

AGREEMENT

Between

CLARK TOWNSHIP

and

UNION COUNCIL NO. 8, I.F.P.T.E., AFL-CIO

REPRESENTING WHITE COLLAR EMPLOYEES

EFFECTIVE January 1, 2002 through December 31, 2004

Union Council No. 8
I.F.P.T.E., AFL-CIO

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TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
Witnesseth		1
1	RECOGNITION	1
2	REPRESENTATION FEE	2
3	ASSOCIATION BUSINESS	3
4	MANAGEMENT RIGHTS	4
5	HOURS OF WORK	4
6	PAY PERIODS	5
7	SALARIES	5
8	OVERTIME	7
9	INCREMENT/PROMOTIONS	8
10	LONGEVITY PROGRAM	8
11	VACATIONS	9
12	HOLIDAYS	10
13	PERSONAL LEAVE DAYS	11
14	SICK LEAVE, LEAVE OF ABSENCE AND OTHER LEAVE; FLEX TIME	11
15	PART TIME EMPLOYEES	16
16	MISCELLANEOUS BENEFITS	16
17	MEDICAL BENEFITS TO RETIRED MEMBERS	18
18	INOCULATION	19
19	NON-DISCRIMINATION	19

20	GRIEVANCE PROCEDURE	19
21	MAINTENANCE OF WORK OPERATIONS	21
22	SAVINGS CLAUSE	21
23	RETENTION OF BENEFITS	22
24	CLOTHING ALLOWANCE	22
25	CIVIL SERVICE RULES	23
26	JOB VACANCY, EMPLOYMENT LEVELS	23
27	DURATION	24

THIS AGREEMENT made and entered into this day of 2002, effective January 1, 2002, by and between THE TOWNSHIP OF CLARK, a Municipal Corporation of the State of New Jersey (hereinafter known and designated as the Employer) and UNION COUNCIL NO. 8, I.F.P.T.E., AFL-CIO (hereinafter known and designated as the Association).

WITNESSETH:

WHEREAS, it is the purpose of this Agreement to prescribe the legitimate rights of those Municipal Employees recognized as being represented by the Association and to provide orderly and peaceful procedures for presenting employee grievances and proposals, and to protect the rights of the public in the Township of Clark;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1

RECOGNITION

The Employer hereby recognizes Union Council No. 8, I.F.P.T.E., AFL-CIO as the exclusive representative for clerical and secretarial employees, sanitary inspector, building maintenance employees, communication operators and police records clerk working within the Police Department, of the Township of Clark, but excluding all managerial executives, confidential employees, supervisory employees within the meaning of the Act, police officers, craft employees, secretary to the mayor and secretary to the Business Administrator, all division and department heads, and all other employees employed by the Township of Clark.

ARTICLE 2

REPRESENTATION FEE

a. Notice and Amount of Fee

If an employee in the bargaining unit is not a member of the Association during the term of this Agreement, and during the period, if any, between successive Agreements, such employee shall be required to pay a representation fee to the Association during such term of period. The purpose of the representation fee is to provide for payment to the Association of a fee in lieu of dues for services rendered by the Association, and thereby to offset the cost of services rendered by the Association as majority representative. In order to adequately offset the cost of services rendered by the Association, the representation fee shall be 85% of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members.

The Employer shall submit an up-to-date list of all employees in the unit to the Association at least once each month. The Employer shall advise the Association of any new hires within fourteen (14) days of said employee's hiring. The Association shall submit to the Employer a list of those employees in the unit who are not members of the Association. The Employer shall deduct from the salary of such employee in accordance with "b" below, the full amount of the representation fee and shall transmit promptly the amount so deducted to the Association. The Association shall notify the Employer in writing of any changes in the list and/or the amount of the representation fee, and such changes shall be reflected in any deduction made.

b. Payroll Deduction Schedule

The Employer shall deduct a representation fee in equal installments as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the membership

period fixed by the Association. The deductions will begin with the first paycheck paid ten days after the receipt of the aforesaid list by the Employer (or 30 (thirty) days after the employee begins his/her employment in the bargaining unit position) and every pay check thereafter except where the employee is continued in the employ of the Employer in a non-bargaining unit position or is on layoff, in which event the deductions will begin with the first paycheck paid 10 (ten) days after the resumption of the employee's employment in a bargaining unit position. Except as otherwise provided herein, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues paid to the Association by payroll deduction.

c. Purpose of Article

The purpose of this Article is to provide for payment of representation fees as set forth in Chapter 477 P.L. 1979 of New Jersey or any amendments thereto, and anything herein which may be inconsistent with said law shall be deemed to be changed to conform with said law. The Association has represented that it has established a "demand and return" system pursuant to the foregoing law, which is available to employees who pay the representation fee.

