

CLERICAL CONTRACT

1987 - 1989

BETWEEN

Jackson Township
TOWNSHIP OF JACKSON

AND

LOCAL 3304-A, DISTRICT COUNCIL #71, AFSCME, AFL-CIO

(White Collar Employees)

THIS AGREEMENT SIGNED:

6/8/87

Jan 8, 1987 - Dec 31 1987

THIS AGREEMENT entered into by and between the Township of Jackson in the County of Ocean, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Employer" and Local 3304-A, affiliated with Council 71, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union" has as its purpose the promotion of 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 effective date of this contract shall be the date a final agreement is reached, except the initial wage increase shall be retro-active to January 1, 1987 and shall cover all presently existing employees employed during the calendar year 1987.

ARTICLE I - RECOGNITION

Section 1. The Employer recognizes Local 3304-A, American Federation of State, County and Municipal Employees, AFL-CIO, as the sole and exclusive representative for the purpose of establishing salaries, wages, hours and other conditions of employment for all personnel under contract listed in the classification herein, and for such additional classifications as the parties may later agree to include.

Section 2. The bargaining unit shall consist of all white collar employees as delineated by the PERC Unit Determination.

Section 3. Excluded from the bargaining unit are:

- (a) Supervisors and confidential employees within the meaning of the Act
- (b) Managerial Executives
- (c) Seasonal employees
- (d) Senior Citizen part-time employees
- (e) Craft Workers
- (f) Police and
- (g) Professionals

ARTICLE II - DUES CHECK OFF

Section 1. The Employer agrees to deduct monthly union dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions from all employees shall be remitted to the Office of Council 71 together with a list of the names of all employees for whom the deductions were made by the tenth (10th) day of the month succeeding month after such deductions were made.

Section 2. Employees covered by this Agreement may only request deduction for the payment of dues to the duly certified majority representative named herein.

Section 3. The effective date of a termination of dues deduction to the majority representative shall be as of July 1 next succeeding the date on which the notice of withdrawal is filed with the employer.

Section 4. It is understood and agreed that upon the signing of this Agreement that provisions of the "Agency Shop" concept established by the passage and signing of the

amendments and supplements to the "New Jersey Employer-Employee Relations Act P.L. 1941, c.100 c.34:23A 1, et seq.) shall take effect.

Those employees of the Township of Jackson that are in the bargaining unit on the effective date of this Agreement who do not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment within the unit, shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction.

The representation fee shall be in the amount equal to eighty-five percent (85%) of the regular union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the union remains the majority representative of the employees in the unit.

The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision. The unit shall intervene in, and defend any administration of court litigation concerning this provision.

In any such litigation, the employer shall have no obligation to defend this provision.

ARTICLE III - BILL OF RIGHTS

To ensure that the individual rights of the employees in the bargaining unit are not violated, the following shall represent the Employee's Bill of Rights:

Section 1. An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this agreement.

Section 2. Any employee shall be entitled to Union representation at each stage of disciplinary hearings.

Section 3. No employee shall be required by the Township and/or its agents to submit to an interrogation unless the employee is afforded the opportunity of Union representation.

Section 4. No recording devices or stenographer of any kind shall be used during any meetings unless both the Union and Employer agrees to their use prior to such meeting in writing.

Section 5. In all disciplinary hearings the employee shall be presumed innocent until proven guilty and the burden of proof shall be on the Employer.

Section 6. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely effect his/her hours, wages or working conditions as the result of the exercise of rights under this Agreement.

Section 7. No disciplinary action shall be taken without just cause.

ARTICLE IV - MANAGEMENT RIGHTS

Section 1. The Union recognizes that there are certain functions, responsibilities, and management rights exclusively reserved to the Employer. All of the rights, power, 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 are specifically provided in this Agreement, or by appropriate laws.

It shall be mutually agreed that the Township, as Employer, and Union, as Employees, will abide by Title II and IIA, Department of Personnel, of the Revised Statutes of New Jersey, and the Rules and Regulations of the Department of Personnel. No provision of this Agreement, will, in any way, contravene the Authority and Responsibility of the Department of Personnel.

The Employer shall have the right to determine all matters concerning the Management or Administration of the various Departments of the Municipality, the right to direct the various Departments, to hire and transfer Employees, to combine and eliminate jobs, and to determine the number of Employees needed for specific Job Assignments, subject to Department of Personnel Rules and applicable laws.

