

P.E.R.C. NO. 76-30

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

TOWN OF BELLEVILLE,
Respondent,

-and-

Docket Nos. CO-76-74-58
and CO-76-138-59

ESSEX COUNCIL #1, NEW JERSEY
CIVIL SERVICE ASSOCIATION,
Charging Party.

SYNOPSIS

The Commission approves a proposed stipulation of facts and order consented to by the parties to an unfair practice proceeding. Under the consent order, the public employer is required to execute a previously negotiated agreement and to negotiate in good faith under a re-opener provision of the agreement.

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ESSEX COUNCIL #1, NEW JERSEY
CIVIL SERVICE ASSOCIATION,

Charging Party.

Appearances

For the Respondent,
Mr. John R. Scott.

For the Charging Party,
Fox and Fox, Esqs.
(Mr. David I. Fox, of Counsel).

DECISION AND ORDER

Unfair Practice Charges were filed with the Public Employment Relations Commission (the "Commission") on September 15, 1975 and December 5, 1975 by Essex Council #1, New Jersey Civil Service Association (the "Council") alleging that the Town of Belleville (the "Town") had engaged in unfair practices within the meaning of the New Jersey Employer-Employee Relations Act, as amended, N.J.S.A. 34:13A-1, et seq. (the "Act"). The gravamen of the two charges is that the Town refused to reduce a negotiated agreement to writing (Docket No. CO-76-74-58) and then refused to negotiate pursuant to a re-opener clause contained within the alleged contract (Docket No.

CO-76-138-59).^{1/} It appearing to the Commission's Executive Director that the allegations of the Charges, if true, might constitute unfair practices within the meaning of the Act, two Complaints and Notices of Hearing were issued on January 19, 1976.

In addition to the instant Charges the Town is also involved in a representation proceeding (Docket No. RO-76-84) initiated by Teamsters Local No. 97 of the New Jersey International Brotherhood of Teamsters (the "Teamsters") seeking certification as the majority representative of all blue collar employees employed in the Town's Department of Public Works. This proceeding, commenced on November 25, 1975, involves employees currently represented by the Council and thus allegedly covered by an existing contract, as maintained in the two Unfair Practice Charges. It appearing that a question concerning representation existed, the Executive Director on January 19, 1976 issued a Notice of Hearing.

In the interests of avoiding unnecessary costs or delay and in an attempt to resolve the various issues common to all three proceedings, the Executive Director pursuant to his authority under N.J.A.C. 19:15-1.1(b) issued an order consolidating the three cases and establishing uniform dates for the pre-hearing conference and the hearing. This order was also issued on January 19, 1976.

^{1/} The two subsections of the Act upon which the Charges are based are N.J.S.A. 34:13A-5.4(a)(5) and (6) which state:

"Employers, their representatives or agents are prohibited from:
*** (5) Refusing to negotiate in good faith with a majority representative of employees in an appropriate unit concerning terms and conditions of employment of employees in that unit, or refusing to process grievances presented by the majority representative. (6) Refusing to reduce a negotiated agreement to writing and to sign such agreement."

Pursuant to the various Notices of Hearing, a pre-hearing conference was conducted by Robert T. Snyder of the Commission staff in an effort to establish ground rules for the consolidated hearing. As a result of this conference it developed that the Town and the Council were in substantial agreement on the factual context surrounding their cases and that the Town was prepared to stipulate that an agreement had in fact been concluded.

These two parties, with the cooperation and assistance of Mr. Snyder, entered into a lengthy and complete proposed Stipulation of Fact and Order, subject to the approval of the Commission, providing for the entry of an Order by the Commission which would resolve all matters raised in the two Complaints. The Town waived all further proceedings before the Commission to which it might otherwise be entitled under the Act and the Commission's Rules. The Town further waived any and all defenses it might have to the entry of the proposed Order, including compliance with the Order and its enforcement by the courts.

