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Bridgeton AGREEMENT

THE CITY OF BRIDGETON, CUMBERLAND COUNTY, NEW JERSEY

AND

NEW JERSEY CIVIL SERVICE ASSOCIATION,

CUMBERLAND COUNTY COUNCIL #18

X JANUARY 1, 1988 - DECEMBER 31, 1989

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#### PREAMBLE

THIS AGREEMENT entered into this *9th* day of *August*, 198*6*. by and between THE CITY OF BRIDGETON in the COUNTY of Cumberland, a municipal corporation of the State of New Jersey, hereinafter referred to as the "EMPLOYER", and NEW JERSEY CIVIL SERVICE ASSOCIATION, CUMBERLAND COUNTY COUNCIL #18, hereinafter referred to as the "ASSOCIATION".

#### PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the City of Bridgeton in its capacity as an Employer, the Employees, the Association and the people of the City of Bridgeton.

The parties recognize that the interests of the community and the job security of the employees depend upon the Employer's success in establishing proper service to the community.

To these ends, the Employer and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

**ARTICLE 1. RECOGNITION OF THE ASSOCIATION**

Pursuant to and in accordance with all applicable provisions of Chapter 303 of the Laws of 1968 (N.J.S.A. 34:13A-5-1 et seq., as amended), the Employer does hereby recognize the Association as the sole and exclusive representative of all clerical employees of the City of Bridgeton, excepting that this representation shall not extend to any management executive or supervisor having the power to hire, discharge, discipline or effectively recommend same, or any person who is employed in a confidential position in the City of Bridgeton or any person employed on an hourly or part-time basis. This representation shall extend to the terms and conditions of employment. A list of job titles excluded from the bargaining unit represented by the Association is attached hereto and made a part hereof as Schedule A.

**ARTICLE 2. EFFECT OF EMPLOYEE NOT JOINING ASSOCIATION**

Neither membership in the Association nor non-membership shall be a condition of employment or continued employment.

The Association agrees that there shall be no discrimination, intimidation, restraint or coercion by either party or its officers, agents or members against any employee who refuses or fails to join the Association.

The Association shall indemnify and hold the Employer harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken pursuant to this Article.

### ARTICLE 3. MANAGEMENT RIGHTS AND RESPONSIBILITIES

It is recognized that management, the control of properties and the maintenance of order and efficiency, is solely a responsibility of the Employer. Accordingly, the Employer retains the rights, including but not limited to hire, suspend or discharge Employees for just cause, assign, promote or transfer said Employees, determine the amount of overtime to be worked, relieve Employees from duty because of lack of work or for other legitimate reasons, decide the number and location of its facilities, stations, etc., determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, design, structure and control of equipment and materials,

purchase services of others, contract or otherwise, except as these rights may be otherwise specifically limited in this Agreement and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

#### ARTICLE 4. NON-DISCRIMINATION

The Employer and the Association agree that there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, national origin, political affiliation or Association membership.

#### ARTICLE 5. GRIEVANCE PROCEDURE

The purpose of this procedure is to acquire at the lowest possible level equitable solutions to grievances. The parties agree that this procedure will be kept as informal as may be appropriate.

Only one subject matter can be included in any one grievance and the relevant Article number of this Agreement must be specified on the grievance form.

Nothing herein contained shall be construed as limiting the right of any employee having a grievance to pursue the matter informally and have the grievance adjusted with or without the intervention of the Association, provided that the same procedure is followed whether or not the Association participates in the proceedings.

The term "grievance" means a complaint alleging a violation, misinterpretation or improper application of the terms and conditions of this Agreement.

A grievance must be filed within fifteen (15) days of the date of its occurrence or the date that said grievance became known or should have become known to the person filing said grievance.

The Association will notify the Employer in writing of the names of the Association representatives and officers who are designated by the Association to represent employees under the grievance procedure. The Association representative will be permitted the necessary time during working hours to investigate a grievance which has been put forth in writing. Permission for such time will not be unreasonably withheld or abused, providing that a limit of one (1) hour will be observed unless specifically extended by the Department Head. The Association representative shall not interfere with the normal conduct of the work of the particular Department.

The Association representative shall have the opportunity to consult with employees before the start of the work shift, during lunch or regularly scheduled breaks and after completion of the work shift.

