatchers may switch shifts so long as doing so does not result in overtime.

ARTICLE XI

OVERTIME

Section 1

The amount of overtime and the schedule for working such overtime will be established by the Police Chief, or his designee.

Section 2

Employees will be paid time and one half (1 ½) the regular straight time hourly rate for all authorized overtime in excess of forty (40) hours of work per week. Employees may choose to accumulate compensatory time off in lieu of overtime pay. Compensatory time shall accumulate at the rate of one and one half (1 ½) hours for each hour worked.

Section 3

For the purposes of calculating overtime, earned time off such as holidays, vacation, personal days, sick time, etc., will be considered time worked.

Section 4

Overtime shall be distributed as equitably as possible among the employees capable of performing the work to be completed. Employees may be required to work a reasonable amount of overtime. No overtime shall be worked or paid for unless first authorized by the Chief of Police or his designee.

Section 5

In the event an employee is called back to work outside of his regularly scheduled hours, he shall be paid a minimum of three (3) hours at the overtime rate. Overtime performed immediately before or immediately after regularly scheduled hours, shall not be subject to the minimum.

Section 6

Earned overtime may be accumulated up to a maximum of forty (40) compensatory hours per year. Any unused compensatory time may be accrued and carried forward into the following

year if the Chief or his/her designee determines that such compensatory time cannot be taken because of demands of work.

When the Employer has knowledge of an available overtime shift more than forty-eight (48) hours in advance, an employee, when called, will have thirty (30) minutes to return the call in order to accept or reject this assignment, subject to the following:

1. Calls are to be placed to all employees eligible for overtime. Eligible employees will have thirty (30) minutes to reply to the initial call. The most eligible employee available to work this shift will receive notification after the thirty (30) minute time period has run.
2. Eligibility is determined through the pre-existing rotational list.
3. The procedure for overtime call out less than forty-eight (48) hours in advance will remain unchanged.

ARTICLE XII

WAGES

Section 1

Full Time Employees:

- A. All full-time employees hired after January 1, 2023 will be subject to the wage progression below*:

Effective Date	0-12 Months	12-24 Months	24-36 Months	36-48 Months	48 + Months
January 1, 2023	\$ 18.52	\$ 20.81	\$ 23.10	\$ 25.38	\$ 30.16

***Calculation Used:** 2022 hourly rate, multiplied by hours per year, plus flat rate increase of \$2,000 for 2023, divided by hours per year.

Effective Date	0-12 Months	12-24 Months	24-36 Months	36-48 Months	48 + Months
January 1, 2023	\$ 18.52	\$ 20.81	\$ 23.10	\$ 25.38	\$ 30.16

- B. Per MOA dated September 30, 2016, current full-time employees who were employed on January 1, 2016, and commenced employment before January 1, 2016, shall have had their 2015 longevity amount rolled into their base salary. Additionally, each employee shall have had \$250.00 added to their base salary upon ratification of the 2015-2018 Agreement and an additional \$350.00 added to their base salary on January 1, 2018. The affected employees are recorded as follows:

Employee	Annual Salary			
	2022	Hourly Rate	2023	Hourly Rate
A. Kasko	\$ 66,448.80	\$ 31.95	\$ 68,448.80	\$ 32.91
D. Crater	\$ 65,813.76	\$ 31.64	\$ 67,813.76	\$ 32.60
K. Brown	\$ 65,813.76	\$ 31.64	\$ 67,813.76	\$ 32.60
J. Casella	\$ 64,332.48	\$ 30.93	\$ 66,332.48	\$ 31.89

Section 2

The Township may, in its sole discretion, place any new hire at a step other than step one based on experience.

ARTICLE XIII
LONGEVITY

Section 1

Effective January 1, 2016, longevity shall be eliminated for all employees.

ARTICLE XIV

HOLIDAYS

All full-time permanent employees are granted fourteen (14) paid holidays annually. These holidays are as follows:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Presidential Birthday (3rd Monday in February)
Good Friday
Easter Sunday
Memorial Day
Independence Day
Labor Day
Election Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

- A. Holiday pay will be computed at a rate of straight time. All full-time operators shall receive holiday pay whether they are scheduled to work or not. Computation of holiday pay shall be based upon a twelve (12) hour day. Holidays shall be defined by the start time of a dispatcher's shift.
- B. Computation will be computed prior to November 1st each year for payments to full-time operators per the above schedule, and shall appear in a separate paycheck given at the same time that the first regular paycheck of November issued.
- C. Part-time employees who work on one of the above-listed contract holidays shall be paid one and one-half (1 ½) times their regular rate of pay.