After the proposed Stipulation of Fact and Order had been circulated to the parties and returned signed and approved, a copy of the document was forwarded to the representatives of the Teamsters, who had been kept apprised of the possible settlement by Mr. Snyder. Since the Stipulation of Fact and Order would affect the timeliness of the Teamsters' representation petition (see N.J.A.C. 19:11-1.15), the Executive Director by letter dated March 11, 1976 afforded the Teamsters an opportunity to bring to the Commission's attention any factual or legal contentions which might conflict

with the facts as stipulated or might otherwise undermine the proposed Order. No submission was made by the Teamsters.^{2/}

The Commission has carefully reviewed the proposed Stipulation of Fact and Order and the entire record in the proceedings, including the absence of any submission by the Teamsters as aforesaid, and hereby approves the proposed Stipulation of Fact and Order. A copy of that document is attached hereto and made a part hereof.

In reliance upon the aforesaid Stipulation of Fact and Order and the entire record, and pursuant to N.J.A.C. 19:14-6.7, the Commission finds the facts to be as set forth in the said attached Stipulation.

ORDER

Upon the basis of the above stipulated findings of fact, the record herein and the Order proposed in the said Stipulation, and pursuant to N.J.S.A. 34:13A-5.4(c), the Public Employment Relations Commission hereby orders that:

The Town of Belleville shall take the following affirmative action which is necessary to effectuate the policies of the Act:

1. Upon request, formally execute a certain agreement between Essex Council #1, New Jersey Civil Service Association and Town of Belleville effective from January 1, 1974 up to and including December 31, 1976,


^{2/} The Teamsters had determined that it would withdraw its Petition and that Petition was subsequently withdrawn with the approval of the Executive Director. The proposed Stipulation of Fact and Order provides for the severance of the unfair practice proceedings from the representation proceeding. However, the Teamsters' decision to withdraw the petition at this time renders that aspect of the Stipulation moot.

attached hereto and made a part hereof as "Appendix A", agreed to by the parties' representatives on February 6, 1975.

2. Upon request, negotiate in good faith with respect to the terms and conditions of employment of its employees in the unit described below, embodied in a reopener provision of the aforesaid agreement, for the period January 1, 1976 to December 31, 1976.

All employees of the Town of Belleville, excluding managerial executives, craft employees, professional employees, policemen, firemen and supervisors within the meaning of the Act.

BY ORDER OF THE COMMISSION



Bernard M. Hartnett, Jr.
Acting Chairman

DATED: Trenton, New Jersey
April 28, 1976

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

TOWN OF BELLEVILLE,

Respondent,

-and-

Docket Nos. CO-76-74-58
CO-76-138-59

ESSEX COUNCIL #1, NEW JERSEY
CIVIL SERVICE ASSOCIATION,

Charging Party.

IT IS HEREBY STIPULATED AND AGREED by and between Town of Belleville (herein the "Respondent"), and Essex Council #1, New Jersey Civil Service Association (herein the "Association"), that:

1. Upon unfair practice charges filed by the Association in Docket No. CO-76-74-58 on September 15, 1975 and in Docket No. CO-76-138-59 on December 5, 1975, and duly served on the Respondent, simultaneously, receipt of which charges is hereby acknowledged by the Respondent, and it appearing to the Commission, by its named designee, Executive Director, Jeffrey B. Tener, that the allegations in the said charges, if true, may constitute unfair practices on the part of the Respondent, within the meaning of the New Jersey Employer-Employee Relations Act, as amended, N.J.S.A. 34:13A-5.4, et seq., (herein the "Act"), as set forth in the said charges, the Commission's said designee, acting pursuant to authority granted in N.J.S.A. 34:13A-5.4 (1) (c) and Section 19:14-2.1 of the Commission's Rules and Regulations, issued complaints in Docket Nos. CO-76-74-58 and CO-76-138-59 on January 19, 1976, together with a Notice of Hearing thereon setting the proceeding down for hearing before Robert T. Snyder, its Hearing Examiner, as to whether the Respondent has violated N.J.S.A. 34:13A-5.4 (a) (5) and (6). True copies of the aforesaid complaints and notice of hearing were duly served by registered mail on January 20, 1976, receipt of which are hereby duly acknowledged by the Respondent.

