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AGREEMENT BETWEEN

Gloucester Township of  
THE TOWNSHIP OF GLOUCESTER

AND

AFSCME / AFL-CIO

LOCAL 1822

FOR

1984-1985

X January 1, 1984 - December 31, 1985

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PREAMBLE

This agreement entered into by the Township of Gloucester, hereinafter referred to as the "Employer", and Local 1822 affiliated with AFSCME, 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 January 1, 1984.

ARTICLE 1. RECOGNITION

The Employer recognizes Council 71, Local 1822 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 covered under this contract and for such additional classifications as the parties may later agree to include. this recognition however, shall not be interpreted as having the effect of, or in any way abrogating the rights of the employees as established by the Laws of 1968, Chapter 303, and the amendment of Public Law 1974, Chapter 123, approved October 21, 1974, Senate No. 1087, as well as other Laws of the State of New Jersey.

ARTICLE 2. CHECK OFF

The Employer agrees to deduct the monthly union membership dues from the pay of those who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified the Employees by the Treasurer of the Union and aggregate deductions of all employees shall be remitted to the Treasurer of the Union together with a list of names of all employees for whom the deductions were made, by the 10th day of the succeeding month after each deduction is made.

ARTICLE 3. WORK SCHEDULE

The regularly scheduled work week shall consist of four (4)

consecutive days, Monday through Thursday, inclusive, except for employees in continuous operations. In the event that there is a need for the Township to revert to a five (5) day work week, then the regularly scheduled work week shall consist of five (5) consecutive days, Monday through Friday, inclusive. Neither the regular starting time of work shifts, nor the work shift, will change without 72 hours notice to the effected employees and without first having discussed such needs for same with the representative of the Union. When more than one work shift per day within a given classification is in effect, employees with such classification will be given preference in accordance with their seniority. Such preference will be exercised only when vacancies occur or when for other reasons changes in the number of employees per shift are being made. In no instance, however, will a senior employee be required to wait longer than one year in order to exercise his preference of shift in accordance with his seniority.

ARTICLE 4. OVERTIME

- Penalty  
Sick  
hours worked*
- A. Overtime refers to any time worked beyond the regular hours of duty. All time worked plus vacation time, holiday time or compensatory time in lieu of a holiday not celebrated by the Township is considered hours worked for determining hours eligible for overtime pay.
  - B. Time and One Half ( $1\frac{1}{2}$ ) the employees regular rate of pay shall be paid for work under the following conditions:
    - (a) If the regularly scheduled work week is four (4) consecutive days, all work performed in excess of ten (10) hours in any one day. If the regularly scheduled work week is five (5) consecutive days, all work performed in excess of eight (8) hours in any one day.
    - (b) All work performed in excess of forty (40) hours in any one week.
    - (c) All work performed on Saturday, provided the employee has satisfied the forty (40) hour work week requirement. All time paid for is considered hours worked.

Double Time the employees regular hourly rate of pay shall be paid for work under any of the following conditions:

- (a) All work performed on Sunday, provided the employee has satisfied the forty (40) hour work week requirement. All time paid for is considered hours worked.
  - (b) All work performed on a holiday in addition to the holiday pay.
  - (c) If the regularly scheduled work week is four (4) consecutive days, then in no event will employees be paid less than double time for having worked consecutively in excess of fourteen (14) hours. If the regularly schedule work week is five (5) consecutive days, then in no event will employees be paid less than double time for having worked consecutively in excess of twelve (12) hours.
- C. Overtime work will be distributed as equally as possible among employees within the same classification.
  - D. All overtime shall be paid promptly in the next payroll check after the overtime is worked.
  - E. Overtime work shall be voluntary unless the Mayor declares a state of emergency.
  - F. A list of all overtime worked per week shall be reported to the local Union President and recorded by employee name with total hours.

4 hours X  $1\frac{1}{2}$  = 6 hours credit

4 hours X 2 = 8 hours credit

#### ARTICLE 5. CALL IN TIME

Any employee who is called in for any emergency shall be paid not less than four (4) hours, and if the assigned work requires over four (4) hours, he shall be paid not less than eight (8) hours. If the employees call-in-time and his regular shift overlap, he shall be paid time and one half ( $1\frac{1}{2}$ ) for that period worked prior to the regular shift. Thereafter, for the balance of his regular shift he shall be paid at the appropriate rate.