ARTICLE XV
VACATION LEAVE

Section 1

Annual vacation leave shall be granted to all permanent full-time employees with pay for vacation purposes during each calendar year in accordance with the following schedule, calculated from the anniversary date of original appointment.

Up to 1 year of service	12 hours for each month of employment
After 1 year and up to completion of 5 years of service	144 hours
After 5 years and up to completion of 10 years of service	180 hours
After 10 years and up to completion of 15 years of service	216 hours
After 15 years and up to completion of 20 years of service	240 hours
After completion of 20 years of service	Add 12 hours per year

Section 2

An employee may carry unused vacation into the next succeeding year only, provided that the vacation was not taken in a given year because of business demands in accordance with N.J.S.A. 11A:6-3 and the employee has obtained the prior written approval of the Chief of Police/Township Committee.

Section 3

Any employee must make his/her best effort to provide the employer with a minimum of ten (10) day notice prior to the scheduling of a vacation day(s).

Section 4

An employee will be afforded a payout of vacation allowance for the current year prorated upon the number of months working in the calendar year in which the separation or retirement becomes effective.

ARTICLE XVI

SICK LEAVE

Section 1

In the first year of employment, an employee shall be entitled to twelve (12) hours sick leave for each month of employment. Thereafter, sick leave shall accumulate on the basis of fifteen (15) hours per month or 180 hours per year. Employees shall be credited with 180 hours effective January 1 of each calendar year. Sick leave may be accumulated from year to year.

Employer to offer a voluntary sick leave buy-back program for accumulated sick leave. Program is at Employer discretion.

Section 2

Accumulated sick leave may be used by an employee for personal illness, illness in his/her immediate family which requires his/her attendance upon the ill person (not to exceed five (5) work days in one (1) calendar year without the approval of the Chief of Police or his designee), quarantine restrictions, pregnancy, accident or disabling injuries.

Section 3

"Immediate Family" means employee's parents, spouse, civil union partner, individuals for whom the employee is legal guardian, grandparents, grandchild, mother-in-law, father-in-law, sister or brother of the employee or anyone else over whom the employee has power of attorney. It shall also include relatives of the employee residing in the employee's household.

Section 4

Verification of Sick Leave

A. An employee who is absent from work because of illness for more than three (3) consecutive work days may be required to submit a certificate from the employee's physician substantiating the illness.

B. In the case of illness of a chronic or recurring nature causing an employee's repeated absences, the employee may be required to submit one (1) medical certificate for every six (6) month period.

C. The Township may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

Section 5

Sick leave may be accumulated during each employee's length of service. At the time of retirement or separation, the employee shall be entitled to pay on the basis of fifty (50%) percent of verifiable sick leave accumulated and not previously used.

Section 6

Sick Leave due upon Separation

An employee who is retiring or who has otherwise separated in good standing shall be entitled to the sick allowance for the current year prorated upon the number of months working in the calendar year in which the separation or retirement becomes effective and any sick leave accumulated as per Section 5 of this Article. Employees hired on or after May 21, 2010 shall not be afforded a payout of sick leave unless they retire in accordance with N.J.S.A. 11A:6-19.2.

Section 7

In its sole discretion, the Employer may offer a voluntary sick leave buy-back program. This shall not apply to any employees hired on or after May 21, 2010 in accordance with N.J.S.A. 11A:6-19.2

ARTICLE XVII
INJURY LEAVE

Section 1

In the event a full-time employee becomes disabled as the result of an injury in the line of duty, the Township Committee may pass a Resolution giving the employee up to one (1) years leave of absence with pay. The employee may also be required to be examined by a Township appointed physician to certify the disability. When such a Resolution is passed by the Township, the employee shall not be charged any sick time for the time lost due to such injury which is covered by the Resolution.

Section 2

Prior to the passage of a Resolution as noted in Section 1 above, the employee shall agree in writing to reimburse the Township to the full extent of any temporary disability benefits, under Workers Compensation or otherwise, he/she may receive as a result of the Injury.

Section 3

Upon presentation of a valid Injury Incident report to the Chief of Police or his designee and a physician's certificate, any absence resulting from a work related injury shall not reduce the employee's sick leave.

ARTICLE XVIII
FUNERAL LEAVE

Section 1

The Township shall provide bereavement leave with pay not to exceed five (5) consecutive work days in the case of death of an employee's father, mother, spouse, child, step/foster child, grandchild, brother, sister, grandparents, mother-in-law, father-in-law, brother-in-law and sister-in-law. It shall also include relatives of the employees residing in the employee's household.