2. Upon a petition filed on November 25, 1975 by Teamsters Local No. 97 of New Jersey International Brotherhood of Teamsters (herein "Petitioner"), In the Matter of Town of Belleville and Teamsters Local No. 97 of New Jersey International Brotherhood of Teamsters in Docket No. RO-76-84 and duly served on the Respondent, receipt of which petition is hereby acknowledged by the Respondent, the Commission's said designee issued a Notice of Hearing setting down for hearing before said Hearing Examiner the question concerning the representation of employees described by such petition and by order dated January 19, 1976, consolidated the three said cases, Docket Nos. CO-76-74-58 and CO-76-138-59 and RO-76-84 for purposes of hearing. True copies of the aforesaid Notice of Hearing and Order of Consolidation were duly served by registered mail on January 20, 1976 receipt of which are hereby duly acknowledged by all parties.
3. The Respondent on January 26, 1976 filed answer to the said consolidated complaints. A true copy of the answer was duly served on the Association, receipt of which answer is hereby acknowledged by the Association.
4. The Association on February 2, 1976 filed a written response to the aforesaid answer. A true copy thereof was duly served on the Respondent, receipt of which response is hereby duly acknowledged by the Respondent.
5. The parties hereto request and consent to the issuance by the Commission of an Order severing Docket No. RO-76-84 from Docket Nos. CO-76-74-58 and CO-76-138-59 for all purposes.
6. Town of Belleville is a public employer within the meaning of N.J.S.A. 34:13A-3 (c) and is subject to the provisions of the Act.
7. Essex Council #1, New Jersey Civil Service Association is an employee representative within the meaning of N.J.S.A. 34:13A-3 (e) and is subject to the provisions of the Act.
8. The parties hereto waive formal hearing before the Commission's Hearing Examiner, oral argument and filing of briefs to Hearing Examiner, Hearing Examiner's Recommended Report and Decision, the filing of exceptions and briefs, oral argument before the Commission, and all further and other proceedings before the Commission to which the parties may be entitled under the Act, or the Commission's Rules and Regulations.

9. This stipulation, together with the charges, complaints and Notice of Hearing in Docket Nos. CO-76-74-58 and CO-76-138-59, the Commission's Order of Consolidation, answer of Respondent to the consolidated complaints and the Association's written response to the answer shall constitute the entire record herein.

10. On November 9, 1972, by Resolution, duly adopted, the Respondent recognized the Association as the sole bargaining agent with respect to its employees with the following exclusions: managerial executives, craft and professional employees, policemen, firemen and supervisors as all these preceding positions are defined under the Public Employment Relations Act.

11. Since November 9, 1972, the Respondent has continued to negotiate with the Association as exclusive representative of the employees described in paragraph 10, above, concerning the terms and conditions of their employment.

12. On or about February 6, 1975, the Respondent and Association agreed on terms of a collective negotiations agreement concerning the terms and conditions of employment of the employees in the unit described in paragraph 10, above effective for the period January 1, 1974 to and including December 31, 1976. Said agreement contains a clause permitting reopening for the purpose of negotiating for the period January 1, 1976 to December 21, 1976, wages, fringe benefits, health insurance, clothing allowance, personal leave, emergency call in time, vacations, overtime, payment for unused sick time, title inequities, termination payment, payment of increments, parity between titles, life insurance, dental program, longevity.

13. On or about May 1, 1975, the Association submitted a written agreement, described in paragraph 12, above, previously agreed upon between the parties, to the Respondent for its execution.

14. Since on or about May 1, 1975, the Respondent has failed and refused to execute the aforesaid agreement.

15. By letter dated October 21, 1975 the Association made formal request upon the Respondent for commencement of negotiations for wages and working conditions for the year commencing January 1, 1976 pursuant to the reopener provision described in paragraph 12, above.

16. Since on or about October 22, 1975, the Respondent has failed and refused to respond to the Association's request or to meet or to negotiate with the Association with respect to the wage and working condition subjects contained in the said reopener provision.

