

75-77

A G R E E M E N T

This Agreement made this 24th day of May, 1976,
between CLARK TOWNSHIP (hereinafter called "Employer") and UNION COUNCIL NO. 8, NEW JERSEY CIVIL SERVICE ASSOCIATION (hereinafter called "The Association");

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and all other conditions of employment;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the Employer recognized as being represented by The Association as follows:

ARTICLE I

RECOGNITION

The Employer hereby recognizes Union Council No. 8, New Jersey Civil Service Association as the exclusive representative for clerical and secretarial employees, plumbing inspector, sanitary inspector and building maintenance employees of the Township of Clark.

ARTICLE II

PAYROLL DEDUCTION OF ASSOCIATION DUES

Section 1. The Employer agrees to deduct from the salaries of employees dues for The Association when authorized in writing to do so by each employee. Individual authorization forms shall be furnished and filed by The Association with the appropriate business office of the Employer.

An authorization for deduction of the Association membership dues shall be terminated automatically when an employee is removed from the payroll of the Employer. Where an employee takes a leave of absence without pay for one month or more or for any payroll deduction period, there shall be no obligation on the part of the Em-

ployer to collect funds during such absence. Upon his return to employment, at the termination of his leave, the Employer shall continue to deduct dues from his salary in accordance with the payroll deduction program agreed upon by the parties.

Section 2. The amount of monthly Association membership dues will be certified by the President of the Association in writing to the Employer and the amount so certified will be uniform for all members of The Association.

ARTICLE III

ASSOCIATION BUSINESS

Section 1. The Association shall advise the Employer in writing of the names of its representatives.

Section 2. The Association shall neither solicit members nor conduct any business on Employer's property during Employer assigned working schedules of either the representatives of The Association or the employee involved except for the following:

- a) Collective bargaining;
- b) Time spent conferring with Management or employees on specific grievances as specified in the Grievance Procedure, provided that there shall be no unreasonable interference with work assignments, and in the event of a conflict the work assignments shall have priority.

Section 3. When an authorized representative is excused from his assigned duties, he shall:

- a) Arrange with his supervisor to leave his work;
- b) Notify the supervisor of any Employer facility or job location visited on arrival;
- c) Notify the supervisor of return to the job;
- d) Record his time out and time in with his supervisor upon leaving and returning to his job.

ARTICLE IV

MANAGEMENT RIGHTS

The Association recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Employer. All of the rights, powers, prerogatives and authority possessed by the Employer prior to the signing of this Agreement

are retained exclusively by the Employer subject only to such limitations as specifically provided in this Agreement.

ARTICLE V

HOURS OF WORK

Section 1. The established hours of work for all employees, except as otherwise hereinafter expressly provided, shall be 35 hours in a week of 5 days, beginning on Monday and terminating on Friday. Each day's work, except if otherwise requested by the department head and agreed to by The Association, shall begin at 9:00 A.M. and terminate at 4:00 P.M.

Section 2. The work week of the building maintenance employees of the Department of Public Works and Engineering shall be 40 hours, except if otherwise directed by the department head.

ARTICLE VI

PAY PERIODS

The Township shall pay its employees by weekly payroll schedule of 52 times annually. Each payroll period shall consist of five (5) working days, so that the weekly rate of pay of each employee shall be 1/52nd of his annual salary. In a year in which 53 weeks shall occur, the weekly rate of pay of each employee shall be 1/53rd of his annual salary.

ARTICLE VII

SALARIES

Section 1. Effective January 1, 1975, all employees in addition to annual increments (Article IX), shall receive a Five Hundred Fifty Dollar (\$550.00) increase in their annual salary, prorated for part-time employees.

Section 2. Effective January 1, 1976, in addition to annual increments (See Article IX), all employees shall receive a Five Hundred Dollar (\$500.00) increase in their annual salary, prorated for part-time employees.

Section 3. Annual salaries for all employees, effective as of January 1, 1975, and effective as of January 1, 1976, are all as set forth on Schedule "A" attached hereto.

ARTICLE VIII

OVERTIME

Section 1. All employees shall be compensated for overtime work when such compensation has been authorized in the municipal budget and approved by the employee's department head or his authorized designee and the Business Administrator.