Section 2. Nothing in this Agreement shall interfere with the right of the Employer in accordance with the applicable laws, rules and regulations to:

a. Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate and efficient manner possible.

b. Manage employees of the Employer, to schedule vacations of employees, to hire, promote, transfer, assign or retain employees in positions within the Employer and in that regard to establish reasonable work rules in written form, with copies and amendments thereto to be provided to employees.

c. Pursuant to Department of Personnel Rules, to suspend, demote, reduce, discharge or take other appropriate disciplinary action against an employee for just cause; or to layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive; provided that reduction in force level of certified personnel shall not be effected until non-certified personnel performing office functions are laid off.

ARTICLE V - HOURS OF WORK

Section 1. The regular work week shall consist of thirty-five (35) hours, on a schedule of seven (7) hours per day, exclusive of the lunch period, between Monday and Friday, except Dispatchers.

Section 2. Employees are to receive a two week notice of any change in working hours.

Section 3. Police Dispatchers hours of work shall be on rotating shifts, 8:00 A.M.-4:00 P.M., 4:00 P.M. -12:00 A.M. and 12:00 A.M. - 8:00 A.M.

ARTICLE VI - OVERTIME

Section 1. All work performed in excess of thirty-five (35) hours in one (1) week, or seven (7) hours in one (1) day, shall be considered overtime and shall be compensated at the rate of time and one-half. Said compensation shall be in pay. Compensatory time may only be given with the consent of both the employee, the Department Head and/or Municipal Administrator and in accordance with Section 10 of this Article. The above shall be 40 hours and 8 hours respectively for Dispatchers.

Section 2. The Employer shall make reasonable efforts to notify the employee involved about overtime assignments.

Section 3. Overtime work shall be voluntary except in cases of emergencies, as declared by the Mayor, Township Administrator or Director of Public Safety.

Section 4. Overtime work shall be performed by all employees of the bargaining unit and shall be distributed as equally as possible among the members.

Section 5. When the need for additional clerical help in other departments arises (overtime), employees from other departments may be utilized on a rotating basis according to seniority, provided that the employee utilized has the ability to perform those duties required and that approval from the Municipal Administrator has been granted.

Section 6. The employer shall provide a list of employees with overtime worked upon reasonable request by the Union.

Section 7. Overtime shall be paid currently or at least

no later than the second pay period after the overtime was performed.

Section 8. There is a minimum call-in time of two (2) hours which will be paid at the rate of time and one half the usual pay.

Section 9. The employee shall have the option of requesting payment of comp time accrued in a calendar year at the rate of time and one half or accumulating it into the next year. Notification for payment shall be submitted to the Municipal Administrator no later than November 1st of each year. Any comp time accumulated after November 1st of that calendar year must be carried over into the next calendar year and taken as time off.

Section 10. The maximum amount of compensatory time an employee is permitted to accrue in one year shall be 240 hours(not more than 160 hours of actual overtime hours worked). An employee who has accrued the maximum number of compensatory hours shall be paid overtime compensation in cash for an additional overtime hours worked.

ARTICLE VII - HOLIDAYS

Section 1. The following holidays or the day celebrated as such shall be observed with full pay: New Year's Day, Martin Luther King's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Election Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

Section 2. Holidays falling on Sunday shall be celebrated on the following Monday, holidays falling on Saturday shall be celebrated on the preceding Friday.

Section 3. An employee required to work on any holiday specified in this Agreement shall be guaranteed a full work day or a full day's pay in lieu thereof, at the applicable rate.

Section 4. All work performed on a holiday shall be compensated at the rate of time and one half (1 1/2) plus pay for the holiday.

Section 5. Dispatchers shall, in addition to the above holidays, observe Easter Sunday will full pay.

Section 6. Dispatchers shall be allowed to take pay or all holidays in money or in compensatory time off. Payment for holiday will be paid on current basis.

ARTICLE VIII - VACATIONS

Section 1. Employees shall be entitled to the following paid vacation:

a. One (1) working day vacation for each month of service from date of hire up to and including December 31 next following such date of hire.

b. For one (1) but less than five (5) years of service, 13 working days of each year.

c. For five (5) years but less than ten (10) years of service, 17 working days of vacation during each year.

d. For ten (10) years but less than fifteen (15) years of service, 21 working days during each year.

e. For fifteen (15) or more years of service, 23 working

days during each year. Vacation leave is to be automatically credited to employees who have completed one (1) year of full-time service on January 1st of each year. Vacation leave credited on January 1st is to be prorated in the event the 5th, 10th, or 15th anniversary of service falls during the calendar year.