17. Upon this stipulation and the record herein as described in paragraph 9 hereof, and without any further notice of proceedings herein, the Commission may enter an order forthwith providing as follows:

The Respondent, Town of Belleville, shall take the following affirmative action which is necessary to effectuate the policies of the Act:

1. Upon request, formally execute a certain agreement between Essex Council #1, New Jersey Civil Service Association and Town of Belleville effective from January 1, 1974 up to and including December 31, 1976, attached hereto and made a part hereof as "Appendix A", agreed to by the parties' representatives on February 6, 1975.

2. Upon request, negotiate in good faith with respect to the terms and conditions of employment of its employees in the unit described below embodied in a reopener provision of the aforesaid agreement, for the period January 1, 1976 to December 31, 1976:

All employees of the Town of Belleville, excluding managerial executives, craft employees, professional employees, policemen, firemen and supervisors within the meaning of the Act.

18. The Appellate Division of the Superior Court may, upon application by the Commission, enter its order enforcing the Order of the Commission in the form set forth in paragraph 17 hereof. The Respondent waives all defenses to the entry of the order, including compliance with the Order of the Commission and its right to receive notice of the filing of an application for the entry of such order, provided that the order is in the words set forth in paragraph 17 hereof. However, the Respondent is required to comply with the affirmative provisions of the Commission's Order after entry of the Court's order only to the extent that it has not already done so.

19. This stipulation contains the entire agreement between the parties, there

being no agreement of any kind, verbal or otherwise, which varies, alters, or adds to it.

20. This stipulation, together with the other documents constituting the record as described in paragraph 9 hereof, shall be filed with the Commission. The stipulations is subject to the approval of the Commission, and it shall be of no force and effect until the Commission has granted such approval. Upon the Commission's approval of the stipulation, the Respondent will immediately comply with the provisions of the Order as set forth in paragraph 17 hereof.

Signed at Belleville, N. J.
(City and State)
Feb. 25, 1976
(Date)

TOWN OF BELLEVILLE

By s/ John R. Scott
John R. Scott, Esq.
s/ Michael V. Morotti
Michael V. Morotti, Mayor
ESSEX COUNCIL #1, NEW JERSEY CIVIL
SERVICE ASSOCIATION

Signed at Newark, N. J.
(City and State)
Feb. 26, 1976
(Date)

By s/ David I. Fox
David I. Fox, Esq.

A G R E E M E N T

between

ESSEX COUNCIL NO. 1
NEW JERSEY CIVIL SERVICE ASSOCIATION

and

TOWN OF BELLEVILLE

THIS AGREEMENT made this day of 1975 by and between the Town of Belleville, New Jersey (hereinafter referred to as the Town) and Essex Council No. 1, New Jersey Civil Service Association (hereinafter referred to as the Association).

W I T N E S S E T H T H A T :

WHEREAS, the parties have carried on collective negotiations regarding wages, hours of work and other terms and conditions of employment for certain employees of the Town, and

WHEREAS, the parties desire to embody the results of the collective negotiations in a written agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

A R T I C L E I

RECOGNITION AND SCOPE OF AGREEMENT

Section A. The Town hereby recognizes the Association as the exclusive representative for the purpose of collective negotiations with respect to the terms and conditions of employment and with respect to all employees of the Town of Belleville with the following exceptions: managerial executives, craft and professional employees, policemen, firemen and supervisors. ~~The titles of the foregoing employees are set forth in Appendix~~

Section B. When new titles or classifications of employees are created, and the new titles or classifications are within the unit description set forth in Section A, the employees in the titles or classifications in question shall be covered by the terms and conditions of the within agreement ~~and shall be included within the title designations which are set forth in Appendix~~ The Association

shall forthwith be notified in writing by the Town of the creation of any such new titles and classifications.