Section 2

Five (5) consecutive work days off is defined as five (5) scheduled working days and shall not include non-working days which fall within the five (5) day period immediately following the death.

ARTICLE XI
MILITARY LEAVE

Military leave will be granted in accordance with the New Jersey State Statutes.

ARTICLE XX
PERSONAL LEAVE

Section 1

Amount of Personal Leave

All permanent, full-time employees whether in the classified or unclassified service, shall be granted thirty-six (36) hours during each calendar year. Personal leave shall be prorated for new full-time employees.

Section 2

Accumulation of personal leave beyond that earned in any year shall not be permitted, and shall not be carried over into the following year.

Section 3

There is no payout for personal leave upon an employee's separation, resignation, termination or retirement from employment.

ARTICLE XXI
COURT APPEARANCES JURY DUTY

Section 1

Any employee covered by this Agreement who is absent from work because of jury duty, upon proper evidence of the same being presented to the Chief of Police, shall receive full-time pay for jury duty, minus any compensation received for jury service, except for travel expenses.

Section 2

Employees who are required to appear in court during off-duty hours in connection with job-related cases shall receive compensatory time of three (3) hours or one-and-one-half (1 ½) times the regular straight time rate for a minimum of two (2) hours on anything over, if applicable.

Section 3

Any employee covered by this Agreement who is absent from work because of a required Court appearance as a witness on behalf of the Township, upon proper evidence of the same being presented to the Chief of Police, shall receive full-time pay for the period of said appearances. Said employee shall be reimbursed for Township authorized reasonable expenses incurred in conjunction with said appearances.

ARTICLE XXII
SPECIAL LEAVE

Section 1

If an employee is unable to report to work due to a weather emergency or civil emergency, he/she may charge the time off to accrued vacation leave, personal leave or sick leave, provided that he/she properly notifies the Chief of Police or his designee of his/her inability to report to work.

Section 2

If an employee wishes to observe a religious or national holiday for which no regular holiday has been declared, he/she may charge the time off to accrued vacation, personal or sick leave, provided that he/she gives proper notification to the Chief of Police or his designee.

ARTICLE XXIII

LEAVE OF ABSENCE WITHOUT PAY

Leave without pay may be granted to full-time and part-time employees. Normally, it shall be granted only when the employee has used his/her accumulated sick and vacation leave in the case of illness, or his/her vacation leave if leave without pay is requested for reasons other than illness. Written request for leave without pay shall be initiated by the employee and approved by the Township Committee upon favorable recommendation of the Chief of Police. Such leave, except for military leave without pay, shall not be approved for a period of longer than six (6) months at one time. The Township Committee may extend such leave for an additional six (6) months or any portion thereof.

ARTICLE XXIV
PERSONNEL RECORDS

Section 1

All personnel records are kept in the Police Chiefs office.

Section 2

Annually, by March 1st, each employee will be given a copy of this vacation leave and sick leave record.

Section 3

Other personnel file information may be reviewed by appointment with the Chief of Police.

ARTICLE XXV

INSURANCE

Section 1

Hospitalization, Medical, Surgical, Major Medical Benefit Insurance

- a. Employees shall receive medical and surgical benefits under the New Jersey State Health Benefits Plan for all employees whose regularly scheduled work week is thirty (30) hours or more.
- b. The Insurance coverage provided for herein shall extend to the spouse of an eligible employee and to an eligible employee's dependent, unmarried children as may be provided for in the policy in effect.
- c. Retired employees shall be entitled to Health Benefits in accordance with Resolution R87-2 adopted February 25, 1987, which adopted the provisions of Chapter 88, Public Laws of 1974, as amended, and the rules and regulations promulgated by the State Health Benefits Commission hereunder. A copy of said resolution is attached to this Agreement as Appendix A. Employees hired on or after January 1, 2008 will be provided by the Township of Andover with retirement hospitalization benefits until the employee's death or until the employee reaches age 65 (Medicare eligibility), whichever comes first.
- d. All employees upon retirement or separation shall be covered by all benefits under the "Consolidated Omnibus Budget Reconciliation Act of 1985" as amended.
- e. Effective January 1, 2008:
 - i. The Employer agrees to provide healthcare to its employees under the current NJ Plus Plan at no cost to its employees.
 - ii. Any employee may choose from a number of different plans. This employee must pay the difference in the Employer's cost between NJ Plus Plan and the cost of the premium plan selected by the employee.
 - iii. Any employee, who enrolled, during open enrollment period, in a plan that would now constitute a premium plan, would keep such plan until the next open or special enrollment period at no cost to them.