Section 2. In the event that any employee is permanently separated from his employment with the township, he shall be required to pay back any vacation time taken and not earned.

Section 3. Where in any calendar year an employee fails to take all or part of his vacation leave, such leave shall accumulate for use in the subsequent year only.

N.J.S.A. 11:24A-1 shall also apply.

Section 4. Subject to the needs of the Township, vacation request shall be granted provided two weeks notice has been given in the case of a vacation period of five (5) continuous days or more, employees requesting vacation periods of less than five (5) days shall provide in advance notice and receive approval from their supervisor.

Section 5. Provided four (4) weeks notice was given, employees leaving on vacation for five (5) or more days shall receive vacation pay not later than the last work day prior to beginning the vacation, if the employee so desires.

Section 6. All accumulated (earned) vacation time shall be paid to employees upon separation of employment.

Section 7. Dispatchers shall continue to receive additional seventeen (17) days off per year, credited on January 1 of each calendar year, as compensation for overtime

hours worked resulting from the normal operation of the rotating shift system. RDO's can be taken at anytime with proper approval. Dispatchers are to be placed in the same category as other members of the Police Department with regard to time off. This fact can be verified by the Dispatcher at their convenience by checking the duty roster at the dispatcher's earliest convenience.

Section 8. All leave requests by Dispatchers for time off shall be submitted to the Patrol Division Commander. In his absence, requests shall be submitted to the Shift Commander.

Section 9. Police Officers vacation schedules shall not interfere with the scheduling of dispatchers' vacation.

ARTICLE IX - SICK LEAVE

Section 1. All full-time employees covered by this Agreement shall be granted sick leave with 1 1/4 days for each month of service during the remainder of the first calendar year of employment and fifteen (15) working days in every calendar thereafter. The amount of such leave not taken shall accumulate from year to year. Sick time is to be posted automatically to each employee on January 1st of each year.

Section 2. Sick leave is defined as temporary inability to perform one's duties by reason of illness or injury.

Section 3. Each employee shall be granted five (5) days of personal leave per year to be deducted from sick leave. These days can be used at the rate of less than a full day at a time. Except in the case of an emergency situation, the use of said personal days shall be subject to the approval by the

employee's Department Head and the Municipal Administrator which approval is not to be unreasonably withheld.

Section 4. Each employee shall be granted two (2) personal days in each calendar year which is non-deductible from sick leave. Said personal days are to be taken within the calendar year and are not accruable from year to year.

Section 5. An employee shall have the option each year of either accumulating, or taking any unused portion of the sick leave granted for that year in straight pay, provided that notification of the desire to use this option is submitted in writing to the Municipal Administrator and the employee's Department Head no later than November 1st of each year. Sick days used in this option shall be deducted from the accumulative sick leave total of the employee and shall not be applicable to the bonus pay program outlined under Jackson Code Section 20-34H. Payment shall be made by December 1st of that calendar year.

Section 6. The employer agrees that the bonus pay program set forth in Section 20-34H shall remain in force and effect. The employee shall receive one (1) day's pay for every five (5) days of sick leave which is earned, but not used during the calendar year.

Section 7. At the end of an employee's career, and his retirement in good standing, the employee shall cause to be paid to him the full amount of sick leave accrued up to a maximum of 130 days. At the employee's option, he may elect to take off with pay for such accumulated sick leave accrued at his current rate of pay. However, no additional sick leave

shall accrue during this period of time.

Section 8. The employee's Department Head and/or Municipal Administrator may request a doctor's note from said employee for sick leave of three (3) days or more, if it is suspected that misuse or abuse of sick days has occurred.

ARTICLE X - SENIORITY

Section 1. Seniority is defined as an employee's total length of service with the Employer, beginning with his original date of employment.

Section 2. An employee having broken service with the Employer (including any authorized leave of absence without pay) shall not accrue seniority credits for the time he was not employed by the Employer in accord with Title II.

Section 3. If a question arises concerning two or more employees who were hired on the same date, the following shall apply. If hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the employer's payroll records, first name first preference. For the employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order (of the employee's name).

Section 4. a. The employer shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification, and pay rate of each employee covered by this Agreement and the Employer shall furnish copies of same to the

Union upon request.

b. The Union will be notified immediately of any new or additional positions covered by the AFSCME Unit within the Township.

Section 5. Seniority is one factor to be considered when a substantial advantage or disadvantage is concerned and shall prevail for vacations.