ARTICLE 6. INSURANCE

Blue Cross - Blue Shield and Rider J 1420 Plan or HMO of NJ at employees option Coverage shall be provided for all employees and their families. In no event will this coverage be changed unless an equivalent or improved plan is obtained by the Township.

ARTICLE 7. WORKMENS COMPENSATION

- A. When an employee is injured on duty, he is to received Workmens Compensation due him plus the difference between the amount received as compensation to him and his salary during the period of temporary disability only, not to exceed one (1) year.
- B. An employee who is injured on the job and is sent home, or to a hospital or Doctor's Office to obtain medical attention shall receive pay at the applicable rate for the balance of his regular shift for that day.

ARTICLE 8. SICK LEAVE WITH PAY

- A. Permanent employees in the local service shall be entitled to the following sick leave of absence with pay:
  - 1. One and Three Quarter, eight (8) hours, days sick leave with pay for each month of service from the date of hire up to and including December 31st next following such date of hire and twenty-one (21) eight (8) hours, days sick leave with pay for each calendar year thereafter. If any such employee requires none or a portion only of such allowable sick leave in any calendar year, the amount of such leave not taken shall accumulate from year to year.

Sick leave for the purposes herein is defined to mean the absence of an employee from duty because of personal illness for which the employee is unable to perform the usual duties of his position, exposure to contagious disease, or a short period of emergency attendance upon a member of his immediate family critically ill and requiring the presence of the employee.

2. If an employee is absent for three (3) consecutive working days, for any of the reasons set forth above, the employer shall require acceptable evidence on the form prescribed. The nature of the illness and the length of time the employee will be absent should be stated on a Doctor's Certificate.
3. An employee who does not expect to report for work because personal illness or for any of the reasons set forth in the definition for sick leave hereinabove set forth, shall notify his immediate superior by telephone or special messenger within one half of an hour ( $\frac{1}{2}$ ) before the beginning time of the employee's shift.
4. Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved on the certificate of the local health agency, and in case of death in the family, upon such reasonable proof as the appointing authority shall require.
5. The total years of service after permanent appointment of each employee in the local civil service shall be considered in computing accumulated sick leave due and available.
6. Temporary Employees in the local service shall be entitled to the following sick leave of absence with pay:
  - (a) One eight (8) hour working day of sick leave with pay for each month of service per annum, during such temporary full time employment.
  - (b) Employees on a seasonal basis are not eligible.
7. Once each year, on or before January 15th, the employee shall be notified of the number of unused sick days and vacation day to the credit of the employee.
8. Cash payment shall be made for unused sick leave upon retirement, death, or separation due to a reduction on the overall work force for economic reasons, on the basis of \$45.00 per eight (8) hour day, up to a maximum

of 80 days plus accumulated sick days to the employees credit as of December 31, 1983.

9. Annually an adjustment will be added to longevity pay scheduled to be disbursed in November each year (Article 23) for unused sick days during each calendar year as follows. For each block of 5 unused days of the current years earned sick days the employee will receive an additional  $\frac{1}{2}\%$  increase in longevity. Any employee not entitled to longevity will receive a flat \$50.00 for each block of 5 unused sick days.
10. In all cases of reported illness or disability the Township reserves the right to send the visiting nurse and/or Township Doctor to investigate the report.

#### ARTICLE 9. LEAVE OF ABSENCE WITH PAY

- A. Seven (7) days shall be granted for death in the immediate family consisting of Mother, Father, Spouse, Children, Brother, Sister, or Parental Guardian.
- B. Five (5) days shall be granted for the death of an employees Grandmother or Grandfather
- C. Three (3) days shall be granted for the death of an employees Mother-In-Law, Father-In-Law, Brother-In-Law, and Sister-In-Law.

#### ARTICLE 10. LEAVE OF ABSENCE WITHOUT PAY

A permanent employee holding a position in the classified service who is temporarily incapacitated to perform his duties due to either physical or mental reasons may be granted a special leave of absence, without pay, for a period not to exceed six (6) months. Said special leave may be extended for another period, not to exceed six(6) months, with the approval of the Township.