Section C. This agreement shall be effective from January 1, 1974 up to and including December 31, 1976 except that it shall be reopened prior to December 1, 1974 only for the purpose of negotiating for the period January 1, 1975 to December 31, 1975, the following: clothing allowance, personal leave, emergency call in time, vacations, overtime, payment for unused sick time, title inequities, termination payment, payment of increments, parity between titles, life insurance, dental progrom, longevity, and except that it shall be reopened prior to November 1, 1975 only for the purpose of negotiating for the period January 1, 1976 to December 31, 1976, the following: wages, fringe benefits, health insurance, clothing allowance, personal leave, emergency call in time, vacations, overtime, payment for unused sick time, title inequities, termination payment, payment of increments, parity between titles, life insurance, dental program, longevity.

Section D. This agreement shall be applicable to all employees in the unit represented by the Association, as set forth herein.

ARTICLE II

MAINTENANCE OF BENEFITS

Any and all existing employee benefits, including those benefits which are set forth as policies, practices or working conditions, which are in effect on the effective date of this agreement shall remain in effect throughout the term of this agreement. There shall be no permanent changes in work schedules without the consent of all parties. This, however, shall not apply to changes in work schedules for emergent matters or for periods totaling less than two months in duration. The provisions

of municipal ordinances and resolutions and all New Jersey statutes, rules or regulations which set forth benefits relating to the employees covered by this agreement shall be maintained and continued during the term of this agreement at not less than the highest standards in effect on the effective date of this agreement.

ARTICLE III

GRIEVANCE PROCEDURE

Section A. A grievance shall be any complaint of an employee or the Association with respect to wages, hours of work and other conditions of employment, or with respect to the application of the terms and provisions of this agreement. Any suspension of an employee for a five (5) day period or less shall not under any circumstances be the subject of a grievance procedure by the employee, the Civil Service Association or any other person acting on their behalf.

Section B. Nothing in this agreement shall be construed as compelling the Association to submit a grievance to arbitration or to represent an employee before the Department of Civil Service. The Association's decision to request the movement of any grievance at any step or to initiate or to terminate a grievance at any step except Step 1 shall be final as the the interest of the grievant and the Association.

Section C. Should there be any grievance by the employee or the Association, as defined in Section A, ~~that subject to Article~~ the following grievance procedure may be used by the employee or the Association:

Step 1. The employee may present his grievance orally or in writing to his immediate supervisor. The supervisor shall meet with the grievant and discuss the grievance for the purpose of trying to resolve the matter informally. The super-

Step 1. - cont'd.

visor shall notify the Association in writing of the date and time of such meeting and discussion and the Association shall have, at its discretion, the right to attend and participate in the meeting and discussion. Within five days of the presentation of this grievance, a written response regarding the grievance shall be given by the supervisor to the employee and the Association.

Step 2. Any grievance may be initiated at Step 2, or, if no answer has been received by the Association within the time set forth in Step 1, or the grievance is not resolved to the satisfaction of the employee or the Association at Step 1, then Step 2 may be utilized. The grievance shall be reduced to writing, and if the Association believes that there is merit to the grievance, it may be presented by the Association to the head of the department in which the grievance originated. The employee may process his own grievance at Step 2 provided that the Association, as an interested party, is notified by the employee and the Town of the grievance and of any meetings or hearings regarding the grievance. The employee shall notify the Association of hearing dates. The Association may have representatives present at any and all such meetings or hearings. A grievance which has been presented at Step 1, shall be presented by the employee or the Association to the head of the department within fifteen (15) days after the Step 1 determination. If the employee or the Association are dissatisfied with the determination, or if there is no such determination within twenty (20) days after the submission of the grievance there shall be a conference on the grievance which shall be attended by the grievant, the Association, if it so elects, the head of the department and any other interested parties whose attendance is requested. The head of the department shall issue a written determination to the Association and the grievant within thirty (30) days after the grievance has been received. If no such written determination is rendered

Step 2 - cont'd.

within the time in question, the grievance or relief sought by the employee shall be deemed granted.