Section 2

Dental Plan

Coverage under the Delta Plan 11A (Township Plan) shall be provided to each employee working a thirty (30) hour work week or longer, and eligible employee dependents, including spouse.

Section 3

Prescription Plan Coverage

Coverage shall be provided to include each employee and eligible dependents, including spouse. An Employee, after submission to health carrier, shall be reimbursed for each prescription less a three dollar (\$3.00) co-payment only after the employee has reached a total of \$500.00 out of pocket for prescriptions for family.

Section 4

Vision Plan

Coverage shall be provided wherein the Township will contribute up to two hundred fifty dollars (\$250.00) for each employee toward the expense of vision correcting lenses and/or exams. The Township shall also provide up to two hundred dollars (\$200.00) each year for reimbursement of eye examination and/or purchase of corrective lenses for each eligible dependent, including spouse.

Section 5

Deferred Compensation Plan

A deferred compensation plan is available on a voluntary basis to all employees whose regularly scheduled work week is thirty (30) hours or more.

Section 6

Disability Insurance

Coverage under the UNUM Life Insurance Company of America's Long Term Disability Plan shall be made available for each eligible employee working a thirty (30) hour week (or longer). Each employee who elects coverage shall pay one-third (1/3) of the annual premium for

the first two (2) years, thereafter the premium shall be paid in full by the Township, during the life of the Contract. Employees hired after January 1, 2011 shall have the option of enrolling in the above mentioned disability insurance program at their own cost.

Section 7

The Township reserves the right to change insurance carriers or self-insure any and all portions of the insurance benefits so long as substantially similar benefits are provided.

Section 8

Employees shall contribute to the cost of health benefits in accordance with the Tier IV/Year 4 rates set forth in Chapter 78, P.L. 2011. Employees who did not have twenty (20) or more years of creditable service in one or more State or locally-administered retirement system on or before June 28, 2011 shall be required to contribute to his/her retiree health benefits in accordance with the Year 4 rates set forth in Chapter 78, P.L. 2011.

ARTICLE XXVI
MAINTENANCE OF OPERATIONS

Section 1

It is recognized that the need for continued and uninterrupted operation of the Township's departments is of paramount importance to the citizens of the community and that there should be no interference with such operations.

Section 2

The Union covenants and agrees that neither the Union nor any person acting on its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in any strike (i.e., the converted failure to report for duty or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance on the employee duties of employment), work stoppage, slowdown, walkout or other job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

Section 3

In the event of a strike, slowdown, work stoppage or other activity aforementioned, it is covenanted and agreed that participation in any such activity by any employee covered under this Agreement shall entitle the Township to take any disciplinary action up to and including termination of the employment of such employee or employees.

Section 4

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 for injunction or damages, or both, in the event of such breach by the Union members.

Section 5

The Township agrees not to lock out any employee covered by this Agreement.

ARTICLE XXVII

RESIGNATION

An employee may resign from his position by tendering a written resignation to the Police Chief or his designee who in turn shall forward it to the Township Committee. Unless there are disciplinary charges pending against the employee, the Township Committee shall notify the employee in writing of acceptance of his/her resignation in good standing. An employee shall give a minimum of fourteen (14) calendar days' notice before the effective date of his resignation. Failure to do so may result in loss of vacation, sick and personal day credits. Oral resignation shall be considered to be binding, but not as a resignation in good standing.

ARTICLE XXVIII
DUES DEDUCTION AND AGENCY SHOP

Section 1(a)

The Township hereby agrees to deduct from the wages of employees by means of a check-off the dues uniformly required by the Union pursuant to the provisions of N.J.S.A. 52:14-15.9(e). The Township, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made bi-weekly from the salary paid to each employee during the month and such deduction made the first month shall be a double deduction and thereafter the regular deduction shall apply to dues owed for the following month.

Section 1(b)

In making the deductions and transmittal as above specified, the Township shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Union within fifteen (15) calendar days after the end of each month.

ARTICLE XXI
MANAGEMENT RIGHTS

Section 1

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 follow rights:

- A. The executive management and administrative control of the Township Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township including subcontracting any or all of the work performed by employees covered by this Agreement.
- B. To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
- C. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees and to require compliance by the employees is recognized.
- D. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees.
- E. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to the law.
- F. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.
- G. The Township reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Department.

Section 2

In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and the United States.

Section 3

Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A.40A and N.J.S.A.11A, or any other national, state, county or local laws or regulations.