ARTICLE 3

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 assignment shall have priority.

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

- a. Arrange with his/her supervisor to leave work;
- b. Notify the supervisor of any employee 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/her supervisor upon leaving and returning to the job.

ARTICLE 4

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 5.

HOURS OF WORK

Section 1. The established hours of work for all employees, (except as otherwise hereinafter expressly provided,) shall be thirty-five (35) hours in a workweek of five (5) days, beginning on Monday and terminating on Friday. Each day's work shall begin at 8:30 a.m. and terminate at 4:00 p.m., with a half hour (1/2) hour lunch break.

Section 2. The workweek of the building maintenance employees of the Department of Public Works shall be 40 hours, except if otherwise directed by the Department Head.

Section 3. The Clark Police Department Public Safety Communications Operators will continue to be assigned to a 4-day-on-4-day-off schedule with a ten and three quarters (10.75) hour workday. The work shifts shall be determined at the discretion of the Chief of Police or his designee. Shift assignments shall be made in accordance with a seniority bid system. (All vacation holiday pay days, personal days, and sick time shall be converted to an hourly total from an eight (8) hour day to a (10.75) hour day. In order to meet specific needs of the Department either for vacation, training, or other personnel shortages, shift assignments may be altered to ensure continuous coverage of the Communications Desk. Every effort shall be made to give at least seven (7) days advance notice of shift changes except in emergency situations.

ARTICLE 6

PAY PERIODS

The Township shall pay its employees on a bi-weekly payroll schedule of twenty-six (26) times annually. Each payroll period shall consist of ten (10) working days, so that the bi-weekly rate of pay of each employee shall be $1/26^{\text{th}}$ of the employee's annual salary. In a year in which 27 pay periods shall occur, the bi-weekly rate of pay of each employee shall be $1/27^{\text{th}}$ of the annual salary. All newly hired employees will be paid one week in arrears.

ARTICLE 7

SALARIES

Section 1. Effective retroactive to January 1, 2002, all bargaining unit members, except the Communication Operators, shall receive a 3.00% percent increase to be applied to the members base rate of pay as of December 31, 2001.

Section 2. Effective January 1, 2003, all bargaining unit members, except the Communication Operators, shall receive a 3.25% percent increase to be applied to the members base rate of pay as of December 31, 2002.

Section 3. Effective January 1, 2004, all bargaining unit members, except the Communication Operators, shall receive a 3.50% percent increase to be applied to the members base rate of pay as of December 31, 2003.

Section 4. Minimum and maximum salaries for all bargaining unit members, except the Communication Operators, effective as of January 1, 2002 through December 31, 2004 , are set forth on Schedule "A" attached hereto.

Section 5. In calculating the Salary increases set forth in this Section, the bargaining unit employee's base rate of pay shall be his/her actual salary or the minimum salary as set forth on Schedule "A" attached hereto, whichever is greater.

Section 6. A new pay scale for Communication Operators, which is attached hereto as Schedule "B" will be implemented effective January 1, 2002. Current employees will be placed on the scale by use of the following formula – present salary times 3.0% with resultant placed on the Salary Guide. If the resultant salary falls between steps on the Salary Guide, the employee shall be moved to the next higher step. Effective January 1, 2003 and January 1, 2004, Communication Operators shall receive step increases, but not the general wage increases provided herein. If, however, a Communication Operator reaches the maximum of the salary guide (\$44,000.00) in either 2003 or 2004 and therefore does not receive a step increase, such employee will receive a general wage increase equal to the general wage increase provided for the White Collar employees in the year in which such Communication Operator does not receive a step increase.

ARTICLE 8

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 authorized designee and the Business Administrator.