Any permanent employee desiring such special leave of absence without pay, shall submit his request, in writing, stating the reasons why, in his opinion, the request should be granted along with the anticipated date of his return to duty.



Any employee who is a member of the Union and is legally elevated to an official full time position in the parent Union shall be granted special leave of absence without pay to attend his official duties, for a period not to exceed one (1) year, which period may be renewed for an additional year upon appropriate request and approval.

#### ARTICLE 11. UNION LEAVE

Any three (3) members of the Union who are elected or designated to attend conventions of the Union's International or other subordinate body shall be permitted to attend such functions and shall be granted the necessary time off without loss of either pay or time, provided that the said time off is of a reasonable duration as determined by the Supervisor and the Mayor. This right of attendance, moreover shall be governed by any conditions, restrictions, and limitations contained in the International Constitution of the Union.

#### ARTICLE 12. MILITARY LEAVE

- A. Any Employee who is a member of a reserve force of the United State or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State, shall be granted a leave of absence during the period of such activity. Such duty is not to exceed three weeks.
- B. Any Employee who enters into active service in the armed forces of the United States while in the service of the Township shall be granted a leave of absence for the period of military service.
- C. Employees returning from authorized leaves of absence, as set forth herein, will be reinstated to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employee rights, privileges or benefits.

#### ARTICLE 13. SENIORITY

- A. Seniority is a permanent employees total length of service with the Township, beginning with his original date of hire.

- B. An employee having broken service with the Township (as distinguished from a leave of absence) shall not accrue seniority credit for the time when not employed by the Township.
- C. If any question arise concerning two employees who were hired on the same date the following shall apply:
  - (a) If hired prior to the effective date of this agreement, seniority preference amount such employees shall be determined by the order in which such employees are already shown on the Township's payroll records, first names, first preference.
  - (b) For employees hired on the same date subsequent to the effective date of this agreement, preference shall be given in alphabetical order of the employees last name.
- D. In all cases or promotions, demotions, layoffs, recall, vacation scheduling and other situations where substantial employee advantage or disadvantages are concerned, a permanent employee with the greatest amount of seniority shall be given preference provided he has the ability to do the work involved.
- E. A list shall be maintained by the Department indicating the number of jobs available. Such jobs shall be open for bid by all laborers based upon seniority and the ability to do the work.

ARTICLE 14. HOLIDAYS

The following days are recognized as paid Holidays:

- |                              |                           |
|------------------------------|---------------------------|
| New Years Day                | Labor Day                 |
| Martin Luther Kings Birthday | Columbus Day              |
| Presidents Day (2/20)        | Veterans Day              |
|                              | Thanksgiving Day          |
| Good Friday                  | Friday after Thanksgiving |
| Memorial Day                 | Christmas Day             |
| Fourth of July               | General Election Day      |

- A. Holidays which fall on a Saturday shall be celebrated on the preceding Friday. Holidays which fall on a Sunday shall be celebrated on the following Monday. Holidays which fall within an employees vacation period shall be celebrated at the employees

*Check Calendar Day  
in Birthdays!*

option, either immediately before or immediately after his vacation period.

- B. In order to be entitled to the above paid Holidays, employees must work the regular work day before and after the Holiday. In the event of sickness on the day before or the day after the Holiday, the employee must obtain a Doctor's Certificate in order to be eligible for the Holiday pay.
- C. Any Holiday leave or day off granted to other Township Employees by resolution of Township Council, shall be granted to employees covered by this agreement. In a case where an employee covered herein is required to work this particular extra Holiday or day off, equivalent comp time will be granted.
- D. Any day declared a National Holiday by the President of the United States shall be granted to employees covered by this agreement.

#### ARTICLE 15. VACATIONS

*8 hrs.*  
Permanent employees in the service of the Township shall be entitled to the following annual vacation:

- (a) After six months of service from the date of appointment up to one (1) year of service, one (1) working days vacation per month of service.
- (b) Commencing with the first (1) year of service through the fourth (4) year of service, twelve (12) working days vacation.
- (c) Commencing with the fifth (5) year of service through the ninth (9) year of service, sixteen (16) working days vacation.
- (d) Commencing with the tenth (10) year of service through the fourteenth (14) year of service, twenty-three (23) working days vacation.
- (e) Commencing with the fifteenth (15) year of service through the nineteenth (19) year of service, twenty-eight (28) working days vacation.
- (f) Commencing with the twentieth (20) year of service up to retirement, thirty (30) working days vacation.

