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STORAGE

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THIS AGREEMENT made this 27th day of December, 1977

BETWEEN:

TOWNSHIP OF UNION in the County of Union, a Municipal Corporation of the State of New Jersey, hereinafter called the "Employer",

AND:

UNION COUNCIL NO. 8 NEW JERSEY CIVIL SERVICE ASSOCIATION, hereinafter called the "Association".

W I T N E S S E T H:

WHEREAS, the parties hereto have conducted collective bargaining negotiations for the purpose of developing a contract concerning wages, hours of work and terms and conditions of employment of the members of the Association; and

WHEREAS, said negotiations have now been concluded.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree to and with each other as follows:

ARTICLE I

RECOGNITION

Section 1

The Employer hereby recognizes Union Council No. 8 Civil Service Association as the exclusive representative for the employees set forth in the PUBLIC EMPLOYMENT RELATIONS COMMISSIONS CERTIFICATION dated March 30, 1977, including therein all blue-collar and white-collar employees employed by the Township of Union but excluding therefrom managerial executives, professional employees, school crossing guards, craft employees, confidential employees, supervisors within the meaning of the Act and employees of the Free Public Library of the Township of Union and of the Police and Fire Departments thereof.

LIBRARY
Institute of Management and
Labor Relations

1977

SEP 19 1978,

RUTGERS UNIVERSITY

ARTICLE II

PERSONNEL AND LEAVE POLICIES

Section 1 - Tour of Duty

The normal work week for employees of the Township of Union in the County of Union shall consist of five (5) days per week and shall be not less than thirty-five (35) hours nor more than forty (40) hours as may be designated by the Township Committee as the same is set forth on Schedule A.

Section 2 - Holidays

The following official holidays with pay shall be observed by the Township unless an alternate day or an additional holiday is authorized by the Governing Body or the Municipal Administrator:

- | | |
|---------------------------------|-----------------|
| 1. New Year's Day | (See Schedule A |
| 2. Lincoln's Birthday | as to civilian |
| 3. Washington's Birthday | personnel of |
| 4. Good Friday | the Police |
| 5. Memorial Day | Department.) |
| 6. Independence Day | |
| 7. Labor Day | |
| 8. Columbus Day | |
| 9. General Election Day | |
| 10. Veterans' Day - November 11 | |
| 11. Thanksgiving Day | |
| 12. Christmas Day | |

Commencing with the year 1978, Martin Luther King Day shall be added to the aforementioned list.

If a holiday falls on a Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday.

In the event that one of the official holidays hereinabove enumerated occurs during an employee's vacation or while an employee is on sick leave, no charge therefor will be made against the accrued balance of the employee's account.

The Friday after Thanksgiving shall be considered as a paid holiday provided that the employee worked on the Wednesday prior to Thanksgiving and reports for work on the Monday following

Thanksgiving, unless otherwise officially excused from working or so reporting.

Section 3 - Vacation Leave, General

Vacations shall be taken at such times and for such terms as department heads determine to be in the best interest of the Township. In scheduling vacations department heads will give consideration to employee requests and seniority in Township employment.

Vacation leave is intended for rest and relaxation and should be taken during the calendar year in which it is earned. Any unused vacation leave may be carried forward into the next succeeding year only, subject, however, to the approval of the Municipal Administrator.

Upon voluntary termination of employment of a municipal employee such municipal employee will receive payment for all unused vacation leave based upon the rate of pay earned by said employee at the time of said termination. Upon death of an employee, payment for such vacation leave as may be due shall be made to the estate of said deceased employee.

Vacation pay may, at the option of the employee, be paid at commencement of said vacation.

Section 4 - Vacation Leave Accrual

Full-time employees shall earn vacation on the following basis:

- (A) Up to one year of service, one work day vacation for each month or part thereof of paid service.
- (B) One through five years of service, fifteen work days vacation.
- (C) Six through fifteen years of service, twenty work days vacation.
- (D) Sixteen years of service and over, twenty-five work days vacation.