Section 2. Overtime shall be paid at the rate of time and one-half (1 ½) upon the completion of an employee's established workweek of five (5) days.

Section 3. When an employee is summoned to work in an emergency by his/her director or department head (emergency shall be defined as an unforeseen combination of circumstances which calls for immediate action), the employee shall be credited with a minimum of four (4) hours time at the rate of time and one-half (1 ½) on weekdays and Saturdays, and at the rate of double time on Sundays (12:01 to 12 midnight).

The Clark Police Department Communication Operators shall be compensated at the rate of time and one-half (1 ½) for all call-ins above the normal 10.75-hour tour of duty.

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 (1 ½) basis. Such request must be approved by the employee's department head. Effective for calendar year 2002, there shall be a cap of 100 hours on the amount of compensatory time that may be accumulated and such time must be used within twelve (12) months of when it was earned. Once an employee elects to be paid by compensatory time for overtime worked, the payment must be taken in compensatory time and will not be paid in cash. Employees with a current bank of comp time in excess of 100 hours must use or get paid for enough comp time to reduce the bank to the 100 hour maximum during the first 2 years of the contract (2002 and

2003) and they may not accumulate additional comp time until the bank is below the 100 hour cap.

ARTICLE 9

INCREMENTS/PROMOTIONS

Section 1. Increases of \$550.00 shall be paid to employees on their anniversary date of hire, until they reach the maximum salary. Part time employees shall have the increment prorated.

Section 2. Effective retroactive to January 1, 1996, each employee receiving an approved title change or promotion shall receive a \$500.00 increment added to their base salary.

ARTICLE 10

LONGEVITY PROGRAM

NOTE: Any employee hired after January 1, 1991, shall not be eligible for the longevity program.

Each employee hired prior to January 1, 1991 who completes five (5) years of continuous uninterrupted 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 the following in addition to the current annual salary:

After 5 continuous years	\$ 500.00
After 10 continuous years	1,000.00
After 15 continuous years	1,500.00
After 20 continuous years	2,000.00
After 25 continuous years	2,500.00

b. The effective date as to eligibility for longevity shall be the anniversary date of the individual's employment by the Township of Clark and the amount shall be as set forth above.

ARTICLE 11

VACATIONS

Section 1. All employees shall be entitled to the following vacation period, with pay:

Less than one (1) year	One (1) day per month for each full month
One (1) to five (5) years	Twelve (12) working days
Six (6) to ten (10) years	Seventeen (17) working days
Eleven (11) to twenty (20) years	Twenty-three (23) working days
Twenty-one (21) + years	Twenty-seven (27) working days

Clark Police Department Communication Operators shall be entitled to the following vacation period, with pay:

Less than one (1) year	One (1) full day for each month of employment with a maximum of six (6) working days
One (1) year to five (5) years	Nine (9) working days
Six (6) to ten (10) years	Thirteen (13) working days
Eleven (11) to twenty (20) years	Seventeen (17) working days
Twenty-one (21) + years	Twenty (20) working days

Section 2. If any vacation, or part of it, cannot be taken in the calendar year when earned because of the workload in the 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.

Section 3. Any employee whose employment has terminated for any reason except retirement, shall have his/her vacation prorated in the year of termination in accordance with his/her work schedule. For employees working a thirty-five (35) hour workweek the prorating shall be as follows:

<u>AMOUNT OF SERVICE</u>	<u>WORK DAYS/HOURS EARNABLE & ACCRUABLE PER CALENDAR MONTH</u>	<u>MAXIMUM WORK DAYS/HOURS EARNABLE & ACCRUABLE PER YEAR</u>
1 THROUGH 5 YEARS (CONTINUOUS)	1.0 DAYS OR 7.0 WORK HOURS	12 DAYS OR 84 WORK HOURS
6 THROUGH 10 YEARS (CONTINUOUS)	1.4 DAYS OR 9.8 WORK HOURS	17 DAYS OR 119 WORK HOURS
11 THROUGH 20 YEARS (CONTINUOUS)	1.9 DAYS OR 13.3 WORK HOURS	23 DAYS OR 161 WORK HOURS
21+ YEARS (CONTINUOUS)	2.25 DAYS OR 15.75 WORK HOURS	27 DAYS OR 189 WORK HOURS

ARTICLE 12

HOLIDAYS

Section 1. The employees shall receive the following thirteen (13) official holidays per year:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Should any of the listed holidays fall on a Saturday, the preceding Friday shall be considered the holiday and paid accordingly. Should any of the listed holidays fall on a Sunday, it shall be celebrated Monday and paid accordingly.