If it is found that a grievance does exist and cannot be resolved informally, the following steps must be adhered to by the aggrieved party in the presentation of an grievance:

(1) A conference between the aggrieved employee and his or her supervisor. If a satisfactory agreement is not reached within five (5) working days, then

(2) A conference between the aggrieved employee with or without the local Association Representative and the appropriate Department Head. If a satisfactory agreement is not reached within an additional ten (10) working days, then

(3) A conference between the aggrieved employee with or without the local Association Representative and the appropriate officer approved by the Administrator for appeal. If the Administrator is the Department Head, the Mayor will designate a person to hear the appeal. If a satisfactory agreement is not reached within fourteen (14) working days, then

(4) A conference shall be arranged between the Mayor, Department Head, Business Administrator and City Solicitor and not more than five (5) representatives of the Association, the aggrieved party and his or her attorney to resolve the dispute.

It is understood by both parties, that all grievances must be submitted in writing and specifically spell out the alleged violation along with the relevant Article of this Agreement. Failure of the aggrieved to sign the grievance will result in dismissal of said grievance. If the Association processes a grievance beyond Step (1), the Association shall give

notice in writing to the appropriate Employer Representative that a satisfactory agreement has not been reached between the the parties. Said notice shall request that said Employer Representative arrange a meeting with the local Association Grievance Chairman or representative pursuant to this Section.

It is understood that should any grievance be resolved pursuant to Step (1) through Step (4) of the Agreement, both parties to this Agreement shall execute a Memorandum of Agreement setting forth the facts of the grievance and basis for resolving same, and, in any event, the response of the Employer Representative pursuant to any step in the grievance procedure shall always be in writing.

Unless extended by mutual agreement in writing, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last response of the Employer.

Employees shall have an election as to whether they shall pursue remedies under Civil Service or under the grievances procedure set forth herein. Furthermore, employees shall have an election as to whether they shall pursue remedies under Public Employee Relations Commissions procedures relating to unfair labor practices or the grievance procedure set forth herein. In any event, any action beyond Step (2) in the grievance procedure shall constitute an election to pursue remedies under this Agreement.



## ARTICLE 6. VACATIONS

All full-time employees in the Classified Civil Service shall be granted the following annual leave for vacation purposes with pay in and for each calendar year from their permanent date of appointment:

Up to one year of service- one working day's vacation for each month of service;

After one year and up to five years of service- twelve working days' vacation;

After five years and up to ten years of service- fifteen working days' vacation;

After ten years and up to fifteen years of service- twenty working days' vacation;

After fifteen years and up to twenty years of service- twenty-five days' vacation;

After twenty years of service- thirty working days' vacation.

Vacation time accrued in one year may not be carried over into the next or any succeeding year except for circumstances required by emergency situation as determined by a Department Head and approved by the Business Administrator.

ARTICLE 7. HOLIDAYS

Holidays will be observed as follows:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

In the event the President of the United States, the Legislature or the Governor of the State of New Jersey should declare a holiday in addition to those already mentioned afore-said, then said holiday will be observed by the Employer. When a holiday falls on a Sunday, it shall be observed on Monday and when it falls on a Saturday, it shall be observed on Friday.

ARTICLE 8. PERSONAL DAY

Employees will each receive one (1) personal day per year which will, insofar as possible, be granted at the time most desired by employees according to their seniority. No more than one employee in each department may take a personal day at the same time unless the Department Head is satisfied that he or she has sufficient personnel to operate efficiently. Employees will give notice of taking a personal day at least 48 hours in advance and shall be taken only with approval by the Department Head

**ARTICLE 9. LIFE INSURANCE**

The present life insurance plan will be continued during the term of this Agreement.

**ARTICLE 10. PRESCRIPTION PLAN**

The Employer agrees to provide a prescription plan for the employees, their spouses and/or dependant children providing for a maximum payment of \$1.00 per prescription by the employee for persons eligible under this plan.

**ARTICLE 11. SEVERENCE PAY**

It is stipulated and agreed that employees who retire having accumulated sick days shall be compensated up to \$9,000.00. The amount to be compensated shall be computed by multiplying one-half the acculated sick days times eight hours times the hourly rate of said employee at the time of his retirement.

**ARTICLE 12. FUNERAL LEAVE**

If a death occurs among members of an employee's immediate family or household, the employee will be granted three (3) days leave, which shall not be charged as sick leave.

The immediate family is defined as wife, husband, son, daughter, father, mother, brother or sister.