Vacation leave will be credited to an employee's account the beginning of each calendar year.

Section 5 - Sick Leave, General

Sick leave, as used herein, means paid leave that may be granted to each municipal employee who

- (A) through sickness or injury, becomes incapacitated to such an extent that it is impossible or impracticable for the employee to perform the duties of the position held by said employee,
- (B) to employees quarantined by the Board of Health because of exposure to a contagious disease,
- (C) illness in immediate family which requires the personal attendance of the employee to assure care for the member of the immediate family. The term "immediate family" as used herein, shall mean father, mother, spouse, child, foster child, brother or sister, mother-in-law or father-in-law living in the same dwelling house as that of the employee. When sick leave necessitates a leave of absence for a period exceeding five (5) working days, a certificate of a physician in attendance shall be required as sufficient proof of need for the required leave of absence by the employee, showing the employee's required attendance upon his immediate family. Upon application made to the Township Committee, the requirement contained herein pertaining to a member of the immediate family living in the same dwelling house may, upon the showing of proper extenuating circumstances, be waived.

Section 6 - Sick Leave Accrual

Sick leave, as herein defined, can be accumulated without limit. In the first calendar year of employment an employee shall be entitled to one and one-quarter (1-1/4) days of sick leave for each month or major fractional part thereof calculated from the date of commencement of employment. After the first calendar year of said employment, employees shall be entitled to fifteen (15) days sick leave each year which shall be credited to their account at the beginning of each calendar year.

In the event the number of days sick leave taken by any

employee exceeds the amount accrued to said employee's account at the time of honorable separation from service, the value of such overdrawn portion of said sick leave will be deducted from the final salary payment due to said employee. No employee may be paid in excess of the number of days to which he is entitled unless the Municipal Administrator specifically authorizes such payment in writing.

Sick leave taken after disapproval thereof by the Municipal Administrator shall be considered and charged as absence without pay.

Section 7 - Medical Certificate

After an employee has been absent from duty due to illness for a period of more than five (5) consecutive working days, the department head may request the employee to furnish a medical certificate of a physician having personal knowledge of the employee's condition in support of the absence of said employee from work. Failure of the employee to submit such medical certificate may result in the absence being disapproved and said absence being charged as absence without pay. Nothing herein shall preclude a department head in an appropriate case from requesting an employee to submit to a medical examination at the expense of the Township by a physician selected by the Township for the purpose of establishing the degree of incapacity of an employee or the employee's ability to resume the duties of the position held by said employee without jeopardizing the health of said employee or others.

In the case of leave of absence due to exposure to a contagious disease, a certificate from the Board of Health will be required.

Section 8 - Sick Leave - Injury

Absence due to injury received in line of duty shall not

be chargeable to the sick leave account of the employee. The statutory limitation, however, of pay for a period not exceeding one year for absence for injury incurred in line of duty shall be strictly adhered to. Employees shall continue to be paid during such absence by reason of injury incurred in line of duty.

Section 9 - Personal Leave

Permanent personnel are authorized two personal leave days each year for personal purposes. Said two days are not cumulative from year to year and are separate and apart and not to be considered as either sick or vacation leave.

Said two personal leave may be taken on a one-half day fractional basis provided that department heads maintain accurate records of each such leave.

Part-time employees shall be entitled to personal leave days on a pro rata basis.

Section 10 - Jury Duty

If an employee is required to serve jury duty, such employee shall be paid the regular rate of pay upon presentation of proper evidence of jury service and shall not be required to remit the jury pay to the Township.