ARTICLE XI - GRIEVANCE PROCEDURE

Section 1. General Policy. It is the policy of the Township of Jackson that every employee at all times be treated fairly, courteously, and with respect. Conversely, each employee is expected to accord the same treatment to his associates, supervisors and to the public.

Section 2. Definition. A grievance within the meaning of this Agreement shall be a controversy or dispute arising between the parties hereto involving the interpretation or application of any provisions of this Agreement.

Section 3. Verbal Grievance. Step 1.

a. Whenever an employee has a grievance, he or she and/or a Union Local Representative shall first present it verbally to his or her supervisor. It is the responsibility of the supervisor to arrange a mutually satisfactory settlement of the grievance within five (5) working days of the time when it was first presented to him, or failing in that, the supervisor must within that time advise the employee of the inability to do so.

b. When an employee is informed by his or her supervisor that the supervisor is unable, within the discretion permitted

to arrange a mutually satisfactory solution to the grievance it shall be permitted to a higher authority, in writing in accordance with Section 4. herein.

Section 4. Formal Written Grievance. Step 2.

a. If an employee's complaint is not satisfactorily settled by his or her supervisor in accordance with Section 3, the employee and/or the Union Local representative will prepare the grievance, in writing, in duplicate. The grievance should be stated as completely and as clearly as possible in order to permit prompt handling. One (1) copy of the grievance shall be immediately placed in the hands of the Municipal Administrator.

b. The other copy of the grievance shall be presented by the employee and the Union Representative to his or her immediate supervisor, to whom the grievance was made verbally. The supervisor will report the facts and events which led up to the presentation in writing, including in his written report any verbal answer he may have previously given to the employee and the Union Steward concerning this grievance. Within five (5) working days after receipt of the written grievance, the supervisor must present it with the information required from him, to the Municipal Administrator.

c. The Municipal Administrator, Union Representative and employee will attempt to find a mutually satisfactory solution to the grievance within five (5) working days. Failing a solution, the complaint, accompanied by a written report on the matter by the Administrator must be forwarded to the Township Committee. The Committee will then consider and formally act on the complaint within ten (10) working days.

d. Since it is intended that most, if not all, grievances can and should be settled without the necessity of reference to the Committee, no grievance will be heard or considered by the Committee which has not first passed through the above described steps.

e. Employer agrees that where a grievance arises involving the interpretation or application of any provision of this Agreement, and the Township Committee and the employee are unable to reach a mutually satisfactory settlement within fourteen (14) working days, said grievance may be submitted to arbitration upon the written demand of either the Union or the Employer, provided such request is made within twenty (20) working days after the final decision of the Township Committee.

f. The Employer and the Union shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators shall be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of P.E.R.C. in the selection of an arbitrator.

g. The arbitrator so selected shall confer with the representatives of the Employer and the Union and hold hearings promptly and shall issue his/her recommendation not later than thirty (30) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date of the final settlement and proofs on the issues are submitted to

him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions of the issues submitted. The arbitrator shall be without power or authority to make any recommendation which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

h. The arbitrator shall limit himself/herself to the interpretation and application of the terms of this Agreement and to the issues submitted to him/her and consider no other(s).

i. He/she shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement or impose on any party hereto a limitation or obligation not provided in this Agreement.

j. Employer agrees that where a grievance arises involving the interpretation or application of any provisions of this Agreement, and the Township Committee and the employee are unable to reach a mutually satisfactory settlement within ten (10) working days, the said grievance may be submitted to arbitration to the Public Employment Relations Commission (PERC) within twenty (20) working days after the final decision to the Township Committee. Said arbitration shall be governed by the Rules and Regulations of the Public Employment Relations Commission.

k. Any award by the arbitrator shall be binding upon the parties. The arbitrator's fee and expenses, if any, shall be borne jointly by the Employer and the Union. Preparation and presentation expenses shall be borne separately by each party.

1. All relevant papers and documents relating to a grievance and its disposition will be placed in the employee's personnel history file.

Section 5. Appeals of Disciplinary Action

All appeals of disciplinary action shall be by a hearing before the Municipal Administrator, or representative of the Township Committee who shall report to the Township Committee.

ARTICLE XII - LEAVES OF ABSENCE

Section 1. In the case of death in the immediate family, an employee shall be granted a leave of absence of four (4) working days. The leave of absence will not be charged against leave. The term immediately family shall be defined in Section 20-34D of the Jackson Code.