Section 2. In the event a holiday named in this contract falls during an employee's vacation period or extended sick leave, such employee shall receive an additional day's vacation. This section does not apply to Communication Operators.

Section 3. Any additional time off shall be established by proclamation of the Mayor.

Section 4. The Clark Police Department Public Safety Communication Operators shall be entitled to ten (10) paid holidays which reflects the schedule change from an eight (8) hour workday to a 10.75 hour workday $13 \text{ holidays} \times 8 \text{ hours} + 104 \text{ hours} - 10.75 = 10 \text{ days}$.

ARTICLE 13

PERSONAL LEAVE DAYS

Section 1. Employees are entitled to two (2) days leave with pay for personal business except an employee shall receive one (1) personal day for each six (6) months of employment in the year of hire or year of termination. The granting of personal days off shall be for personal business. Where possible, request for leave shall be asked for and obtained in advance of the required date or dates from the employee's department head. Personal leave days must be used in the one (1) year period and shall not be cumulative year to year.

Section 2. Clark Police Department Public Safety Communication Operators shall be entitled to one (1) personal day in recognition of the change to a four (4) day on four (4) day off work schedule

ARTICLE 14

SICK LEAVE, LEAVE OF ABSENCE AND OTHER LEAVE; FLEX TIME

Section 1. – Sick Leave

Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care and attendance of such employee, or absence

caused by death in the immediate family of such employee. A certificate of a reputable physician in attendance shall be required as sufficient proof of need of leave of absence of the employee or the need of the employee's attendance upon a member of the employee's immediate family. In case of leave of absence due to contagious disease a certificate from the Department of Health shall be required. In case of death in the family of the employee, any reasonable proof required by the department head shall be sufficient. The term "immediate family" is limited to the employee's spouse, a child, a grandchild, his parents, or grandparents, brothers or sisters or to a relative who is part of the household.

Employees are entitled to one (1) day's sick leave with pay for each month of service from the date of appointment to December 31st of that year. Thereafter, fifteen (15) days of paid sick leave are granted in each calendar year, except any employee whose employment has terminated for any reason except retirement, shall have their sick leave prorated in the year of termination at the rate of one and one-quarter (1- $\frac{1}{4}$) days per month, not to exceed fifteen (15) days.

Clark Police Department Public Safety Communication Operators hired prior to December 31st, of a calendar year shall be entitled to one (1) 10.75-hour sick day for each full month of service with a maximum of eight (8) 10.75-hour sick days. Thereafter, the Clark Police Department Public Safety Communication Operators shall be entitled to eleven (11) sick days per year. (Accumulated sick leave days on file at the implementation of this portion of the contract (1/1/97) shall be converted to hours and divided by 10.75 to reflect the shift adjustment.)

All certified full-time employees hired subsequent to November 1, 1981, shall accumulate unused sick leave to a maximum of \$3,000.00, which shall be redeemable at retirement. Effective for calendar year 2003, the maximum shall be increased to \$4,000.00 and effective for calendar year 2004, the maximum shall be increased to \$6,000.00.

In the event the employee's illness causes his absence from work for five (5) consecutive days, a physician's certificate must be filed with the Business Administrator's office on the sixth (6th) day.

Any employee expending a total of more than ten (10) days of sick leave in any year may be required to submit to a physical examination by a medical doctor or any other physician selected by the Business Administrator at the expense of the Employer. A report of such examination on forms provided by the Business Administrator signed by the physician, shall be furnished to the Business Administrator by the employee forthwith. (Included would be such a leave extending from December into January of the following year).

The employee or a member of his family must telephone Police Headquarters or other individual designated by the Department Head at least an hour before the employee's starting time to advise that the employee cannot report to work. This practice shall be followed each day through the fifth (5th) day, at which time a doctor's certificate on forms provided by the Business Administrator will be required together with a statement from the doctor as to the expected length of time the absence will continue.

