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1980

RUTGERS UNIVERSITY

AGREEMENT

BY AND BETWEEN

THE TOWNSHIP OF GALLOWAY

AND

THE AMERICAN FEDERATION OF

STATE, COUNTY, AND MUNICIPAL

EMPLOYEES

COUNCIL # 71

LOCAL 2512-C

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## AGREEMENT

By and between the "Employer" and American Federation of State County and Municipal Employees, AFL-CIO, Local #71 "Union", has it's purpose the harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment. The Agreement shall be consistent with the N. J. Public Employer Employee Statute.

### 1. RECOGNITION

1.1 The employer recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all white collar employees in the classification listed under Appendix A, attached hereto and by reference made a part of this agreement, and for such additional classifications as the parties may later agree to include.

### 2. DEDUCTIONS FROM SALARY

2.1 The Township agrees to deduct from the salaries of its employees subject to this Agreement dues from the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9e as amended. Said monies together with records of any corrections shall be transmitted to the Union by the fifteenth (15) of each month following the monthly pay period in which deductions were made.

2.2 If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice prior to the effective date of such change and shall furnish to the Township either new authorizations form its members showing the authorized deduction for each employee or an official notification on the letterhead of the Union advising of such changed deduction.

2.3 The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township manager. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise ou

of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the Union to the Township or in reliance upon the official notification on the letterhead of the Union and signed by the President and Secretary-Treasurer of the Union advising of such changed deduction.

3. WORK SCHEDULES

3.1 The regularly scheduled work week shall consist of five (5) consecutive seven hour days, Monday through Friday for White Collar Employees.

3.2 Neither the regular starting time of work shifts, nor the work shifts, will be changed without reasonable notice to the affected employees and Union representatives.

4. OVERTIME

4.1 Overtime work will be distributed as equally as possible among employees within the same job title provided the employee is available and has the ability to perform the work.

4.2 All paid overtime shall be paid no later than the last pay check of the month in which such time is worked.

4.3 Overtime work shall be at the direction of the Department Head with the approval of the Township Manager.

4.4 All bereavement days shall be computed as days worked in the computing of overtime.

4.5 In the event the employee is called back to work for unscheduled overtime, the employee shall be compensation at the rate of time and one half after 35 hours.

5. LONGEVITY

5.1. The existing longevity program for all employees on the payroll as of January 1, 1977 shall be continued. For all employees hired after January 1, 1977 this program shall not be in effect.

5.2 The longevity program for those employees "Grandfathered" in Section 1. above shall be as follows:

Each employee eligible pursuant to Section 1 above shall be paid in addition to his annual base pay set forth in Schedule A, longevity compensation based upon length of service in accord with the following schedule.

YEARS OF CONTINUOUS SERVICE

PERCENT OF BASE SALARY

6th through 10th years	2.0%
11th through 15th years	4.0%
16th through 20th years	6.0%
21st through 25th years	8.0%
26th year and thereafter	10.0%

Longevity pay shall be computed on the employee's anniversary date of employment and will be paid every two weeks.

6. SALARY

6.1 Salaries shall be paid in accordance with Schedule A attached hereto.

6.2 An employee who performs work in a higher paid job title for more than thirty (30) consecutive days will be paid the higher classification rate when performing those duties.

7. INSURANCE

7.1 The Municipality shall continue to pay all premium costs for employee and dependant coverage for Blue Cross Blue Shield and Major Medical Insurance coverage.

8. PAID LEAVES

8.1 A. SICK LEAVE

(1) DEFINED - Sick leave is hereby defined as absence from post of duty by an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family who is seriously ill and require the care and attendance of such employee. In the case of an illness of a chronic or recurring nature, causing an employee's periodic or repeated absence for three (3) days or more, only one medical certificate shall be required for every six (6) month period as sufficient proof of need of sick leave by the employee; provided however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause a subsequent absence from employment.

(2) ACCUMULATION - Every employee covered by this agreement shall, in addition to his or her paid vacation and holidays, be granted sick leave as defined above, with pay, for not less than one (1) working

day for every month of service during the first calendar year of employment and fifteen (15) working days in every calendar year thereafter. If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year and such employee shall be entitled to utilize any or all such accumulated leave if and when needed.