Section 2. Overtime shall be paid at the rate of time and one-half upon the completion of an employee's established work week of five (5) days.

Section 3. When an employee is summoned to work in an emergency by his or ^{her} director or department head (emergency shall be defined as an unforeseen combination of circumstances which calls for immediate action), he shall be credited with a minimum of four (4) hours time at the rate of time and one-half on weekdays and Saturdays, and at the rate of double time on Sundays (12:01 to 12 Midnight).

Section 4. In place of payment of overtime, an employee may be granted leave with pay as compensation for overtime work. This leave shall be calculated on a time and one-half basis. Such request must be approved by the employee's department head.

ARTICLE IX

INCREMENTS

Annual increments will be given to those who are entitled to one on employee's anniversary, and monies for such increments will be provided by the Municipal Council in the municipal budget for that calendar year.

ARTICLE X

LONGEVITY

Each employee completing five (5) years of continuous, un-

interrupted service shall become eligible for longevity payment computed as follows:

- a) For each five (5) year period of service, as outlined above, each employee of the Township shall receive \$208.00 per annum in addition to the current annual salary specified in this Agreement on Schedule "A".
- b) The effective date as to eligibility for longevity shall be the anniversary date of the individual's employment by the Township of Clark.
- c) Any employee hired by the Township of Clark subsequent to execution of this Agreement shall not be eligible for payments under the Longevity Program.

ARTICLE XI

VACATIONS

All employees shall be entitled to the following minimum vacation periods with pay:

- a) During the first calendar year of employment, employees shall earn one vacation day for each month of service during the calendar year following the date of appointment;
- b) All employees having 1 to 5 years of service: 12 working days vacation during each year of service;
- c) All employees having 6 to 10 years of service: 15 days vacation during each year of service;
- d) All employees having 11 to 20 years of service: 21 working days vacation during each year of service;
- e) All employees, beginning their 21st year of service, and for each year of service thereafter: 25 working days vacation during each year of service.

When any vacation, or part of it, cannot be taken in the

calendar year when earned, because of the work load in a department, the same can be taken in the following year, with the consent of the department head, which consent shall not be unreasonably withheld, but such accumulated vacation days may not be extended beyond the second year.

ARTICLE XII

HOLIDAYS

Section 1. All employees shall be entitled to the following holidays:

New Year's Day
Lincon's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day (General)
Veteran's Day
Thanksgiving Day
Christmas Day

Section 2. Any additional time off, such as the Friday after Thanksgiving, Christmas Eve (or a portion thereof), New Year's Eve (or a portion thereof), shall be established by proclamation of the Mayor.

Section 3. If a holiday, as listed in Section 1 falls on a Sunday, the Monday immediately following shall be observed.

Section 4. If a holiday falls during an employee's vacation or extended sick leave, he shall receive an additional day off.

ARTICLE XIII

PERSONAL LEAVE DAYS

Employees are entitled to two (2) days leave with pay for personal business during 1975, and two (2) days leave with pay each year thereafter. The granting of personal days off shall be for personal business. Where possible, requests for leave shall be asked for and obtained in advance of the requested date

or dates from the employee's department head. Leave days must be used in the one year period and shall not be cumulative year to year except for the two day leave in 1975 which may be carried over to 1976 only.

ARTICLE XIV

INOCULATION

Section 1. The Employer shall provide, at its expense, inoculation against influenza or any epidemic if declared as such by the State Department of Health. This precautionary measure shall be performed by a physician selected by the administration.

ARTICLE XV

LEAVE BECAUSE OF DEATH

Section 1. Leave with pay, not exceeding three days, shall be granted by the Department Head with the approval of the Business Administrator, to any employee in the event of a death in his "immediate family", for all the purposes of this section, shall include only the employee's spouse, child, parent or grandparent; brother or sister; the child, parent or grandparent, brother or sister of his spouse, or other person who is a member of his household.