Section 11 - Maternity Leave

Any pregnant employee who requests a maternity leave of absence shall be required to apply to the Municipal Administrator, in writing, for such leave. The request shall be made as soon as the employee has received medical proof that she is pregnant and the request shall contain the date when the employee desires the maternity leave to commence and a return date which shall not exceed ninety (90) days from the date of the delivery of the child, provided, however, the period shall be extended if medical proof is submitted to support the grant of an extension beyond ninety (90) days. The request for the leave shall be accompanied by a written medical statement that the date of the requested commencement of the leave of absence will not be harmful to the health or

well-being of the employee. In the event that a doctor, designated by the Employer, advises the Employer that the employee is incapable of continuing her duties, the Employer may then demand commencement of the leave at a time earlier than requested, provided, however, that no such extension or extensions as hereinafter set forth may be granted for periods in excess of thirty (30) days at any one time. No such employee on maternity leave shall receive any pay during the period of such leave.

The Employer shall consider the employee's requested date of return; however, the Employer's determination shall be final and binding upon the employee. No employee shall be required to return in less than sixty (60) days from the date of delivery of the child, nor may a maternity leave exceed ninety (90) days in duration, unless extended as hereinabove provided for. Maternity leaves must be approved in writing by the Employer designating the term thereof and the date of return to employment.

In the event that normal conditions attendant upon pregnancy and birth do not prevail, the employee may apply to the Employer for permission to return to her position prior to the termination of the period for which the leave is granted.

If an employee fails to return to work on the termination of the leave, the employee will be considered as having resigned.

Maternity leaves may be granted to temporary employees, provided that the job assignment of said employee is still available upon her return to duty.

Section 12 - Leave of Absence Without Pay

The Municipal Administrator may grant the privilege of absence without pay to any employee for a period not to exceed three (3) months at any one time. Such leave of absence may be renewed for additional periods not to exceed three (3) months by the Municipal Administrator, provided that the aggregate of all

such leave shall not exceed a period of one (1) year. Leave for periods of more than one (1) year cannot be granted except upon approval of the Governing Body and the Department of Civil Service. Notice of all leaves of absence without pay under this section and renewals thereof shall be forwarded to the Department of Civil Service.

Section 13 - Convention Leave

Any employee who is duly authorized representative of any of the organizations listed in N.J.S.A. 38:23-2 and any further amendments thereto shall be granted leave of absence with pay for the aggregate period not to exceed five (5) days in any calendar year for the purpose of traveling to and from and attending any State or National convention of the organizations listed in the aforementioned statute.

Section 14 - Military Leave

Leave to members of the National Guard and to members of Reserve components of the Armed Forces shall be granted in accordance with the statute in such case made and provided.

Said leave herein mentioned in this section shall be in addition to vacation and sick leave and compensation is not to be offset by any military wages earned while absent for such purposes. Department heads, however, may reschedule an employee's hours and days of work in order to enable an employee to attend drills and still fulfill employment responsibility without the need for additional time off.

Section 15 - Funeral Leave

In the event of a death in the immediate family of an employee, the department head shall grant three (3) days leave with pay. Such leave shall be in addition to vacation leave and sick leave.

Immediate family for the purpose of this section is defined as father, mother, spouse, child, foster child, sister,

brother, father-in-law and mother-in-law.

In the event of a death in the family other than as herein defined, an employee shall be excused from duty on the day of burial without such absence being charged to any leave account.

Section 16 - Disability

An employee who is disabled because of an occupational injury or disease may elect to either use accrued sick leave or, in lieu thereof, receive payment through a worker's compensation award.

Any amount of salary or wages payable through use of sick leave shall be reduced by the amount of any worker's compensation award.

Section 17 - Request for Approval of Leave

A request for approval of leave shall be made on a form prescribed by the Municipal Administrator. Such request, whenever possible, shall be made far enough in advance to permit adequate approval and to further permit duty coverage by another employee.

Section 18 - Leave Records

All absences will be made a matter of record.

Section 19 - Temporary, Part-Time and Seasonal Employees

Temporary (four months employment or less) employees are not eligible for leave benefits.

Part-time employees shall accrue vacation and sick leave on a proportionate basis of the hours worked.