ARTICLE XXX

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect.

ARTICLE XXXI
EDUCATION REMIBURSEMENT

In order to encourage an effective employee training program, it is necessary to distinguish among the various types of education opportunities available to employees and to encourage participation under the following conditions;

- a. The Township will pay employees taking such courses at their regular wage rates. The Township will reimburse one-hundred percent (100%) of an employee's tuition costs, mileage costs (the latter at the prevailing rate established by the Township Committee), and course material costs, upon satisfactory completion of all courses, classes, seminars, conferences, etc., which employees are required to take in order to obtain any specialized training, certification, licenses and/or registrations required to perform the duties of their position. The employee must obtain prior written approval from the Chief of Police or his designee for said courses in order to be entitled to payment. Such approval shall not be unreasonably denied.
- b. When employees are sent by the Township to attend a school, seminar, or meeting to further their education, meal expenses shall be reimbursed upon presentation of receipts up to a maximum of fifteen (\$15.00) dollars per calendar day.

ARTICLE XXXII

PAY PERIODS

Section 1

All employees shall be paid on a bi-monthly basis.

Section 2

All payments are made by check accompanied by a check stub showing detailed deductions from employee's wages. Pay periods reflect the two weeks preceding and ending on Sunday at midnight.

ARTICLE XXXIII
CLOTHING ALLOWANCE

Section 1

Uniforms are to be the type prescribed by the Chief of Police or his designee.

Section 2

All employees of the Police Department who are covered by this Agreement shall be entitled to an annual clothing allowance of three hundred dollars (\$300.00) for fulltime employees, upon and after successful completion of both a ninety (90) calendar day probationary period and the training period as to any new employee. Payment shall be made with the second pay period in January of each year, except as to new employees.

The clothing allowance shall increase from \$300.00 to \$400.00 retroactive to January 1, 2023.

ARTICLE XXXIV
MILEAGE ALLOWANCE

In the event an employee is authorized to use his/her private automobile for Township business, he/she will be reimbursed for mileage at the current rate set by the Township.

ARTICLE XXXV
MISCELLANEOUS

Section 1

Pursuant to N.J.A.C. 13:81-1, et sec., as amended, all dispatchers are required to receive a minimum of eight (8) hours of training each year.

Section 2

A new dispatch chair, of an ergonomic design, shall be purchased by the Township each year, for the life of this Agreement, however, no such equipment shall be purchased until and unless prior written authorization is obtained from the Township Administrator.

Section 3

- A. The Township shall provide as least thirty (30) days notice to the Union if another municipality's services are to be added to the dispatch center's duties. The parties shall meet within a reasonable time prior to implementation to discuss the effects of the added services on the bargaining unit.

Shared Services

Employer may cancel the CBA upon sixty (60) days' notice to the Union if the Township enters into a bona fide shared services agreement pursuant to N.J.S.A. 40A:65-1 et seq. where the bargaining unit members' work would be performed by another municipality. In such instance, separated due to the share services agreement shall receive pay for all accrued but unused days off (e.g., vacation, sick, personal, etc.) as per the terms for the CBA for pro rata calculation, if no such pro rata calculation given in the CBA then by a calendar pro rata calculation, in either instance that a full month shall be credited once the 1st day of any month has begun. Also, employees separated by a shared services agreement shall be given a single, thirty (30) day extension of health care benefits from when their healthcare would have otherwise ended. No payment for sick leave for employees hired on or after May 21, 2010 in accordance with N.J.S.A. 11A:6-19.2.

ARTICLE XXXVI
COMPENSATORY TIME

Other than in a state of emergency, should any town employee within or without the bargaining unit get paid for not physically working then bargaining unit members scheduled to work at that time shall receive comp time equal to the time other employees are paid.

ARTICLE XXXVII

FULLY BARGAINED AGREEMENT

This Agreement represents and incorporated the complete and final understanding and settlement by the parties of all bargainable issues which 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 the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXXVIII
DURATION OF AGREEMENT

Section 1

This Agreement shall be in full force and effect as of January 1, 2023 and shall remain in effect to and including December 31, 2023 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or other give notice, in writing, no sooner than one hundred twenty (120) days nor no later than ninety (90) days prior to the expiration of this Agreement.

IN WITNESS WHERETO, the parties have hereunto subscribed their hands and seals the day and year first above written.

ATTEST:

Patricia Y. Busson

TOWNSHIP OF ANDOVER

Thomas D. Walcott

ATTEST:

7/28/2023

**LOCAL 641, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
("IBT")**

[Signature]