During a period of disability employees may elect, if they so desire, to first utilize all or any part of their accumulated sick leave. In the absence of such elections, leaves of absence provided by this Article will not affect in any manner whatsoever the accumulated sick leave of the disabled employee.

Where a disability work-connected injury is sustained and causes an extended absence, the Township Council may adopt a resolution granting the injured employee up to one-year leave of absence with pay. If and when such action is taken, the employee shall not be charged with sick leave time beyond that in at the time of the disability.

In the event of such action, the employee must agree in writing to reimburse the Township for payments he may receive as Workers' Compensation, insurance benefits or from any settlement or judgment paid to the employee by a person or corporation held responsible for such injury.

Section 2. – Maternity Leave

In the event of a leave of absence due to pregnancy, the employee shall inform the employer, in writing, of the date the employee will begin her maternity leave and the date the employee shall provide medical certification of her condition.

Section 3. – Military Leave

Any full-time employee, who is a member of the 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 vacation entitlement.

When a full-time employee has been called to active duty or inducted into the military or naval forces of the United States, the employee 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/she reports for duty with the Township within ninety (90) days following the employee's honorable discharge from military service.

Section 5. – Leave Because of Death in the Family

Leave with pay, not exceeding five (5) 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/her "immediate family". The term "immediate family" for all the purposes of this Section shall include only the employee's spouse, child, grandchild, mother or father.

Leave with pay, not exceeding three (3) days, shall be granted by the Department, with the approval of the Business Administrator, to any employee in the event of a death of a grandparent, brother or sister; and in the event of a death of the parent or grandparent, brother or sister of his/her spouse, or other person who is a member of his/her household.

Section 6. – Leave Without Pay

Leave without pay shall be granted only when the employee has used his/her accumulated sick leave in the case of illness. In the event leave without pay is requested for reasons other than illness an employee must have used his/her vacation leave. Written request for leave without pay must be signed by the employee, endorsed by the 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 (6) months or any portion thereof.

A request for any type of leave, except sick leave or because of a 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.

Section 7. – Flex Time

Provides the employee with the opportunity to start work early or stay late to make up time for short periods of absence, during regularly scheduled working hours, for personal business without having to use personal, sick or vacation time hours.

If and when such time is needed, the employee must obtain prior approval from their Department Head, as well as the Business Administrator, before becoming effective.

ARTICLE 15

PART TIME EMPLOYEES

Section 1.

All part-time employees shall participate in all of the benefits accorded full-time employees with the exception of hospitalization and medical coverage unless otherwise required by Civil Service Law or other law. Part-time employees are eligible for medical coverage if the workweek is established at thirty (30) hours or more. Sick leave and vacation time shall follow the same schedule as allowed full-time employees, payment therefore being at the same rate of time or pay as provided in the employee's regular work schedule.

ARTICLE 16

MISCELLANEOUS BENEFITS

The following are the recognized Medical/Dental Benefits Program: New Jersey State Health Benefit Plan which consists of Traditional, New Jersey Plus and 6 HMO options. The parties agree that the Township has the right to change insurance carriers provided that any new insurance carrier supplies substantially equivalent coverage.

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) Maintenance of existing disability insurance for all fulltime employees.
 - (c) Major Medical Expense Benefits in accordance with New Jersey State Health Benefit Plan.

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

3. Dental Plan – The Township shall continue the current Dental Insurance Plan which includes a deductible of twenty-five (\$25.00) dollars per person and seventy-five (\$75.00) dollars per family.

4. Prescription Plan – Effective July 1, 2002, the Prescription Insurance benefit shall change to provide a co-pay of five (\$5.00) dollars for generic drugs and five (\$5.00) dollars for name brand drugs. Effective January 1, 2004, the prescription co-pay shall be five (\$5.00) dollars for generic and ten (\$10.00) dollars for brand name except where no generic substitute exists the five (\$5.00) dollar co-pay will apply.