Section 20 - Work Week Defined

Part-time employment shall be defined to mean working at least 17½ hours in any one 35-hour work week or at least 20 hours in any one 40-hour work week during 26 work weeks per calendar year.

Full-time employment is defined to mean working not less than seven (7) hours per day and not less than five (5) days per week on a full calendar year basis.

The work week as it applies to the various departments is set forth on Schedule A attached hereto and made part hereof.

Section 21 - Unauthorized Absence

In accordance with Civil Service regulations, unauthorized absences of five (5) consecutive business days will be considered as an automatic resignation from employment.

ARTICLE III

GRIEVANCE PROCEDURE

Section 1

A grievance is hereby defined as any dispute between the parties concerning the application or interpretation of this Agreement with respect to wages, hours of work or other conditions of employment.

Section 2

The purpose of this Article is to provide for the expeditious and mutually satisfactory settlement of grievances, and to that end the following procedures shall be followed:

Step 1. An employee with a grievance shall first discuss it with his immediate supervisor either directly or through the Association's designated representative for the purpose of resolving the matter informally. A grievance must be presented under the grievance procedure described herein within five (5) working days of the occurrence/^{or knowledge thereof} of the condition giving rise to the grievance. It is understood and agreed that time off the job, be it with or without pay, shall not be counted as "working days" under Step 1 of the Grievance Procedure. If it is not presented within the aforementioned time period, it shall not thereafter be considered a grievance under this Agreement, unless reason satisfactory to the Employer is given in explanation of the failure to present the grievance within such time.

Step 2. If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, or if no decision

has been rendered within two (2) working days after presentation of that grievance at Step 1, he may file a grievance in writing. The grievance shall be heard between the department head or his designated representative, the aggrieved party, and the Association's designated representative. The department head or his designated representative will render a final decision in writing.

In those departments or agencies where the department head functions as the immediate supervisor, the grievance shall be presented at the Step 2 level.

Step 3. If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, or if no decision has been rendered within five (5) working days after presentation of that grievance at Step 2, he may file the grievance and all supporting papers with the Municipal Administrator for his review.

All grievances are to be processed during the normal working day.

ARTICLE IV

ASSOCIATION BUSINESS

Section 1

The Association shall advise the Employer in writing of the name of its representatives at least 48 hours, if possible, prior to commencement of negotiations for a modification or renewal of this contract.

Section 2

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

- (A) Collective negotiating
- (B) Time spent conferring with management or employees on specific grievances as specified in the Grievance Procedure, provided that there shall be no unreasonable interference

with work assignments, and, in the event of a conflict, the work assignments shall have priority.

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 an Employer facility visited on arrival
- (C) Notify his supervisor upon return to the job
- (D) Record his time out and time in with his supervisor upon leaving and returning to his job.

Section 4

The designated representatives of the Association shall consist of not more than six (6) persons, representing two (2) from the Municipal Building, two (2) from the Department of Public Works, one (1) from the Municipal Court and one (1) from the civilian employees of the Police Department.

ARTICLE V

EQUAL EMPLOYMENT

Section 1

The Employer and the Association hereby agree to continue their practice of not discriminating against any employee or applicant for employment because of race, creed, color, national origin, age, sex, ancestry, religion, marital status or political affiliation, or liability for service in the Armed Forces of the United States, in compliance with all applicable Federal and State statutes, rules and regulations.

ARTICLE VI

SALARIES

Section 1

All Municipal employees affected by this contract shall receive for the year 1977 a salary increase of \$750.00 over and

above the annual salary paid to them as of December 31, 1976.

Section 2

Part-time and temporary employees will receive a similar increase allocated proportionately.

Section 3

The salary increase herein provided for shall be prorated on a monthly basis for such employees as may have commenced employment at any time during the year 1977.

Section 4

Any employee working in excess of the normal work week as herein provided for shall receive as overtime one and one-half of straight time base pay (excluding longevity pay).