- A. The greater number of vacation days earned shall begin at the anniversary date of the original date of hire as shown on a seniority roster.
- B. Vacation time not used in any year shall be carried forward into the next succeeding year, and must be taken that year or lost.
- C. In addition each employee shall be entitled to three (3) personal days off each year, one of which will be the employee's birthday.
- D. Vacation schedule will be approved by the Superintendent of Public Works by March 31st each year. The schedule will be based on seniority limiting vacation to not more than two consecutive weeks until all employees have a first choice. After all employees have had a choice the superintendent may approve vacation in excess of two consecutive weeks.

#### ARTICLE 16. STRIKES AND LOCKOUTS

The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members to take part in any strike (i.e., the concerted failure to report for duty or willful absence in whole or in part, from the full, faithful and proper performance of the employees duties of employment), work stoppage, slow-down, walk out, or other illegal job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

- A. The Union agrees that it will make a reasonable effort to prevent its members from participating in any strike, work stoppage, slow down or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Township and that the Union shall take such other steps as may be necessary under the circumstances to have the employees return to work or discontinue the job action.
- B. Nothing contained in the Agreement shall be construed to limit or restrict the Township in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

- C. The Township agrees that it will not engage in the lock-out of any of its employees.

ARTICLE 17. MEMBERSHIP PACKETS

The Township will allow membership packets, furnished by the Union, to be placed in a suitable area so they may be obtained by new employees.

ARTICLE 18. SAFE AND HEALTH

- A. The Township shall at all times maintain safe and healthful working conditions and will provide employees with any wearing apparel, tools or devices, reasonably necessary in order to insure their safety and health. "Wearing Apparel" shall mean raincoats and hats. The Township shall furnish rain gear and every six (6) months replace wearing apparel which is needed at the Townships expense.
- B. The Township and the Union shall designate a safety committee member for each unit of representation. It shall be their joint responsibility to investigate and correct unsafe and unhealthy conditions. They shall meet periodically as necessary, to review conditions in general and to make appropriate recommendations to either or both parties. The safety committee member representing the union shall be permitted reasonable opportunity to visit work locations throughout the Township facilities, where employees covered by this agreement perform their duties for the purpose of investigating safety and health conditions. Said inspection shall be conducted during working hours with no loss of pay for periods not to exceed one (1) hour per day, unless additional time is specifically requested and authorized by the Township.

ARTICLE 19. EQUAL TREATMENT

The Township agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, martial status, political affiliation, union membership, or union activities.

ARTICLE 20. GRIEVANCE PROCEDURE

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

- Step 1. The aggrieved employee or union steward, at the request of the employee, shall take up the grievance or dispute with the employee's foreman within ten (10) working days of its occurrence. Failure to act within the ten (10) day period shall be deemed to constitute an abandonment of the grievance. Upon proper presentation of grievance, the the Superintendent shall then attempt to adjust the matter and shall respond to the employee or steward within three (3) working days.
- Step 2. If the grievance has not been settled, it shall be presented, in writing, by the union steward (or union grievance committee or employee) to the Mayor within three (3) working days after the Superintendent's response is due. The Mayor shall meet with the union steward (or grievance committee and/or employee) and respond, in writing, within three (3) working days.
- Step 3. If the grievance still remains unsettled, the representative may, within fifteen (15) working days after the reply of the Mayor is due, by written notice, proceed to arbitration. A request for arbitration shall be made no later than such fifteen (15) day period and a failure to file within said time period shall constitute a bar to such arbitration unless the union and Council shall mutually agree upon a longer time period within which to adjust such a demand.
- A. With regard to subject matters that are grievable, the arbitration proceedings shall be conducted by an arbitrator, to be selected by the Township and the Union, within seven (7) working days after notice has been given. If the parties fail to agree upon an arbitrator, the Public Employees Relations Commission shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Township and

the Union shall strike two (2) names from the panel. The union shall strike the first name; the Township shall then strike the other, etc. and the name remaining shall be the arbitrator. The arbitrator shall restrict his inquiry to the standards established by this agreement only and his decision shall be final and binding on both parties, and the arbitrator shall be requested to issue his decision within thirty (3) days after the conclusion of testimony and argument.