ARTICLE XVI

LEAVE WITHOUT PAY

Section 1. In the case of illness, leave without pay shall be granted only when the employee has used his accumulated sick leave. In the event leave without pay is requested for reasons other than illness, an employee must have used his

vacation leave. Written request for leave without pay must be signed by the employee, endorsed by his Department Head and approved by the Business Administrator before becoming effective. Such leave, except for military leave without pay, shall not be approved for a period longer than six months at one time. The Business Administrator, with the Department Head's consent, may extend such leave for an additional six months or any portion thereof.

A request for any type of leave, except sick leave or because of death in the family, shall be made ten (10) days in advance to permit engaging a substitute for the particular position held by the applicant.

ARTICLE XVII

MILITARY LEAVE

Section 1. Any full time employee, who is a member of the National Guard, Air National Guard or a reserve unit of any of the armed forces of the United States and is required to engage in field training, shall be granted a military leave of absence with pay for the period of such training. Such paid leave of absence shall not affect his vacation.

Section 2. When a full time employee has been called to active duty or inducted into the military or naval forces of the United States, he shall be granted an indefinite leave of absence without pay for the duration of such military service. Each such employee must be reinstated without loss of privileges or seniority, provided he reports for duty with the Township within ninety (90) days following his honorable discharge from military service.

ARTICLE XVIII

PART TIME EMPLOYEES

Section 1. All part time employees shall participate in

all of the benefits accorded full time employees with the exception of pensions, hospitalization and medical coverage unless otherwise required by Civil Service law or other law. Part time employees are eligible for Blue Shield, Blue Cross and Rider J coverage if the work week is established at twenty-three (23) hours or more. Sick leave and vacation time shall follow the same schedule as allowed full time employees, payment therefor being at the same rate of time or pay as provided in the employee's regular work schedule.

ARTICLE XIX

MISCELLANEOUS BENEFITS

Blue Cross, Blue Shield and Rider J Coverage (to be updated, as agreed upon in collective bargaining during the calendar year of 1975) shall be provided by the employer to all employees covered by this agreement.

The following benefits shall also be provided by the employer:

1. Group Life Insurance - \$10,000.00;
2. Group Accident Insurance;
 - a) Indemnities for Death, Dismemberment and Loss of Sight -- Accidents (employees only);
 - b) Weekly Indemnity for Total Disability (employees only) \$65.00 per week - beginning the eighth day of disability - paid to the employee - for a period not to exceed twenty-six (26) weeks;
 - c) Major Medical Expense Benefits - for Employees and their Dependents
\$100 deductible - after which 80% of expenses are paid

All benefits enumerated in this Article shall be provided by the employer, at no cost to the employee.

ARTICLE XX

DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the employer, or any of its agents, against the employees represented by The Association because of any membership or activity in The Association. The Association, or any of its agents, shall not intimidate or coerce employees into membership.

ARTICLE XXI

GRIEVANCE PROCEDURE

Section 1. A grievance within the meaning of this agreement shall be limited to any controversy or dispute arising between the parties hereto relating to any matter of wages, hours, and working conditions, or any dispute between the parties involving interpretation or application of any provisions of this agreement, exclusively.

Section 2. The purpose of this Article is to provide for the expeditious and mutually satisfactory settlement of grievances, and to that end, the following procedures shall be followed:

Step 1. An employee with a grievance shall first discuss it with his Department Head and/or supervisor directly and in the presence of a local Association representative for the purpose of resolving the matter informally. A grievance must be presented under the Grievance Procedure described herein within five (5) working days of the time that the employee knew of the occurrence of the condition giving rise to the grievance. It is understood and agreed that time off the job, be it with or without pay, shall not be counted as "working days" under Step 1 of the Grievance Procedure. If it is not presented within the aforementioned time period, it

shall not thereafter be considered a grievance under this Agreement, unless reason satisfactory to the Employer is given in explanation of the failure to present the grievance within such time.

Step 2. If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, or if no decision has been rendered within three (3) working days after presentation of that grievance at Step 1, the employee may file a grievance appeal in writing to the Business Administrator. A hearing on the grievance shall be held between the Business Administrator and the Association's designated representative and the employee affected, and any witnesses within seven (7) working days of the receipt of the grievance. The Business Administrator shall render a decision in writing within five (5) working days of the hearing.