(a) If an employee does not wish to be covered by the medical prescription and/or dental insurance programs and furnishes proof of substitute coverage through spouse's employment or other equivalent plan, the employee shall be permitted to opt out of participation in any one combination or all of the insurance programs. The employee shall opt out using such forms and/or procedures as established by the Business Administrator. In exchange for such non-participation the employee shall be entitled to receive, in December of each year, the sums set forth in Section b. hereof prorated for the number of months during the preceding year that the employee did not participate in the insurance plan. The employee may opt out of the insurance plans at any time, but may not rejoin until the next annual open enrollment period. Should the employee's substitute coverage lapse between the time the employee opts out of the Township Insurance Plan or plans and the next open enrollment, the Township shall pay the cost (up to an amount equivalent to the Township's standard plan) of continuing substitute coverage under the COBRA provisions until the next open enrollment.

(b) Employee cash entitlement on an annual basis in exchange for non-participation in Township insurance programs:

MEDICAL INSURANCE only - \$3,000.00

MEDICAL AND PRESCRIPTION - \$4,000.00

5. The Township agrees to provide Group Setting for solicitation of eyeglass plan for employee, spouse and dependents. Employee to pay all premiums.

ARTICLE 17

MEDICAL BENEFITS TO RETIRED MEMBERS

Section 1. Effective commencing on January 1, 1984, an Association Member who retires in good standing, with at least twenty-five (25) years of continuous service, shall be covered for Blue Cross/Blue Shield, with Major Medical and Prescription Plan and Dental Coverage, at no cost to the member. Such coverage will continue until the retired member reaches age sixty-five (65).

After age sixty-five (65) a Medical/Dental Health Plan will be provided to supplement Medicare-Medicaid with coverage equal to pre-retirement agreement for employees with over 25 years of service. This benefit shall only apply to members and their spouses who retire after January 1, 1984 and shall not be retroactive to members presently retired. (The parties agree that the Township has the right to change insurance carriers and make such other changes as where agreed in Article 16 above.)

Section 2. In the event an employee who has completed at least twenty-five (25) years of service and is either killed in the line of duty or dies prior to retirement, the Township shall provide the employee's spouse and dependents with the same health/hospitalization benefits as those which would have been provided had the employee retired. The cost of said benefits shall be borne totally by the Township. Said coverage for the spouse shall continue until

the age of sixty –five (65) and dependent coverage shall continue until age nineteen (19) or twenty-three (23) in the case of full time students.

ARTICLE 18

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 19

NON-DISCRIMINATION

The Employer agrees that it will not discriminate against an employee because of activities as a member of the Association. There shall be no discrimination against any employee because of race, color, religious creed, national origin, political affiliation, sex or Union affiliation. The Association, or any of its agents, shall not intimidate or coerce employees into membership.

ARTICLE 20

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 that time off the job, be it with or without pay, shall 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. The Committee may hold hearings, and gather any information necessary for a decision.

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 30 days request the New Jersey State Board of Mediation 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.

ARTICLE 21

MAINTENANCE OF WORK OPERATIONS

There shall be no lockouts, strikes, work stoppages or slow downs of any kind during the life of the 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 22

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 activities and sections not so invalidated shall remain in full force and effect.

ARTICLE 23

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, I.F.P.T.E., AFL-CIO, not covered by this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of the collective negotiations leading to the execution of this Agreement and as provided for in this Agreement.

ARTICLE 24

CLOTHING ALLOWANCE

All Communications Operators and Records Clerk in the Division of Police and All Building Maintenance Workers in the Division of Buildings and Grounds shall be provided with a clothing allowance as shown below.

Any bargaining unit member entitled to a clothing allowance hereunder who is also eligible to receive a clothing allowance from the Township pursuant to any other position held by that member (such as Special Police Officer, Records Clerk, etc.) shall receive the higher of the clothing allowances from the Township based on the attached schedule, but not the clothing allowance for both positions.

New employees will be paid on prorated share of the yearly clothing allowance, in accordance with their hire date. Payment will be made after their 90-day trial period is completed. Employees shall be permitted to wear vests in addition to the normal clothing permitted during the period of their shifts, provided that said vests are of the appropriate color and construction.

The allowance will be paid as follows:

<u>Title</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>
Communications Operators	\$450.00	\$500.00	\$500.00
Records Clerk	450.00	500.00	500.00
Building Maintenance Workers	450.00	500.00	500.00

ARTICLE 25

CIVIL SERVICE RULES

The parties agree that all hiring, 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 26

JOB VACANCY, EMPLOYMENT LEVELS

Section 1. In the event that a vacancy should occur in a bargaining unit position, the employer shall, when filling the vacancy, give preference to those employees on the payroll when the vacancy occurs.