Step 3. If the grievance is not resolved to the satisfaction of the Association at Step 2, the grievance may, if the Association believes there is merit to it, be presented in writing by the Association to the Belleville Board of Commissioners and the Mayor. The employee may process his own grievance at Step 3 provided that the Association, as an interested party, is notified by the employee and the Town of the grievance and of any meetings or hearings regarding the grievance. The Association may have representatives present at any and all such meetings or hearings. The Belleville Board of Commissioners and the Mayor shall give the Association and the grievant a final written decision on the grievance within thirty (30) days after the receipt of it by them. If no such written decision is rendered within the time in question, the relief sought by the employee shall be deemed granted.

Section D. The same procedure shall be followed for group grievances as may be provided for individual grievances. Group grievances effecting the Association, or more than one employee, may at the discretion of the Association, and with notice to the Town, be presented or initiated by said Association any step in the grievance procedure not including pending or compulsory arbitration. In the case of group grievances the same regulations shall apply with respect to a determination by the department head involved within thirty (30) days or a determination by the Belleville Board of Commissioners within thirty (30) days after the date of any meeting or hearing regarding said grievances.

ARTICLE IV

ARBITRATION

Section A. If a grievance is not settled under Article III, such grievance may, at the request of the Association be referred to the State Board of Mediation for the selection of an arbitrator according to its rules. The Association may, at its discretion, determine those grievances which it will submit to arbitration.

Section B. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne by the Town.

Section C. All submissions to arbitration must be made within forty-five (45) days following submission of the grievance to the Belleville Board of Commissioners and the Mayor pursuant to Step 3 of the grievance procedure.

Section D. The arbitrator appointed under the above procedure shall render his decision within thirty (30) days after hearing the matter.

ARTICLE V.

TIME OFF FOR GRIEVANCE HEARINGS

Section A. The Town shall permit members of the Association Grievance Committee (not to exceed five) to conduct the business of the Committee, which consists of conferring with employees and the Town on grievances and related matters in accordance with the grievance procedure set forth herein, during the duty hours of the members of said Grievance Committee, without loss of pay. Employees who are

Section A - cont'd.

the subject of the grievance and witnesses, shall be permitted to confer with such members of the Grievance Committee during duty hours, without loss of pay. The conference time provided for shall be reasonable and shall under no circumstances exceed one (1) hour per grievance.

Section B. All grievance hearings, conferences and meetings shall take place during duty hours. Association representatives, employees and witnesses shall be granted time off with pay for the purpose of attending such hearings, conferences and meetings.

Section C. An Association representative or the grievant have the right to examine or cross-examine the witnesses or parties who appear at any Step of the grievance procedure.

Section D. The employer shall permit members of the Association Negotiating Committee to attend collective negotiations during the duty hours of said members, without loss of pay up to a limit of eight (8) employees per meeting.

Section E. The employer shall permit two (2) members of the Association to conduct Association business relating to the administration of the terms of this agreement and other related Association business during duty hours, without loss of pay provided the conduct of such business shall not seriously diminish the effectiveness of a department.

ARTICLE VI

DISCRIMINATION AND COERCION

There shall be no discrimination or coercion by the Town against the

ARTICLE VI - cont'd.

employees because of race, creed, color or national origin.

ARTICLE VII

HEALTH AND SAFETY

Section A. The Town shall furnish a place of employment which shall be reasonably safe and healthful for employees. The Town shall install, maintain and use such employee protective devices and safeguards, including methods of sanitation and hygiene, and where a substantial risk of physical injury is inherent in the nature of a specific work operation, shall also with respect to such work operation establish and improve such work methods as are reasonably necessary to protect the life, safety and health of the employee with due regard for the nature of the work required. The Town shall provide protection against the origin and spread of fire and shall provide for adequate general ventilation and lighting and heat, emergency egresses, fire warning systems and safe elevator systems.

Section B. The Town shall comply with the provisions of the Worker Health and Safety Act of the State of New Jersey and regulations promulgated thereunder and with provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and regulations promulgated thereunder and shall comply with the provisions of this paragraph in connection with health and safety of employees. There shall be safety devices as required herein, and under the foregoing laws and regulations for the protection of employees.

