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AGREEMENT

This Agreement made this 1st day of February, 1974 between CLARK TOWNSHIP (hereinafter called "Employer") and UNION COUNCIL NO. 8 NEW JERSEY CIVIL SERVICE ASSOCIATION (hereinafter called "The Association");

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

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

ARTICLE I

RECOGNITION

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

ARTICLE II

PAYROLL DEDUCTION OF ASSOCIATION DUES

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

An authorization for deduction of The Association membership dues shall be terminated automatically when an employee is removed from the payroll of the Employer. Where an employee takes a leave of absence without pay for one month or more or for any payroll deduction period, there shall be no obligation on the part of the Employer to collect funds from his salary during such absence. Upon his return to employment, at the termination of his leave, the Employer shall continue to deduct dues from his salary in accordance with the payroll deduction program agreed upon by the parties.

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

ARTICLE III

ASSOCIATION BUSINESS

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

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

- a) Collective Bargaining
- b) Time spent conferring with Management on specific grievances as specified in the Grievance Procedure.

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

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

ARTICLE IV

MANAGEMENT RIGHTS

The Association recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Employer. All of the rights, powers, prerogatives and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as specifically provided in this Agreement.

ARTICLE V

SALARIES

Section 1. Effective January 1, 1973, all employees shall receive a four hundred ninety-four dollar (\$494.00) increase in their annual salary, pro-rated for part time employees.

Section 2. Effective January 1, 1974, all employees shall receive a six hundred forty dollar (\$640.00) increase in their annual salary, pro-rated for part time employees.

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

Section 4. Other overtime work at the municipal building, approved by a director or department head, shall be paid at the rate of time and one-half for the time worked (as per Section 4-2 of the Township Personnel Policy).

ARTICLE VI

INCREMENTS AND LONGEVITY

Section 1. Annual increments will be given to those who are entitled to one.

Section 2. Effective January 1, 1973, all employees having at least five (5) years of service with the Employer shall receive in addition to their regular salary a four dollar (\$4.00) a week longevity payment for each five (5) years of employment with the Township. There will be no reduction in longevity payment now in effect for past service; however, there will be an increase in longevity pay for past service if the amount is less than would be provided by the new formula. The longevity increase is effective on the employee's anniversary date. Adjustments will be retro-active to January 1, 1973.

ARTICLE VII

CIVIL SERVICE RULES

The parties agree that all hirings, lay-offs, and separations shall be in accordance with the REVISED CIVIL SERVICE RULES FOR THE STATE OF NEW JERSEY as applicable to the Township.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 1. To provide for the expeditious and mutually satisfactory settlement of grievances which shall mean a complaint by an employee that there has been an improper or unjust application, interpretation or violation of this Agreement, the following procedure shall be followed:

- Step 1. An employee with a grievance shall first discuss it with his Department Head in the presence of a local Association representative for the purpose of resolving the matter informally.
- Step 2. If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, he may file it in writing with the Business Administrator. A hearing on the grievance shall be held between the Business Administrator and the Association's designated representative. The Business Administrator will 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, he may file the grievance 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.

A hearing on the grievance shall be held by the Grievance Committee to gather any information necessary for a decision. The Grievance Committee will render a final decision in writing within five (5) days of the hearing.

Section 2. Any grievance not presented under the grievance procedures described herein within five (5) working days of the occurrence giving rise to the grievance shall not thereafter be considered a grievance under this Agreement unless reasons satisfactory to the Employer are given in explanation of the failure to present the grievance within such time.

ARTICLE IX

MAINTENANCE OF WORK OPERATIONS

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

Section 2. The Association will not schedule any membership meetings or demonstration which may have the same effect as a strike or work stoppage.

ARTICLE X

SAVINGS CLAUSE

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

ARTICLE XI

DURATION

This Agreement shall be in effect from January 1, 1973, through December 31, 1974.

IN WITNESS WHEREOF the parties have caused same to be executed by its respective officers or agents on this day of

TOWNSHIP OF CLARK

Attest:

Edward R. Rademacher
Township Clerk

Samuel B. Berman
Mayor

UNION COUNCIL NO. 8, NEW JERSEY
CIVIL SERVICE ASSOCIATION

Regina Sackenski
Recording Secretary

James Farley 'SVP
Union Council #8
N.J.S.C.A.