Section 2. The employer desires to maintain employment as near to constant level as possible and in that regard it shall use its best efforts not to layoff any employees covered hereunder during the term of this Agreement by subcontracting or assignment of work performed by such employees to private, outside contractors. Both parties recognize, however, that the needs of the Employer and its effective operation may necessitate reassignment of personnel or the addition to or decrease from the workforce.

ARTICLE 27

DURATION

This Agreement shall be in effect from January 1, 2002 through December 31, 2004.

ATTEST:

TOWNSHIP OF CLARK

By: _____

By: _____

Salvatore Bonaccorso

ATTEST:

UNION COUNCIL NO. 8,
INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL
ENGINEERS

PRESIDENT

INTERNATIONAL REPRESENTATIVE

Karen Bellamy Lewis

117596

SCHEDULE A

	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>YEAR</u>
<u>CLERK TYPIST:</u>	\$23,886	\$31,074	2002
	24,662	32,084	2003
	25,525	33,207	2004
<u>SENIOR CLERK TYPIST:</u>	\$27,259	32,881	2002
	28,145	33,949	2003
	29,130	35,138	2004
<u>PRINCIPAL CLERK TYPIST</u>	\$31,108	\$40,468	2002
	32,119	41,783	2003
	33,243	43,245	2004
<hr/>			
<u>PERMIT CLERK TYPIST:</u>	\$27,259	\$32,881	2002
	28,145	33,949	2003
	29,130	35,138	2004
<u>SENIOR PERMIT CLERK: TYPIST</u>	\$31,108	\$40,468	2002
	32,119	41,783	2003
	33,243	43,245	2004
<u>PRINCIPAL PERMIT CLERK TYPIST</u>	\$35,499	\$46,181	2002
	36,653	47,682	2003
	37,935	49,351	2004
<hr/>			
<u>SENIOR CLERK TRANSCRIBER:</u>	\$27,259	\$32,881	2002
	28,145	33,949	2003
	29,130	35,138	2004
<u>PRINCIPAL CLERK TRANSCRIBER:</u>	\$31,108	\$40,468	2002
	32,119	41,783	2003
	33,243	43,245	2004
<hr/>			
<u>ASSESSING CLERK:</u>	\$25,219	\$32,881	2002
	26,039	33,949	2003
	26,950	35,138	2004

<u>SENIOR ASSESSING</u>	\$28,779	\$37,236	2002
<u>CLERK</u>	29,714	38,446	2003
	30,754	39,792	2004
<u>PRINCIPAL ASSESSING</u>	\$32,841	\$42,494	2002
<u>CLERK</u>	33,909	43,875	2003
	35,096	45,410	2004

<u>PURCHASING</u>	\$27,283	\$35,063	2002
<u>ASSISTANT</u>	28,169	36,203	2003
	29,155	37,470	2004

<u>SENIOR PURCHASING</u>	\$31,135	\$39,987	2002
<u>ASSISTANT</u>	32,147	41,286	2003
	33,272	42,731	2004

<u>PRINCIPAL PURCHASING</u>	\$35,531	\$45,632	2002
<u>ASSISTANT</u>	36,686	47,115	2003
	37,970	48,764	2004

<u>CASHIER TYPIST:</u>	\$27,256	\$35,010	2002
	28,142	36,147	2003
	29,127	37,413	2004

<u>SENIOR CASHIER</u>	\$31,103	\$39,953	2002
<u>TYPIST</u>	32,114	41,251	2003
	33,238	42,695	2004

<u>PRINCIPAL CASHIER</u>	\$35,494	\$45,593	2002
<u>TYPIST:</u>	36,647	47,075	2003
	37,930	48,722	2004

<u>DEPUTY MUNICIPAL</u>	\$27,259	\$35,461	2002
<u>ADMINISTRATOR:</u>	28,145	36,613	2003
	29,130	37,895	2004

<u>ADMINISTRATIVE</u>	\$29,170	\$43,417	2002
<u>CLERK/TYPIST</u>	30,118	44,829	2003
	31,172	46,398	2004

<u>SENIOR ADMINIS-</u>	\$33,287	\$49,548	2002
<u>TRATIVE CLERK/TYPIST</u>	34,369	51,158	2003
	35,572	52,949	2004
<u>PRINCIPAL ADMINIS-</u>	\$37,986	\$56,543	2002
<u>TRATIVE CLERK/TYPIST</u>	39,221	58,380	2003
	40,593	60,424	2004