Section C. Employees shall not be required to work where conditions exist which violate the provisions of this paragraph or violate health or safety laws, rules or regulations. Employee complaints of unsafe, unhealthful conditions

Section C - cont'd.

shall be promptly investigated by the Town. Corrective action shall be taken at the earliest time possible.

ARTICLE VIII

DISCIPLINARY ACTION

Any disciplinary action against employees as to which there is no right of appeal to an impartial hearing examiner under the rules of the Department of Civil Service shall at the option of the employee be subject to appeal through the grievance procedure. A suspension for five (5) days or less shall not be the subject of a grievance procedure by any town employee.

ARTICLE IX

Nothing contained herein shall limit or affect the rights and benefits of employees under Civil Service law, rules and regulations or other laws, rules or regulations except to the extent that greater benefits are provided herein than are provided for under said laws, rules and regulations. Employees may, at their option, pursue remedies which are available pursuant to Civil Service laws, rules or regulations or other laws, rules or regulations.

ARTICLE X

SUBCONTRACTING OF WORK

The Town shall not subcontract work normally performed by employees covered by this agreement if such action shall result in layoffs or job displacement unless the Association agrees to subcontracting. ~~There shall be no double coverage~~
~~XX double payments received by any town employee, nor expense~~

ARTICLE XI

ASSOCIATION SECURITY

Insofar as is permitted by law, the Town agrees to deduct from the pay of all employees initiation fees, dues and assessments. Initiation fees, dues and assessments so deducted shall be paid over to the properly designated Association official monthly on a regular recurring basis.

ARTICLE XII

BULLETIN BOARDS AND ACCESS

Section A. The employer shall permit the Association reasonable use of all bulletin boards located in the town premises for posting notices concerning Association business. The space provided on each bulletin board will minimally approximate 30 x 30 inches or an equivalent. The Association shall, during working hours, and at no loss of pay be permitted to place and remove Association material on such bulletin boards. No other organization shall be permitted to use such bulletin boards regarding employees covered by this agreement.

Section B. Association representatives who are not employees of the Town shall be permitted during working hours to enter the premises of the Town for the purpose of conducting Association activity provided such activity does not unreasonably interfere with the performance of the affairs of the Town.

Section C. Where space is available, the Town shall make available to the Association during lunch hours, breaks or other off duty hours, meeting places at which the Association may conduct meetings of employees.

ARTICLE XIII

WAGES

Section A. The salary schedule set forth in Schedule B attached hereto and made a part hereof shall be effective for the period commencing January 1, 1974 and ending December 31, 1974 and salaries shall be paid in accordance therewith.

Section B. The salary schedule set forth in Schedule C attached hereto and made a part hereof shall be effective for the period commencing January 1, 1975 and ending December 31, 1975, and salaries shall be paid in accordance therewith.

ARTICLE XIV

Employees their wives or husbands and their eligible dependent children shall continue (unless greater benefits are granted pursuant to Article I, Section C) to receive the benefit during the term of this agreement of hospitalization and medical surgical insurance, Rider J expanded coverage, and major medical insurance coverage, pursuant to ordinance adopted by the Town. All of the foregoing insurance coverage shall be continued upon and during their eligible dependent children. There shall be no double coverage or double payments received by any town employee, his spouse or eligible dependent children with respect to any benefits provided for under Article IV. At age 65 the covered employee, his spouse and eligible dependent children shall not be eligible for further benefits pursuant to Article IV.

ARTICLE XV

VACATIONS

Vactions shall be as follows:

Up to One (1) Year of service prior to October 1, one (1) working

Article XV - cont'd.

day's vacation for each month of service;

After One (1) Year and up to Five (5) Years of service prior to October 1, twelve (12) working days vacation;

After Five (5) Years and up to Ten (10) Years of service prior to October 1, fifteen (15) working days vacation;

After Ten (10) Years and up to Fifteen (15) Years of Service prior to October 1, twenty (20) working days vacation;

After Fifteen (15) Years and up to Twenty-five (25) Years of service prior to October 1, twenty-five (25) working days vacation;

And, after Twenty-Five (25) Years of service after October 1, thirty (30) working days vacation.