Section 2. The employer agrees to abide by the provisions of the selective service act and its judicial interpretations with respect to leaves of absence due to military service.

Section 3. The Employer agrees to allow leaves of absence as necessary to any employee called upon to perform mandatory non-voluntary duty with Military Reserve or National Guard contingents.

Section 4. The Employer agrees to pay full wages to any employee obliged to serve on a jury, provided the employee pays to the Employer monies paid by the County for such service.

Section 5. Employees shall be granted extended leaves of absence without pay not to exceed six (6) months beyond the accumulation of paid sick leave referred to during periods of lengthy illness or disability so certified by a medical doctor.

This may be extended six (6) months at the Employer's option.

ARTICLE XII - EQUAL TREATMENT

All employees shall be treated equally regarding term and conditions of employment and there shall be no discrimination on account of race, religion, color, sex, age, nationality, marital status, political affiliation, union membership or union activities. All provisions of this contract and other rules and regulations shall be equitably applied and enforced.

ARTICLE XIV - UNION RIGHTS

Section 1. The Employer agrees to furnish and maintain a suitable bulletin board in a convenient place at the principal place of work for use by the Union.

Section 2. The Employer agrees that during working hours on the Employer's premises, and without loss of pay, union officials shall be allowed to:

- a. Post union notices;
- b. Distribute Union literature during non-working hours
- c. Solicit Union Membership during the employee's non-working time
- d. Attend negotiating meeting if scheduled during working hours
- e. Transmit communications, authorized by the local Union or its officers, to the Employer or his representatives
- f. Consult with the employer, his representative, local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement
- g. These activities shall not interfere with the Employee's duties and shall be limited to a reasonable amount of time. A reasonable amount shall be deemed not to exceed a total of 4 hours per month for all

Union Officials. All meetings at which the employer or its designee is present shall be excluded fro purposes of this computation.

Section 3. The Union Negotiating Team/Committee shall not exceed four (4) people in total and shall be granted time off with full pay for all meetings between the Employer and the Union for purposes of negotiating the terms of an Agreement when such meetings take place during regular working hours.

ARTICLE XV - HOSPITALIZATION AND MEDICAL BENEFITS

Section 1. The Employer shall continue the present Blue Cross/Blue Shield benefit at no premium cost to the employee.

Section 2. The Employer shall continue to provide dental service insurance coverage (50%) to all employees at no premium cost to them. Said plan shall be the New Jersey Delta Dental Plan or its equivalent. Effective April, 1988, the Employer shall provide dental service coverage (75%) to all employees at no premium cost to them. Said plan shall be the New Jersey Delta Dental Plan or its equivalent.

Section 3. The Employer shall provide optical plan coverage for each employee at no premium cost to them. Said optical plan shall be the Travelers Vision Expense Benefit Plan or its equivalent.

Section 4. The Employer shall provide prescription plan coverage (family coverage) for each employee covered under this Agreement. Said prescription plan shall be the Paid Prescription Service Plan or its equivalent. The Township will pay 75% of the premium costs, the employee will pay 25% of the premium costs. Effective January, 1989, the Employer shall pay

all of the premium costs.

Section 5. The Employer shall provide a disability plan for each employee covered under this Agreement for non-job related injuries at the current contribution rates for each period covered by this contract. Said disability plan shall be the Travelers Disability Plan or its equivalent. The Township will pay 1% of the total salary of the employee and the employee will pay 1/2 of 1% of his/her total salary per annum as premium costs.

Section 6. Employees on Workmans Compensation (Injury on Duty) will follow the Workmans Compensation Policy covered under Chapter 20 of the Jackson Code. No accumulated sick leave is to be deducted while IOD Leave is being processed.

ARTICLE XVI - GENERAL PROVISIONS

Section 1. The Employer agrees to continue to abide by all applicable laws regarding safety of its employees and furnish general comforts and sanitary conditions for its employees.

Section 2. Any written statement or verbal agreement between an employee and the employer which may be contrary to or in conflict with the terms and conditions of this Agreement shall be null and void.

Section 3. No clause in this Agreement is to be understood to imply a lowering of health and safety conditions heretofore existing in the office.

Section 4. Employee agrees to give Employer two (2) weeks notice of intent to resign.

Section 5. Employees shall have access to their personnel

files upon reasonable notice to the Employer. Employee shall be permitted to place any relevant documents or rebuttal desired into said file.

Section 6. All accumulated vacation time and compensatory time shall be paid to the employee upon separation of employment or to his beneficiary in the event of death.