- B. The Union will notify the Township, in writing, of the names or its employees who are designated by the union to represent employees under the grievance procedure. Employees so designated by the Union will be permitted to confer with other representatives regarding matters of employee representation, during working hours without loss of pay for periods not to exceed one (1) hour per day, unless additional time is needed and mutually approved by the Township.
- C. Agents of the Union who are not employees of the Township, will be permitted to visit with employees during working hours at their work stations for the purpose of discussing union representation matters, so long as such right is reasonably exercised and there is no undue interference with work progress. (Such representatives shall also be recognized by the Township as authorized spokesmen for the Union in the matters between the parties regarding employees representation matters.)
- D. The Township and the Union agree in conjunction with the grievance procedure each will give reasonable consideration to request of the other party for meetings to discuss grievances pending at any step of the grievance procedure.

#### ARTICLE 21. GENERAL PROVISIONS

- A. The Township and the Union recognize the need for the development and training of qualified employees to fulfill the employer's manpower requirements for maintaining the efficiency of operation and services. The Township agrees to join with the Union in the mutual undertaking to try to establish a training program for

employees covered by this agreement. The training program would be utilized to help employees as may be required by the employer for various positions. Neither the employer nor the union are bound to either participate in a certain type program or certain instruction, it being understood that this is the type of program which would be mutually beneficial and the program itself must depend both upon availability of the employees time and to the employer both training facilities and personnel which would not interfere with the effective operation of the department.

- B. Civil Service Bulletins shall be issued to the Union president monthly.
- C. Should any portion of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply to the specific portion of the agreement effected by such a decision, whereupon the parties agree to commence negotiation relative to the invalid portion.
- D. It is agreed that the representatives of the employer and the union will meet from time to time upon request of either party to discuss matters of general interest or concern, matters which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party which shall reflect the precise agenda of the meeting.
- E. The jurisdiction and authority of the employer over matters not covered by this agreement are expressly reserved and impliedly reserved by the employer in accordance with the laws of the State of New Jersey.
- F. The description of each job as may be stated by Civil Service "Classification and Survey" for Gloucester Township covering the members of the union are hereby accepted.
- G. Unless specifically excluded herein, all full time employees paid on an annual or hourly basis shall be subject to those personnel policies and regulations set forth in the Gloucester Township Rules and Regulations.
- H. Prior to the appointment of any applicant, a person shall undergo a physical examination to be administered by the Township Physician and any other examination, when requested by the



appointing authority. The prospective appointee or employee shall also complete and file a prescribed questionnaire of physical condition and history with the Administration of the Township.

- I. It is the policy of the Township to offer employment and fair treatment to all its employees. The employee is expected to properly maintain his mental and physical well being to assure his continued employment to the satisfaction of the Department Head and Governing Body.
- J. Except when otherwise provided by Law, every person appointed to a new position shall be deemed to be on probation in the position to which he shall be appointed, for a period of three (3) months, such probation shall not effect permanent status for any other Township employment that the employee may have achieved prior to his completion of the probationary period. The employee or officer shall be evaluated by the Mayor to determine whether he shall be granted permanent status or dismissed. The Mayor may require reports and recommendation from immediate superiors and department heads for this purpose.
- K. An employee who is injured in the performance of his duties shall immediately report the accident to his supervisor.
- L. Employees may not directly nor indirectly solicit donations or other gratuities, contributions and the like that would in any sense put the employee under obligation to the person making the donations and violating the principle that all citizens be treated alike.
- M. Should an official holiday occur while an employee is on sick leave, he shall not have that holiday charged against his sick leave.
- N. BEing punctual is of the utmost importance; consequently any lateness and the reason for it will be noted on the time record. Recurring or chronic lateness will be referred to the Mayor for appropriate action and shall be the basis for disciplinary action against the offending employee.
- O. The regular work week for full time Public Works Employees in the bargaining unit is <sup>40 hr per week on a</sup> four (4) days, Monday through Thursday, 7:00

*As per ~~the~~ ~~agreement~~*

a.m. to 5:15 p.m., with normal time allowed for lunch for these employees being one half (1/2) hour. A fifteen (15) minute rest break is permitted in the forenoon and afternoon.