8.1 - B If an employee is absent for a period of three (3) days for any of the reasons set forth in the above rule, the employer shall require acceptable evidence on the form prescribed. The nature of the illness and length of time the employee will be absent shall be stated on a doctor's verification.

8.1 - C An employee who does not expect to work because of personal illness or for any of the reasons included in the definition of sick leave here in above set forth shall notify his immediate superior, by telephone or personal message within two hours after the beginning time of the employee's shift, if not, then he or she shall be absent without pay.

8.1 - D Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved on the certificate of any Department of Health.

## 8.2 JURY DUTY

Employees shall be granted a leave of absence with pay any time they required to report for jury duty of jury service. Employees shall paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service.

## 8.3 BEREAVEMENT

In case of death in the immediate family of an employee, the employee will be given up to three (3) working days leave of absence with pay. The term "immediate family" shall include only father, mother, step-parent, mother-in-law, father-in-law, grandparent, sister or brother, spouse, child or foster child of an employee, any grandchildren, daughter-in-law and son-in-law.

## 9. MILITARY SERVICE

9.1 Any employee who is a member of a reserve force of the United States of the State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States Shall be granted a leave of absence

during the period of such activity. Such duty is not to exceed two (2) weeks.

10. WORKMEN'S COMPENSATION

10.1 An employee who is injured on the job, and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his regular shift on that day.

11. SENIORITY

11.1 In all cases of overtime, demotions, layoffs, recall and vacation schedules an employee with the greatest amount of seniority shall be given preference provided he has equal ability to perform the work involved in the job title.

12. HOLIDAYS

The following are recognized as holidays:

1. NEW YEARS DAY
2. PRESIDENTS DAY
3. CHRISTMAS DAY
4. THANKSGIVING DAY (THANKSGIVING FRIDAY)
5. GOOD FRIDAY
6. LABOR DAY
7. FOURTH OF JULY
8. GENERAL ELECTION
9. VETERANS DAY
10. COLUMBUS DAY
11. MEMORIAL DAY

12.1 If one of the above holidays falls on a Saturday it shall be celebrated on the previous Friday. If it falls on a Sunday, it shall be celebrated on the following Monday.

12.2 Or any holiday granted by Township Council, or new legal holiday.

13. VACATIONS

13.1 Employees in the Township services shall be entitled to the following annual vacation days with pay:

- |                              |                                      |
|------------------------------|--------------------------------------|
| A. First Year of Employment: | Half ( $\frac{1}{2}$ ) day per month |
| B. 2 through 5 years         | Eleven (11) working days             |
| C. 6 through 10 years        | Thirteen (13) working days           |
| D. 11 through 20 years       | Eighteen (18) working days           |
| E. 20 years and over         | Twenty (20) working days             |

13.2 Where in any calendar year the vacation or any part thereof is not used, vacation periods shall accumulate and shall be granted during the next succeeding calendar year only.

13.3 Vacations shall be granted with the approval and at the discretion of the Department Head.

14. NO STRIKE AND NO LOCKOUT PLEDGE

14.1 During the term of this Agreement, the Union agrees on behalf of itself and insofar as is legally possible on behalf of each of its members that there will be no strike of any kind and the Township agrees that it will not cause any lockout.

14.2 The Union covenants and agrees that neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted 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 of the employee's duties of employment), work stoppage, slowdown, walkout or other illegal job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

14.3 In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by any Union member shall entitle the Township to invoke any of the following alternatives:

1. Withdrawal of recognition
2. Withdrawal of dues deduction privileges (if previously granted

OR

3. Such activity shall be deemed grounds for termination of employment of such employee or employees.

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

15. EQUAL TREATMENT

15.1 The employer and the Union agree that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, union membership or union activity or lack of union activity.



16. DISCIPLINE

16.1 Discipline and discharge may be undertaken by the Township for just cause.

17. GRIEVANCE PROCEDURE

Any grievance or dispute that might arise between the parties with references to the application, meaning or interpretation of this Agreement shall be settled in the following manner:

STEP 1. The agrieved employee or the Union Steward at the request of the employee shall take up the grievance or dispute with the employee's immediate supervisor within a ten (10) working day period or it shall be deemed to constitute an abandonment of the grievance. Upon proper presentation of a grievance, the supervisor shall then attempt to adjust the matter and shall respond to the employee or steward within three (3) working days.