If death occurs among other relatives of the employee, the employee shall be granted one (1) day leave, to be charged to sick leave.

"Other relatives" are defined as grandchildren, grandparents, uncle, aunt, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law and sister-in-law.

#### ARTICLE 13. HOSPITALIZATION - MEDICAL COVERAGE

The Employer agrees to pay the full premium for hospitalization coverage known as "Blue Cross", the medical coverage known as "Blue Shield" and the "Rider J" and Major Medical addendums for each employee, his or her spouse and/or dependent children, up to the limits provided by the Employer through insurance policies maintained by the Employer

#### ARTICLE 14. ABSENCE WITHOUT LEAVE

An absence without approved leave shall be without pay and may be subject to disciplinary action. An absence for five (5) consecutive days without approved leave shall be deemed a termination of employment. Such action may be reconciled by a subsequent grant of leave at the option of the Department Head.

## ARTICLE 15. TARDINESS

Unauthorized tardiness is any tardiness that is not excused by the immediate supervisor and the Department Head.

An employee is considered tardy when the employee reports for duty after the beginning of his assigned shift. All tardiness must be made up within the same work week.

Unauthorized tardiness for 15 minutes or more may be subject to disciplinary action. Also, tardiness of less than 15 minutes two or more times in any one week, may be subject to disciplinary action. The following disciplinary actions may be effected for unauthorized tardiness:

- 1st time - written memo from supervisor
- 2nd time - written reprimand
- 3rd time - 1 day suspension
- 4th time - 2 day suspension
- 5th time - (and thereafter) 3 day suspension

Any action initiated on any of the fore-going steps must be for infractions occurring within 12 months of the violation which resulted in the initial action.

## ARTICLE 16. OVERTIME

Employees shall receive compensation for overtime services in accordance with the provisions of the Fair Labor Standards Act and regulations of the United States Department

of Labor issued pursuant thereto or any applicable statute of the State of New Jersey, whichever shall prevail.

#### ARTICLE 17. WORK ASSIGNMENT

Employees shall perform any reasonable work assignment requested by supervisors unless said assignment would result in a reduction of said employee's rate of pay.

#### ARTICLE 18. OTHER EMPLOYMENT

An employee shall not engage in any other form of employment which shall in any way interfere with the employee's employment with the Employer herein or bring discredit to said Employer.

#### ARTICLE 19. ASSOCIATION REPRESENTATION

Association representatives shall be permitted reasonable time, with the permission of the appropriate Department Head or duly authorized representative, during regular working hours, for the purpose of investigating or processing grievances.

The appropriate Department Head shall give a leave of absence with pay to every employee who is a duly authorized representative of the Association, to attend any State or

National convention of such organization. A certificate of attendance to the State convention shall, upon request, be submitted by the representative in attendance. A leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from said convention.

#### ARTICLE 20. INTERFERENCE WITH WORK

The Association agrees to refrain from engaging in any strike, work stoppage, slowdown or interference of any kind with the operations of the Employer during the term of this Agreement.

#### ARTICLE 21. WAGES

It is stipulated and agreed that Employer will pay wages as set forth in Schedule B attached hereto and made a part hereof.

#### ARTICLE 22. LONGEVITY PAY

(A) Effective January 1, 1988, employees shall receive a longevity bonus as follows:

- (1) On five (5) year anniversary date through ninth (9th) year of service - \$ 175.00 per anniversary year.

- (2) On ten (10) year anniversary date through fourteenth (14th) year of service - \$ 325.00 per anniversary year.
- (3) On fifteen (15) year anniversary date through nineteenth (19th) year of service - \$ 425.00 per anniversary year.
- (4) On twenty (20) year anniversary date and thereafter - \$ 525.00 per anniversary year.

(B) Effective January 1, 1989, employees shall receive a longevity bonus as follows:

- (1) On five (5) year anniversary date through ninth (9th) year of service - \$ 200.00 per anniversary year.
- (2) On ten (10) year anniversary date through fourteenth (14th) year of service - \$ 350.00 per anniversary year.
- (3) On fifteen (15) year anniversary date through nineteenth (19th) year of service - \$ 450.00 per anniversary year.
- (4) On twenty (20) year anniversary date and thereafter - \$ 550.00 per anniversary year.