In the event the Township reverts back to a five (5) day regular work week, the days and hours shall be Monday through Friday, 8:00 a.m. through 4:15 p.m., the normal time allowed for lunch for these employees is one half (1/2) hour. A fifteen (15) minutes rest break is permitted in the forenoon and afternoon.

- P. A time clock will be used by all hourly employees. These employees are to use the time clock to register their starting time in the morning and their finishing time in the afternoon.
- Q. All vacations must be scheduled by the Department Head. It is the responsibility of the Department Head to schedule individual vacations so that activities of the Township will be carried on with a minimum interruption and inconvenience.

Employees with seniority will be given first preference in the assignment of vacations insofar as possible.

- R. For the years 1984 and 1985 employees covered under this agreement shall receive a clothing amintenance allowance of two hundred dollars (\$200.00). Payment for which shall be made twice yearly as near as possible to June 1st and December 1st.
- S. It is agreed that there is herewith created a committee composed of two (2) members from management and two (2) members of the union. The purpose of this committee shall be to discuss employee/employer relation problems of a general nature in order that understanding and problem solution where possible, may occur. These meetings are not intended to bypass the grievance procedure or to be considered collective negotiation meetings, but are intended as a means of fostering good employee/employer relations through communication between the parties.

- 1. Appointment by both parties:
  - 2 Members appointed by the Union
  - 2 Members appointed by the Township
- 2. Union/Management Meeting: Union Management Meetings shall take place on the first Thursday of each month.

- T. It is agreed that all job vacancies and new positions shall be filled from among employees in the Department in accordance with Civil Service Regulations.

Vacancies and new positions shall be filled in the following manner: Employees with the greatest amount of seniority shall be given preference provided he has the ability to do the work involved.

If it should be necessary in filling a vacancy or new position to bypass an employee, reasons for denial shall be given in writing to such employee with a copy to the Union.

The employee who was bypassed then shall have the right to appeal the action through the grievance procedures

#### ARTICLE 22. WAGE SCHEDULE

- A. Each employee shall receive on January 1, 1984, a forty-two cent (.42¢) per hour salary increase based on his then hourly rate of pay as of December 31, 1983.
- B. Effective January 1, 1985 each employee shall receive a fifty-three (.53¢) per hour increase based on his then hourly rate of pay as of December 31, 1984.
- C. An employee who works in a higher classification shall immediately receive the pay rate for that higher classification. Payment for work in a higher classification shall be made no later than two (2) weeks after having worked same.
- D. Paychecks shall be issued at the end of each scheduled work week.

#### ARTICLE 23. LONGEVITY

- A. Longevity payments will be made to the employees covered by this agreement in accordance with the schedule outlined below. Said payments will be made not later than five (5) working days after November 1st in 1984 and 1985 in a separate check issued to all eligible employees. In order to be eligible for longevity payment an employee must have a minimum of five (5) years of

continuous service in the year longevity is to be paid, regardless of when the employee's actual anniversary date falls, making him eligible for longevity.

Commencing with the 5th year through the 6th year - 4½% of annual salary for 1984 and 5% of annual salary for 1985.

Commencing with the 7th year through the 8th year - 5½% of annual salary for 1984 and 6% of annual salary for 1985

Commencing with the 9th year through the 10th year - 6½% of annual salary for 1984 and 7% of annual salary for 1985

Commencing with the 11th year and thereafter - 7½% of annual salary for 1984 and 8% of annual salary for 1985.

#### ARTICLE 24. HEALTH AND WELFARE

It is agreed between the Township and the Union that the Township shall pay or cause to be paid to the South Jersey Public Employees Health and Welfare Fund the sum of ~~one hundred and twenty four dollars~~ (\$175.00) per annum for each full time employee who is a member of the union, and for whom the union is the bargaining agent for the purposes of this contract and agreement, to provide at least an eye glass, dental and prescription plan for the membership.

- A. The union agrees to save and hold harmless the Township from any liability arising out of the administering of the fund to which this sum shall be paid on behalf of each employee as stated above, and further agrees to make available to the Township audits or reports dealing with said funds annually by June 30th each year.

