

A G R E E M E N T

BETWEEN:

TOWNSHIP OF RANDOLPH,  
MORRIS COUNTY, NEW JERSEY

-AND-

RANDOLPH TOWNSHIP MUNICIPAL CLERICAL ASSOCIATION

January 1, 1995 through December 31, 1997

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PREAMBLE

This AGREEMENT entered into this 13th day of December 1994 by and between the TOWNSHIP OF RANDOLPH, in the County of Morris, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township", and the RANDOLPH TOWNSHIP MUNICIPAL CLERICAL ASSOCIATION, hereinafter called the "Association" represents the complete and final understanding on all the bargainable issues between the Township and the Association.

ARTICLE I  
RECOGNITION

The Township recognizes the Association as the exclusive collective negotiations agent for the Members of the Randolph Township Clerical Association, but excluding all professional employees, supervisors, police department personnel, managerial executives and confidential employees (Secretaries to the Township Manager), and all other employees.

ARTICLE II  
ASSOCIATION RIGHTS

A. During Collective Negotiations, authorized Association representatives, not to exceed three (3), shall be excused from their work duties to participate in all negotiation sessions which may be mutually scheduled to take place during their regularly scheduled work time, and shall suffer no loss of regular pay thereby.

B. Each respective negotiating Committee shall be empowered with authority to negotiate an Agreement, subject, however, to the approval and ratification of same by their respective constituencies.

ARTICLE III  
MANAGEMENT RIGHTS

- A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
1. To the executive management and administrative control of the Township government and its properties and facilities and the activities of its employees;
  2. To hire all employees and subject to the provisions of law, to determine their qualification and conditions for continued employment or assignment and to promote and transfer employees;
  3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules and regulations and practices in 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 of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its powers, rights, authority, duties and responsibilities under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE IV  
WORK WEEK AND OVERTIME

A. The normal work week shall consist of five (5) consecutive days, Monday through Friday. The normal work day shall consist of seven (7) hours as scheduled by the work rules of the employer.

B. The employer shall compensate each employee with one (1) hour of compensatory time off for each hour worked by the employee in any given week in excess of thirty-five (35) hours and up to forty (40) hours providing such overtime shall have been with the authority or approval or at the direction of the immediate supervisor of the employee or the Township Manager. In the event compensatory time due the employee for such overtime between thirty-five (35) and forty (40) hours is not made available prior to the end of the calendar year, such time may be accumulated by the employee or paid at one and one-half (1-1/2) times the hourly rate of compensation paid such employee during the year earned.

C. The employer shall compensate each employee for overtime work in excess of forty (40) hours at one and one-half (1-1/2) times the hourly rate of compensation paid such employee providing such overtime shall have been with the authority or approval or at the direction of the immediate supervisor of the employee or the Township Manager.



ARTICLE V

SICK LEAVE

A. Service Credit for Sick Leave

1. All employees shall be entitled to sick leave with pay based on their aggregate years of service.
2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be utilized for short periods because of death in the employee's immediate family as defined below.

B. Amount of Sick Leave

1. Sick leave with pay shall accrue to any full time employee on the basis of twelve (12) days per year.
2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.
3. In the event an employee is injured while at work, full salary will be paid without a charge against sick leave, provided the employee is eligible for, and the Township receives, workers' compensation benefits.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him/her to sick leave, his/her supervisor shall be

notified prior to the employee's starting time, except in emergencies.

(a) Failure to so notify her supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(b) Absence without notice for five (5) consecutive days shall constitute a resignation.

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for four (4) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

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

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Township by a physician of the Township's choice. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

E. Payment for Accumulated Sick Leave at Retirement

1. Any Township employee whose age, when added to the number of years of service for the Township, exceeds a total of eighty (80) years, shall be qualified to receive sick pay retirement benefits. A qualified employee shall receive (50)percent of this accumulated sick time up to a maximum of eighty (80) days as a retirement benefit. The benefit shall be calculated at the employee's current salary at the time of retirement and shall be paid within thirty (30) days from the effective day of retirement.

F. Bereavement Leave

1. In case of death in the immediate family, an employee shall be granted up to three (3) days of leave.
2. Immediate family shall be defined as the employee's husband, wife, child, stepchild, mother, father, brother or sister, father-in-law, mother-in-law, grandparents, sister-in-law and brother-in-law.
3. Reasonable verification of the event may be required by the Township.

ARTICLE VI

HOLIDAYS

A. The following thirteen (13) days shall be holidays upon which the public offices of the employer shall be closed and on which the employees shall not be required to work:

New Year's Day	Labor Day
Martin Luther King's Birthday	General Election Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

B. Any employee required to work on a holiday shall be paid at an hourly rate of two times (2) said employee's regular rate of pay.