ARTICLE 23. PERSONNEL REGULATIONS

It is understood and agreed that the Personnel Regulations shall apply in all cases and for all matters not covered by this Agreement. It is further stated that the personnel manual is hereby approved by the Association unless otherwise voided by this Agreement. A copy of said Personnel Regulations are attached hereto and made a part hereof as Schedule C.



**ARTICLE 24. CIVIL SERVICE**

This Agreement is intended to comply with all statutes, rules and regulations of the New Jersey Department of Personnel

and, in the event that there is a conflict, the Rules of the New Jersey Department of Personnel shall apply.

**ARTICLE 25. BREACH OF CONTRACT EFFECT**

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the further enforcement of the terms and conditions herein.

**ARTICLE 26. SAVINGS CLAUSE**

It is understood and agreed that, if any part of this Agreement is in conflict with the law, such part shall be suspended and the appropriate mandatory provision shall prevail and the remainder of this Agreement shall not be affected thereby.

**ARTICLE 27. RATIFICATION BY ASSOCIATION AND EMPLOYEES**

The Association hereby represents that this Agreement was ratified solely by employees of the Employer, employed pursuant to the terms of this Agreement and that no members of the Association who are not covered by this Agreement took part

in the ratification proceedings. The Association further agrees that upon the adoption of any new agreements which shall be substituted for this Agreement, or any thereof, said Agreement will be ratified only by persons who are employed pursuant to the terms of this Agreement or the new agreement.

#### ARTICLE 28. EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties and embodies all terms and conditions governing the employment of employees represented by the Association. The parties acknowledge they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining provided, however, that upon mutual agreement of the parties, which shall be in writing, the parties may further amplify or interpret the terms of this Agreement. Any prior commitment or agreement between the Employer and the Association or any individual employee covered by this Agreement is hereby superseded.

#### ARTICLE 29. TERM OF AGREEMENT


This Agreement shall be in effect until December 31, 1989, and thereafter, until modified. Ninety (90) days prior to the expiration date of this Agreement, the parties shall meet to discuss and negotiate regarding terms and conditions of a new

agreement or the extension of this Agreement, provided that should the Public Employees Relations Commission fix another time to commence negotiations, the Rules of the Public Relations Commission shall apply. Neither party shall be prejudice by this Article providing negotiations begin at least sixty (60) days prior to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed on the day and year first above written.

ATTEST:

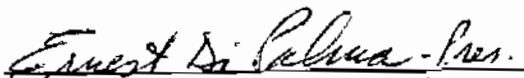
THE CITY OF BRIDGETON, IN THE  
COUNTY OF CUMBERLAND


  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
BY: THE HONORABLE DONALD H. RAINEAR,  
MAYOR

ATTEST:

NEW JERSEY CIVIL SERVICE ASSOCIATION  
CUMBERLAND COUNCIL #18

  
\_\_\_\_\_  
Association Representative

  
\_\_\_\_\_  
BY: AREA REP.

SCHEDULE A

THE FOLLOWING TITLES ARE EXCLUDED FROM THE  
BARGAINING UNIT REPRESENTED BY THE ASSOCIATION:

Municipal Court Clerk

Registrar of Vital Statistics

Assistant Welfare Director

Administrative Clerk, Business Administrator

Comptroller's Office (all employees)

Business Administrator's Office (all employees)

SCHEDULE B

<u>NAME</u>	<u>TITLE</u>	<u>1988</u>	<u>1989</u>
ALDRICH, ELLEN	CLERK TYPIST	\$13,958	\$14,795
CAINE, JENNIE	TELEPHONE OPERATOR RECEPTIONIST (TYPING)	11,910	12,625
CHAMPION, ELISABETH	SENIOR BOOKKEEPING MACHINE OPERATOR	17,241	18,275
HAGER, EVA	SENIOR CLERK TYPIST	14,871	15,763
MARTIN, BERTHA	SENIOR BOOKKEEPING MACHINE OPERATOR	16,873	17,885
RICHMOND, DARLENE	PRINCIPAL CLERK, TYPING	13,216	14,009
SMITH, CAROLINE	SENIOR BOOKKEEPING MACHINE OPERATOR	13,628	14,446
TURPIN, PAMELA	PARKING ENFORCEMENT OFFICER	13,152	13,941
VEALE, FLORENCE	PARKING ENFORCEMENT OFFICER	15,353	16,274
WATKINS, RUTH	SENIOR ACCOUNT CLERK, TYPING	14,343	15,204