ARTICLE XVI

HOLIDAYS

The days hereinafter listed shall be considered legal holidays:

New Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day-November
Veteran's Day
Thanksgiving Day
Christmas Day

If a holiday falls on a Saturday, it shall be observed on the Friday before. If a holiday falls on a Sunday, it shall be observed on the Monday following.

Employees shall not be paid for holiday leave unless they work the last day prior to the holiday and the first work day after the holiday, unless such

employee is on approved leave.

ARTICLE XVII

LONGEVITY

Every employee covered by this agreement, after serving more than five (5) years in the service of the said Town of Belleville, shall be paid longevity payments at a percentage of his base compensation in the following manner:

2% after completion of five (5) years' service;

4% after completion of ten (10) year's service;

6% after completion of fifteen year's service

8% after completion of twenty (20) Year's service; and

10% after completion of twenty-five (25) year's service;

The longevity payment shall be computed on the amount of base salary of the employee at the time he becomes eligible for a longevity payment.

Continuous Service

Longevity payments shall be computed from the date the employee was first appointed as a full time employee in the classified and/or unclassified service of the Town of Belleville. Employees shall receive full credit for full time service with the Town of Belleville prior to the adoption of Civil Service in the said Town of Belleville providing that said full time service with the Town of Belleville was continuous.

Non-continuous Service

Any full time permanent service with the Town of Belleville that was not continuous either prior to or at the time of, or after the adoption of Civil Service in the said Town of Belleville, said employees shall receive full credit for full time service.

Exception

Employees shall be entitled to full credit for any and all service accumulated as a full time employee in the service of another Division or Department of the said Town of Belleville, prior to his appointment or transfer to his present full time position.

Adjustments or increases as to the amount of longevity payments shall become effective on the anniversary date of the full appointment of said employees. Said anniversary date shall be adjusted by any or all loss of time regardless of reason for any or all loss time that said employee was not actually paid for in money either through the Town of Belleville's payroll or the Town of Belleville's Workmen's Compensation Carrier.

If said anniversary date falls between January 1, and June 30, said longevity payment shall become effective January 1. And, if said anniversary date falls between July 1 and December 31, said longevity payment shall become effective July 1.

Additional compensation of any nature, including overtime or payment for additional assigned duties, shall not be considered in computing said longevity payments.

Any interruption of service due to a cause beyond the control of the employee, such as military service, injury in line of duty, or, illness, shall be considered as service for the Town of Belleville. Leave of absence without pay, loss of time due to disciplinary action or loss of time due to exhaustion of sick or annual leave shall not be considered as service in determining the length of service under this plan.

Such additional compensation shall be paid notwithstanding the maximum salary heretofore provided for such office or employment and shall be paid at the same time and in the same manner as the salary or wages fixed pursuant to the ordinance to which this ordinance is an amendment. Said longevity payments shall not pertain to any employees in part-time positions or services performed in any part-time positions.

ARTICLE XVIII

RENEWAL OF AGREEMENT

Renegotiations concerning a new agreement shall commence no later October 1, 1976.

ARTICLE XIX

SAVINGS CLAUSE

Section A. If any provision of this agreement or the application of this agreement to any person or circumstance shall be invalid, the remainder of this agreement or the application of such provisions to other persons or circumstances shall not be affected thereby.

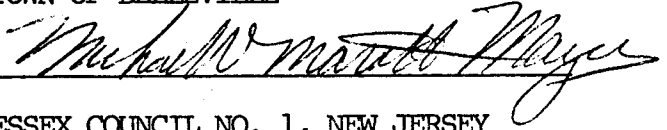
Section B. If any such provisions are invalid, the Town and the Association will meet for the purpose of negotiating changes made necessary by applicable law.

ATTEST:



ATTEST:

TOWN OF BELLEVILLE

By: 

ESSEX COUNCIL NO. 1, NEW JERSEY
CIVIL SERVICE ASSOCIATION

By: L. S. JOHN J. CAFFREY

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