## ARTICLE 25. DISCIPLINARY ACTION

It is impossible to outline every aspect of behavior which is or is not appropriate for public employees. All employees are expected to maintain high standards of ethical and other personal conduct and to maintain respect for the importance of people. Causes for removal are outline below and removals may be made for sufficient causes other than those listed below and referred to in this agreement.

1. Neglect of Duty.
2. Incompetency or inefficiency.
3. Incapacity due to mental or physical disability.
4. Insubordination or serious breach of discipline.
5. Intoxication on duty.
6. Chronic or excessive absenteeism.
7. disorderly or immoral conduct.
8. Willful violation of any of the provisions of the statutes, rules or regulations relating to employment in the public service.
9. The conviction of any criminal act or offense.
10. Negligence or or willful damage to public property or waste of public supplies.
11. Conduct unbecoming a public employee.
12. Punching another employees time card.

ARTICLE 26. AGENCY SHOP

- A. The Employer agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.
- B. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.
- C. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed either five (85%) percent of the regular membership dues, fees and assessments.
- D. The sum representing the fair share fee shall not reflect the cost of financial support of political causes of candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the employer.
- E. The Union shall establish and maintain a procedure whereby any individual paying the agency fee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Employer or require the employer to take any action other than hold the fee in escrow pending resolution of the appeal.
- F. The Union shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the

Union to the Employer, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

#### ARTICLE 27. MANAGEMENT RIGHTS

The Township of Gloucester hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management administrative control of the Township Government and its properties and facilities and the activities of its employees by utilizing personnel, methods, and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
2. To make rules of procedure and conduct, to issue improved methods and equipment, to determine work schedules and shifts to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
3. The right of management to make, maintain, and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and or the effective operation of the Department, after advance notice to the employees, to require compliance by the employees is recognized.
4. To hire all employees and subject to the provisions of Law, to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees.
5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to law.
6. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient or non-productive.

7. The Township reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Departments.

#### ARTICLE 28. EMPLOYEE RIGHTS

To insure that individual employee rights are not violated, the following represents the Employees' Rights.

1. An employee shall have the right to Union Representation at each and every step of the grievance procedure set forth in this agreement.
2. An Employee shall not be required to submit to an interrogation by the Employer and/or representatives of said Employer without Union Representation present at such interrogation.
3. No recording device of any type shall be used at such interrogation.
4. In all disciplinary hearing and/or hearings designed for the appeal of a disciplinary action already taken, the employee shall be entitled to Union Representation. Such representation shall consist of the Local Union Representative or his designee the Chief Shop Steward or his designee and a Union Representative from the district council of which the employee is a member.
5. In all disciplinary hearings or hearings designed for the appeal of any disciplinary action, the employee and/or his union representative(s) shall have the right to introduce evidence and witnesses in his behalf. Furthermore, the employee and/or his union representative(s) shall be granted the right to cross-examine any and all witnesses against him.
6. Recording devices may be used only if prior agreement by the union is reached. The Union shall be given a duplicate of any and all recordings made. Cost for such shall be shared equally between the Union and the Township.
7. No employee shall be intimidated, coerced, or offer any reprisal by the Employer for having exercised his rights under this agreement.



In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Law of New Jersey of the United States.

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

#### ARTICLE 29. FULLY BARGAINED AGREEMENT

- A. This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject to negotiations.
- B. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge contemplation of either or both parties at the time they negotiated or signed this agreement.

#### ARTICLE 30. DURATION

- A. This Agreement shall be in full force and effect as of January 1, 1984 and shall remain in effect to and including December 31, 1985, without any reopening date. This agreement shall continue in full force and effect from year to year thereafter, until one party or the other give notice, in writing, no sooner than one hundred and fifty (150) nor no later than one hundred and twenty (120) days prior to the expiration of this agreement of a desire to change, modify, or terminate this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals in the Township of Gloucester, New Jersey on this 30th day of June 1984.

FOR A.F.S.C.M.E. LOCAL 1822

FOR THE TOWNSHIP OF GLOUCESTER

John P. Henning JCO 71

Rene D. Biggs Pres.

Judy W. Smith U. Pres.

Wm A. Sullivan

W. J. McPhee

Thomas J. Smith