Step 3. If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, or if no decision is rendered within the time required as aforesaid, the employee may file a grievance appeal in writing with the Grievance Committee. The Grievance Committee shall consist of:

1. The President of the Association, or his designated representative;
2. The local Association representative;
3. The Department Head, or his designee;
4. The Business Administrator, or his designee.

The Grievance Committee shall meet within seven (7) days of the receipt by it of the written grievance and shall promptly convene to consider the grievance. A hearing on the grievance shall be held by the Griev-

ance Committee to gather any information necessary for a decision. The Grievance Committee will render a final decision in writing within five (5) days of the hearing.

If the grievance is resolved by unanimous action of the Grievance Committee, the decision of the Grievance Committee shall be binding on all parties. If the decision of the Grievance Committee is not unanimous, then in that event, either party may, within thirty (30) days, request the Public Employment Relations Commission to appoint an arbitrator who shall have full power to hear and determine the dispute and the arbitrator's decision shall be final and binding on all parties.

The arbitrator shall have no authority to change, modify or amend the provisions of this agreement.

It shall be the intention of the parties to settle all differences between the Employer and The Association through grievance procedures of this agreement. Therefore, the Employer agrees that it will not lock out its employees and The Association agrees that they will not strike, slow down or cause a slow down or engage in any work stoppage during the term of this agreement. Any employee who violates the terms of this section shall be subject to discharge.

The Employer and The Association agree that it is generally advisable to avoid public statements to the mass media prior to exhaustion of the aforesaid grievance procedures. The Employer and The Association further agree that in the event it is deemed necessary to issue statements to the mass media at anytime during or after the aforesaid grievance procedures, said statements shall be made by the Employer through its Business Administrator or his duly authorized agent and both parties agree they will use their best efforts to prevent the mak-

ing of statements relative to the matters in controversy by persons other than those mentioned herein.

ARTICLE XXII

MAINTENANCE OF WORK OPERATIONS

Section 1. There shall be no lock-outs, strikes, work stoppages or slow-downs of any kind during the life of this Agreement. No officer or representative of The Association shall authorize, institute or condone any such activity. No employee shall participate in any such activity. The Employer shall have the right to take disciplinary action, including discharge, against any employee participating in a violation of the provisions of this Article.

ARTICLE XXIII

SAVINGS CLAUSE

In the event that any Federal or State legislation, governmental regulation or Court decisions cause invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect.

ARTICLE XXIV

RETENTION OF BENEFITS

The Township agrees that all benefits, terms and conditions of employment relating to the status of members in Union Council No. 8, New Jersey Civil Service Association, not covered by this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective negotiations leading to the execution of this Agreement and as provided for in this Agreement.

ARTICLE XXV

CIVIL SERVICE RULES

The parties agree that all hirings, layoffs, and separations shall be in accordance with the REVISED CIVIL SERVICE RULES FOR THE STATE OF NEW JERSEY as applicable to the Township and that the Civil Service laws and rules shall be applicable to all employees.

ARTICLE XXVI

DURATION

This Agreement shall be in effect from January 1, 1975, through ~~December 31, 1977~~. Collective negotiations for salaries only for the calendar year 1977 shall commence no later than ten days after September 1, 1976.

Collective negotiations on the terms of a new Agreement shall commence no later than ten days after September 1, 1977.

This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the date of expiration set forth herein until the parties have mutually agreed on a new Agreement.

Attest:

TOWNSHIP OF CLARK

Edward Kucharski
Township Clerk

Samuel J. Gorman
Mayor

UNION COUNCIL NO. 8, NEW JERSEY CIVIL SERVICE ASSOCIATION

Alex Sachanski, Secretary
4/30/76

Joseph Bragg 4-30-76
Pres.