C. Floating Holidays

(1) Lincoln's Birthday and Election Day are designated as "floating holidays" for all employees.

(2) Employees will have the option of taking Lincoln's Birthday and Election Day as holidays or reporting for a normal work day on those dates and taking another day off subject to the following:

(a) Sufficient personnel will be available in all departments on Lincoln's Birthday and Election Day to adequately maintain operations on these days.

(b) The day taken in lieu of Lincoln's Birthday or Election Day as a "floating holiday" shall be subject to approval of the department head according to normal procedures for vacation or time off from work.

ARTICLE VII

VACATIONS

A. Vacations for full time employees shall be based upon the following schedule:

After 1st year	2 weeks
January 1st following the 6th year of service	3 weeks
January 1st following the 13th year of service	4 weeks
January 1st following the 18th year of service	4 weeks plus one (1) additional day for each year served over 18.

B. Employees may carry forward accumulated vacation time not to exceed the total number of days received in the following year, i.e. if an employee has a 1990 vacation allowance of 15 days, an additional 15 days can be carried forward from 1989 for use in 1990.

Any unused vacation in excess of the one year carryover amount shall be forfeited.

C. During the first calendar year of employment, employees shall be eligible for one day of vacation for each full month of service up to a maximum of ten (10) working days.

ARTICLE VIII

INSURANCE

A. The employer shall provide for each full time employee and his or her dependents the following health insurance:

- (1) North Jersey Group, Insurance Design Administrators which coverage shall provide the same benefits as that provided by the New Jersey State Health Benefits Program as of December 31, 1992.
- (2) Major Medical Insurance
- (3) Group Life Insurance
- (4) Salary continuation insurance (long term disability)

B. The employer reserves the right to change insurance carriers, as long as substantially similar benefits are provided.

C. The Township will provide payment toward the cost of a dental plan for Township employees based on the following schedule:

<u>Year</u>	<u>Maximum Amount Paid</u>
1993	\$600.00
1994	\$600.00

D. It is hereby agreed that the Health Insurance Benefits described in Paragraph A above shall be limited to employees hired before January 1, 1995. It is further agreed and confirmed that employees appointed after January 1, 1995 shall receive health insurance for themselves as individuals. Additional coverage for spouses or family will be available through the Township's health insurance plan at the expense of the employee.

ARTICLE IX  
GRIEVANCE PROCEDURE

A. Purpose

1. 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 this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief of the Department and having the grievance adjusted without the intervention of the Association.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Association or the Township.

C. Steps of the Grievance Procedure

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 moving party shall present the grievance in writing signed by the aggrieved to the Department Head within three (3) working days of the occurrence giving rise to

the grievance for the purpose of resolution. In the discussion of the grievance, the persons involved shall make an earnest effort to resolve the matter. The Department head shall make whatever additional investigation is necessary and shall, within three (3) working days after presentation of the grievance, give his decision.

Step Two: If a grievance is not resolved at Step One, the moving party may, within three (3) working days of receipt of the answer in Step One, submit the written grievance to the Township Manager, who shall give his answer within three (3) working days of the presentation of the grievance in Step Two.

Step Three: If the grievance is not resolved in Step Two, it may be appealed in writing within three (3) working days after receipt of the answer in Step Two to the Governing Body. Upon receipt of an appeal, a meeting shall be scheduled to discuss the grievance within ten (10) days of receipt of the appeal unless extended by mutual agreement. The decision of the Governing Body shall be made no later than five (5) working days after the Step Three meeting.

Step Four: Arbitration:

(a) In the event the grievance has not been resolved at Step Three, the Association may within five (5) working days request arbitration. The arbitrator shall be chosen in accordance with the Rules of the American Arbitration Association.

(b) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify,



detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

(c) The costs of the services of the arbitrator shall be borne equally between the Township and the Association. Any other expense incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

(d) The arbitrator shall set forth his findings of fact and reasons for making the award within thirty (30) days at the conclusion of the arbitration hearing unless agreed to otherwise by the parties. The decision of the arbitrator shall be final and binding.

D. A grievance will be considered settled upon its withdrawal in writing, or when the grievant ceases to be an employee by resignation or when any time limit set forth above has expired for its appeal to the next step. Failure to answer a grievance within the proper time shall move it to the next step.

ARTICLE X

NO-STRIKE PLEDGE

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

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.

C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Township.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

ARTICLE XI

DISCHARGE AND DISCIPLINE

A. No permanent employee shall be discharged or suspended or otherwise disciplined without just cause.

B. The employer shall notify the Association at the time disciplinary action is taken.

C. Employees shall have the right to claim that suspension or discharge was unjustly imposed by submitting such claim to the Township Manager in writing within three (3) working days after the disciplinary action. This shall be the sole method of appeal of disciplinary action. Failure to so appeal shall be admission as to the propriety of the action taken.