STEP 2. If the grievance has not been settled, it shall be presented in writing by the Union Steward (or Union Grievance Committee) to the Township Manager within five (5) work days after the response of the Supervisor is due. The Township Manager shall meet with the Union Steward (or the Union Grievance Committee) and respond in writing within three (3) working days.

17.1 Agents of the Union, who are not employees of the Employer, will be permitted to visit the employees during working hours at their work stations for the purpose of discussing Union representation matters, so long as such right is reasonably exercised and there is no undue interference with work progress. Such representatives shall also be recognized by the Employer as authorized spokesmen for the Union in matters between the parties regarding employees.

17.2 The Employer and the Union agree in conjunction with the grievance procedure that each will give reasonable consideration to requests of the other for meetings to discuss grievances pending at any step of the grievance procedure.

17.3 In the event that the grievance(s) can not be resolved at the STEP 2 level of the grievance procedure, either party to this agreement may proceed to arbitration. Such arbitration shall be conducted according to the provisions of the Public Employee Relations Commission. Such arbitration shall be advisory in nature. The fee for such arbitration

shall be shared equally by the parties to the arbitration.

18. GENERAL PROVISIONS

18.1 Bulletin boards will be made available by the Employer at each work location for the use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature.

19. UNION RIGHTS

19.1 The Employer will grant released time without pay to no more than one (1) Township Employee to attend an annual International Convention not to exceed five (5) working days.

19.2 The unit shall have a named Union Steward who may act as the spokesman for employees of the bargaining unit. The Union shall notify the Township Manager in writing of the name of such Steward and of any changes. No person not named in writing as a Steward by the Union may speak for employees in the bargaining unit.

20. MANAGEMENT RIGHTS

20.1 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 following rights:

- A. To the executive management and administrative control of the Township Government and its properties and facilities, and the activities of its employees;
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees;
- C. To suspend, demote, discharge or take other disciplinary action.

20.2 The exercise of the foregoing powers, rights, authority, duties or responsibilities, the adoption of policies, rules, regulations and practices in furtherance thereof, 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.

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

21. FULLY BARGAINED PROVISIONS

21.1 This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. 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 other parties at the time they negotiated or signed this Agreement.

21.2 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this 19<sup>TH</sup> day of NOVEMBER, and agree to abide by all terms and conditions as set forth herein in pages 1 through 10.

FOR GALLOWAY TOWNSHIP

FOR AFSCME:



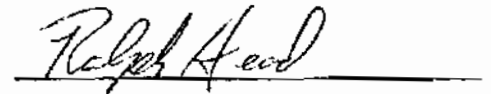
DAVID F. WHITE  
MAYOR



JOAN MAYBIN  
PRESIDENT



AUDREY P. WOODS  
TOWNSHIP CLERK



RALPH HEAD  
STAFF REPRESENTATIVE

SCHEDULE "A"

The following salaries shall be paid to the respective white collar title, retroactive to January 1, 1979, or the date of appointment or the date of promotion.

<u>TITLE</u>	<u>SALARY</u>	<u>HIRING &amp; PROMOTIONAL OR MERIT INCREASE RANGE</u>
Sr. Clerk - Township Clerk	\$	\$6,126. - \$7,990.
Sr. Account Clerk - Tax Collector	\$ 7,990.	\$6,126. - \$7,990.
Account Clerk - Tax Collector	\$ 6,126.	\$5,981. - \$7,363.
Sr. Account Clerk - Tax Assessor	\$ 7,465.	\$6,126. - \$7,990.
Account Clerk - Tax Assessor	\$ 6,555.	\$5,981. - \$7,363.
Senior Clerk - Court	\$ 7,990.	\$6,126. - \$7,990.
Records Clerk I - Police	\$ 7,990.	\$6,126. - \$7,990.
Records Clerk II - Police	\$ 6,126.	\$5,981. - \$7,363.
Clerk-Typist - Code Enforcement	\$ 6,555.	\$5,981. - \$7,363.