"SCHEDULE A"

TITLE	1975		1976	
	Minimum	Maximum	Minimum	Maximum
Administrative Secretary -- Township Clerk's Office	\$ 7,784.00	\$10,034.00	\$ 8,284.00	\$10,534.00
Principal Clerk-Bookkeeper (Stenography)	6,984.00	9,174.00	7,484.00	9,674.00
Municipal Court Clerk & Violations Clerk	7,284.00	9,504.00	7,784.00	10,004.00
Deputy Municipal Court Clerk	5,934.00	7,628.00	To be adopted by Council	
Administrative Secretary -- Administration	7,784.00	10,028.00	8,284.00	10,528.00
Purchasing Assistant - Registrar of Vital Statistics	7,284.00	9,478.00	7,784.00	9,978.00
Principal Clerk (Typing) (Administration)	6,784.00	8,936.00	7,284.00	9,436.00
Plumbing Inspector	6,634.00	8,634.00	2,800.00	3,300.00
Sanitary Inspector	9,950.00	11,550.00	10,450.00	12,050.00
Principal Clerk (Typing) (Public Works)	6,784.00	8,968.00	7,284.00	9,468.00
Principal Clerk Stenographer	6,984.00	9,141.00	7,484.00	9,641.00
Sr. Maintenance Repairman	7,290.00	9,390.00	7,790.00	9,890.00
Building Maintenance Worker	6,384.00	7,984.00	6,884.00	8,484.00
Assistant Tax Collector	8,084.00	10,378.00	8,584.00	11,378.00
Principal Bookkeeping Machine Operator	7,284.00	9,484.00	7,784.00	9,984.00
Senior Cashier	6,684.00	8,614.00	7,184.00	9,114.00
Assessing Clerk Typist	6,350.00	8,250.00	6,850.00	8,750.00

<u>Employee's Name and Title</u>	<u>1975 Salary</u>	<u>1976 Salary</u>
Catherine Clancy, Adm. Secty.--Twp.Clerk	\$ 10,034.00	\$ 10,534.00
Sophie Hejselbak, Princ. Clerk Bkkpr. (Steno.)	9,174.00	9,674.00
Dorothy Tyrrell, Mun. Court Clerk & Violations Clerk	8,394.00	9,449.00
Plus increment due on anniversary date 8/1/75 & 8/1/76	+555.00	+ 555.00
TOTALS 8/1/75 & 8/1/76	8,949.00	10,004.00
Elizabeth A. Massarelli, Deputy Mun. Court Clerk	6,484.00	7,407.50
Plus increment due on anniversary date 8/19/75 & 8/19/76	+ 423.50	+ 423.50
TOTALS 8/19/75 & 8/19/76	6,907.50	7,831.00

"SCHEDULE A"
CONTINUED

<u>Employee's Name and Title</u>	<u>1975 Salary</u>	<u>1976 Salary</u>
Helen Veverka, Adm. Secty.--Adm.	\$ 10,028.00	\$ 10,528.00
Bette Smith, Purchasing Asst./ Registrar of Vital Statistics	9,478.00	9,978.00
Jean Faeser, Princ. Clerk (Typing)	8,936.00	9,436.00
Karl Kummer, Plumbing Inspector	4,557.60	2,800.00*
Richard B. Proctor, Sanitary Inspector Plus increment due on anniversary dates 1/1/75 & 1/1/76	9,950.00 + 400.00	10,850.00 + 400.00
TOTALS 1/1/75 & 1/1/76	10,350.00	11,250.00
Olga Sachenski, Princ. Clerk (Typing)	8,968.00	9,468.00
Angeline Dios, Princ. Clerk Stenographer	9,141.00	9,641.00
Anthony Iorio, Sr. Maint. Repairman (30 hr. work week)	4.46 per hr.	4.72 per hr.
Philip Mirizio, Building Maint. Worker (30 hr. work week)	3.26 per hr.	3.52 per hr.
Helen McNamara, Assistant Tax Collector	10,878.00	11,378.00
Helen Opalack, Princ. Bookkeeping Machine Operator	9,484.00	9,984.00
Mary Kellis, Senior Cashier	8,614.00	9,114.00
Patricia Kostick, Assessing Clerk Typist Plus increment due on anniversary dates 9/30/75 & 9/30/76	6,350.00 + 475.00	7,325.00 + 475.00
TOTALS 9/30/75 & 9/30/76.....	6,825.00	7,800.00

*Reduction in salary agreed to by Mr. Kummer 5/14/76, with agreement by Administration that all benefits now afforded to Mr. Kummer by the Township of Clark are to be retained.

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