## ARTICLE XII

### SALARIES

A. On January 1, 1995, all employees shall receive a three (3) Percent increase in base salary, and shall be eligible for a merit increase from 0-3% as determined by the merit review procedure set forth in paragraph B below.

B. It is agreed that a three member Merit Review Board shall be established. The Review Board will meet with the department head or immediate supervisor and shall review job performance evaluations for each employee prepared initially by the employee's Department Head or immediate Supervisor. The full Review Board shall make a recommendation in writing to the Township Manager for merit increases as provided hereinafter. The recommendation of the Department Head or immediate Supervisor shall not be binding on the full Review Board (which Board will include the Department Head who makes the initial recommendation in cases where the Department Head is the immediate Supervisor of the employee) and, the recommendation of the Review Board shall not be binding on the Township Manager. However, if the recommendation of the Review Board is not fully implemented, the reasons for the action taken will be stated in writing and the employee shall have the opportunity to state to the Board and the Township Manager her opinion as to what is considered a fair merit increase, after which a final recommendation will be made by the Review Board and a final determination will be made by the Township Manager.

C. On January 1, 1996 all employees shall receive a three and one half (3.5) percent increase in base salary and shall be eligible for a merit increase of from 0-3% as determined by the procedure set forth in paragraph B above.

D. On January 1, 1997 all employees shall receive a four (4%) percent increase in base salary and shall be eligible for a merit increase of from 0-3% as determined by the procedure set forth in paragraph B above.

E. New employees within the titles outlined above are to have their salary set in accordance with the salary ordinance of the employer.

ARTICLE XIII

LONGEVITY

A. A longevity program based upon the employee's length of continuous and uninterrupted service with the Township shall be provided for current employees of the Township on the following basis for each year of this Agreement:

- |  |   |
|--|---|
| 1. January 1st, after 5th year of service  | 2% of base pay<br>(include any<br>merit<br>increment) |
| 2. January 1st, after 10th year of service | 4% of base pay  |
| 3. January 1st, after 15th year of service | 6% of base pay  |
| 4. January 1st, after 20th year of service | 8% of base pay  |
| 5. January 1st, after 25th year of service | 10% of base pay                                       |

B. Longevity shall be computed on base pay, and shall date from the employees original date of hire so that the anniversary date of the employee shall be operative in determining what, if any, longevity payment is to be made on the succeeding January 1st.

C. Payments shall be made in bi-weekly installments.

D. It is hereby agreed that the above described longevity program shall be limited to employees hired prior to January 1, 1993. It is further agreed and confirmed that any employees appointed after January 1, 1993 shall not be eligible for longevity benefits.

ARTICLE XIV

EQUAL EMPLOYMENT OPPORTUNITY POLICY

A. It is mutually agreed that there shall be no discrimination because of race, color, religion, sex, age, marital status, national origin, or physical disability unless based upon a bona fide job requirement. Union and Township representatives shall work cooperatively to assure the achievement of equal employment opportunities. Any employee who fails to cooperate to this end shall be subject to disciplinary action. Furthermore, employees who feel they have been discriminated against shall be encouraged to use the grievance provisions of this contract prior to seeking relief through other channels.

ARTICLE XV  
SEPARABILITY AND SAVINGS

A. The Township and the Association recognize the applicability of the Economic Stabilization Program enacted by Congress, authorizing the President to establish controls regarding prices, rents, wages and salaries and agree to abide fully by its provisions and other applicable present or future Executive Orders or legislation. Therefore, salary or wage increases or other economic changes will be put into effect to the extent that is legally possible. In the event any or all of the salary increases or adjustments or other economic changes for 1975 or beyond cannot be legally made effective, such increases shall be omitted or proportionally adjusted according to law.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.



ARTICLE XVI

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on 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 the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XVII

TERMINATION

This Agreement shall take effect from January 1, 1995 and shall remain in full force and effect through December 31, 1997, and thereafter from year to year unless either party shall give notice in writing no sooner than one hundred twenty (120) nor later than sixty (60) days in advance of the expiration date of this Agreement of the desire to amend or terminate the same. All changes by the moving party must be submitted in writing at the time the initial aforesaid notice is given. Thereafter, the responding party shall have thirty (30) days to give notice of proposed changes and/or counter proposals in writing. No such changes by either party shall be considered which are not received in accordance with this Section.

RANDOLPH TOWNSHIP MUNICIPAL  
CLERICAL ASSOCIATION

By: Rosemarie Novelli  
Rosemarie Novelli, President

Witness:

Donna M. Brady

TOWNSHIP OF RANDOLPH  
MORRIS COUNTY, NEW JERSEY

By: John P. Finnerin  
John P. Finnerin, Mayor

Witness:

Frances S. Bertrand  
Frances S. Bertrand  
Township Clerk