<u>ADMINISTRATIVE</u>	\$34,459	\$43,417	2002
<u>CLERK:</u>	35,578	44,829	2003
	36,824	46,398	2004

<u>SENIOR ADMINIS-</u>	\$39,322	\$49,548	2002
<u>TRATIVE CLERK:</u>	40,600	51,158	2003
	42,021	52,949	2004

<u>PRINCIPAL ADMINIS-</u>	\$44,873	\$56,543	2002
<u>TRATIVE CLERK:</u>	46,331	58,380	2003
	47,953	60,424	2004

<u>ACCOUNTING CLERK:</u>	\$25,219	\$32,599	2002
	26,039	33,659	2003
	26,950	34,837	2004

<u>SENIOR ACCOUNTING</u>	\$28,779	\$37,236	2002
<u>CLERK:</u>	29,714	38,447	2003
	30,754	39,792	2004

<u>PRINCIPAL ACCOUNT-</u>	\$33,265	\$42,027	2002
<u>ING CLERK:</u>	34,346	43,393	2003
	35,548	44,912	2004

<u>BUILDING MAINT-</u>	\$25,305	\$32,733	2002
<u>ENANCE:</u>	26,127	33,797	2003
	27,042	34,980	2004

<u>SENIOR BUILDING</u>	\$28,877	\$33,433	2002
<u>MAINTENANCE:</u>	29,815	34,519	2003
	30,859	35,727	2004

<u>PRINCIPAL BUILDING</u>	\$32,954	\$42,626	2002
<u>MAINTENANCE</u>	34,025	44,012	2003
	35,216	45,552	2004

FOR THE FOLLOWING POSITIONS OF EMPLOYEES
HIRED AFTER 1/1/91

<u>POLICE RECORDS CERK:</u>	\$22, 039	\$32,117	2002
	22,755	33,161	2003
	23,552	34,322	2004

<u>SENIOR POLICE</u>	\$25,149	\$36,626	2002
<u>RECORDS CLERK:</u>	25,967	37,816	2003
	26,876	39,140	2004

<u>PRINCIPAL POLICE</u>	\$28,700	\$41,795	2002
<u>RECORDS CLERK:</u>	29,633	43,154	2003
	30,670	44,664	2004

<u>BUILDING MAINTENANCE P/T</u>	\$12.24 HR.	\$18.01 HR.	2002
	12.63 HR.	18.60 HR.	2003
	13.08 HR.	19.25 HR.	2004

<u>SANITARY INSPECTOR</u>	\$22.25 HR.	\$27.43 HR.	2002
	22.97 HR.	28.32 HR.	2003
	23.77 HR.	29.31 HR.	2004

<u>CLERK TYPIST P/T:</u>	\$12.24 HR.	\$17.07 HR.	2002
	12.63 HR.	17.62 HR.	2003
	13.08 HR.	18.24 HR.	2004

In addition to the foregoing, the Public Safety Telecommunication positions listed immediately below will be eligible for Matron's Pay pursuant to the following schedule:

Call In	\$25.00 HR.
On Duty	\$25.00/EVENT

For any other position of employee hired after 1/1/91, the minimum salary for such position shall be negotiated between the Association and the Employer prior to the hiring of such employee. The Association and Employer agree to use as the basis for any such minimum salary negotiation, the 1991 minimum salary for that position of employees hired prior to 1/1/90.

SCHEDULE B

COMMUNICATIONS OPERATORS WAGE SCALE

Start	\$21,400
Step 1	\$23,400
Step 2	\$25,400
Step 3	\$27,400
Step 4	\$29,400
Step 5	\$32,400
Step 6	\$35,400
Step 7	\$38,400
Step 8	\$41,400
Step 9	\$44,000

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