Section 7. When an employee is assigned by the Municipal Administrator to perform the duties of a higher Civil Service position in the classified service on a temporary basis because of the absence of an employee holding such a higher position in the classified service, such temporary assigned employee shall be entitled to be compensated at the base salary of the replaced employee subject to a maximum differential of \$1000 per year between the salaries of the two employees. The employee must perform a majority of job duties in the higher classification to qualify for payment. Only permanent employees are eligible and qualified for promotion to such higher Civil Service classified positions may be so temporarily assigned, when such employees are available. The provisions of this Section shall not take effect until the employee which is assigned to temporarily perform the duties of a higher Civil Service classified position performs such duties for a period of five consecutive days, at which time these provisions shall have retroactive effect to the first day of assignment. For the purpose of this section, if an employee is assigned to a higher paid position, by the Department Head, the assignment shall be effective if not contravened by the Municipal Administrator within 24 hours after his being informed by the employee.

Section 8. The Employer agrees to make promotions pursuant to the Department of Personnel Rules. In the event an employee receives a promotion, either through the Employer or the Department of Personnel, an employee whose position is reclassified shall be entitled to a salary increase as stipulated in the 1987/1988/1989 Salary Guide. Said Salary Guide for 1987 shall be attached to this Agreement by no later than July 1, 1987 after it is mutually approved by both parties. The Salary Guide is for the sole purpose of minimum wage and salary increases for positions governed by this Agreement.

Section 9. A uniform allowance will be given to Communication Operators of \$375 for 1987, \$375 for 1988 and \$375 for 1989. This benefit will be paid directly to the employee within thirty (30) calendar days after the adoption of the budget for each fiscal year.

Section 10. Any employee criminally charged due to a job-related incident shall be provided with complete legal representation at township expense, except in matters instituted by or on behalf of the township. If any such matter instituted by or on behalf of the township is dismissed or finally determined in favor of the employee, he shall be reimbursed for the expense of his defense.

Section 11. In the case of inclement weather whereby employees covered under this agreement are sent home, Communication Operators who are working shall be given compensatory time. Only those employees who are considered to be non-emergency personnel by the township are to be sent home.

ARTICLE XVII - REOPENER CLAUSE

The parties agree to reopen this Agreement December 1, 1987 to discuss the 1988 Salary Guide for the purposes of minimum wage and promotional increases. The parties also agree to reopen this Agreement December 1, 1988 to discuss the 1989 Salary Guide for purposes of minimum wage and promotional increases.

ARTICLE XVIII - SALARIES

Section 1. All present employees who were employed as of January 1, 1987 shall receive a salary increase as determined and agreed to by the union and its membership not to exceed a maximum of 7% of the total gross base salaries of the union in 1986.

Section 2. All employees employed as of January 1, 1988 shall receive a salary increase as determined and agreed to by the union and its membership not to exceed a maximum of 6.5% of the total gross base salaries of the union in 1987. Said increases based on the 6.5% maximum shall be submitted by the union to the employer no later than December 1, 1987.

Section 3. All employees employed as of January 1, 1989 shall receive a salary increase as determined and agreed to by the union and its membership not to exceed a maximum of 7% of the total gross base salaries of the union in 1988. Said increases based on the 7% maximum shall be submitted by the union to the employer no later than December 1, 1988.

Section 4. Effective January 1, 1988, Communication Operators, in addition to their 1988 salary increase outlined in Section 2, shall receive an additional \$300 to be included in their base salary for 1988.

Section 5. In addition to the annual basic wage there shall be paid to each qualified full time employee as additional salary, a longevity increment of two (2) percent of base pay upon completion of the first five years of continuous employment, five (5) percent of base pay upon completion of ten years of continuous service, eight (8) percent of base pay upon completion of fifteen years of continuous service, and ten (10) percent of base pay upon the completion of twenty years of continuous service, the maximum longevity being ten percent.

ARTICLE XIX - TERMINATION AND EXTENSION

Section 1. This Agreement shall be in effect from date of Agreement through December 31, 1989.

Section 2. Negotiations for a successor agreement shall commence in accordance with N.J.A.C. 19:12-2.1 This agreement shall remain in full force and effect during the period of negotiations for a successor agreement.

TOWNSHIP OF JACKSON

LOCAL 3304-A, AFSCME, AFL-CIO

Daniel J. Black
DANIEL J. BLACK
MAYOR

Patricia M. Wood

ATTEST:

David T. Miller Sr.