ARTICLE VII

INSURANCE

All insurance such as hospitalization, major medical and dental, in force on December 31, 1976, will be continued at the same level of coverage for the year 1977.

ARTICLE VIII

RETENTION OF BENEFITS

Section 1

Except as otherwise herein provided for, all rights, privileges and benefits heretofore authorized by act of the Governing Body shall be maintained and continued by the Employer during the term of this agreement.

Section 2

All provisions of the Personnel Policy heretofore adopted by the Township Committee, and not otherwise inconsistent hereto, shall likewise be continued.

ARTICLE IX

DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees

represented by the Association by reason of membership in the Association or any activity in connection therewith. The Association agrees that it shall not intimidate or coerce any employee into becoming a member of said Association.

ARTICLE X

SAVINGS CLAUSE

Section 1

In the event that any Federal or State legislation governmental regulation or Court decision causes any provision of this contract to be invalidated or otherwise considered illegal, such determination shall not invalidate the remainder of this contract which shall continue in full force and effect.

Section 2

This contract shall be subject to such regulations as may hereafter be promulgated by the Government of the United States or the State of New Jersey in connection with wage control.

ARTICLE XI

FUTURE NEGOTIATIONS

The Employer agrees to commence negotiations for the 1978 contract not later than February 1, 1978 and that among other items to be discussed in that connection will be restoration of longevity for new employees, better longevity table, terminal leave, improved insurance benefits, and the creation of an increment system pertaining to salaries.

ARTICLE XII

DURATION OF CONTRACT

Section 1

This contract shall be retroactive to January 1, 1977 and shall expire December 31, 1977.

Section 2

If either party hereto desires to modify any of the provisions of this agreement it shall notify the other party

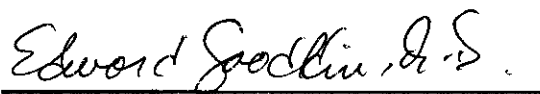
thereto in writing at least sixty (60) days prior to the commencement of such modification in order that the proposal may be negotiated.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by the Chairman of its Township Committee, attested by its Township Clerk, and its corporate seal to be hereto affixed, and the said party of the second part has caused these presents to be signed by its President, attested by its Secretary and its corporate seal affixed thereto, all on the day and year first above written.

TOWNSHIP OF UNION IN THE
COUNTY OF UNION


ATTEST:

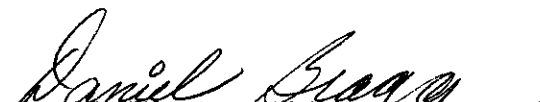

Mary T. Liotta
Township Clerk

By: 
Edward Goodkin, M.D.,
Chairman of the
Township Committee

UNION COUNCIL NO. 8 NEW JERSEY
CIVIL SERVICE ASSOCIATION

ATTEST:


Secretary

By: 
President

SCHEDULE A

The work week for each Department shall be as follows:

1. Municipal Building

8:30 A.M. - 4:30 P.M. - One hour lunch.

2. Municipal Court - Violations Bureau

8:00 A.M. - 4:00 P.M. - One hour lunch.

3. Road Department

8:00 A.M. - 4:30 P.M. - One-hour lunch for all engineering, road, sewer and allied crews.

8:00 A.M. - 4:00 P.M. - All clerical staff. One hour lunch.

4. Recreation Department

8:30 A.M. - 4:30 P.M. - One hour lunch all clerical staff.

8:00 A.M. - 4:00 P.M. - One-half hour lunch all maintenance crew.

5. Sadie Sacks Day Nursery

7:30 A.M. - 5:30 P.M. - One hour lunch.

35-hour week as scheduled by Department Head.

6. Police Department - Clerical Staff

35-hour week as scheduled by Chief of Police. One hour lunch.

Civilian personnel assigned to the Police Department shall be entitled to six (6) holidays, namely:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving

Christmas

The balance of the holidays provided for in Section 2 of Article II of this contract will be compensated for in either

compensatory time or pay at the election of the individual employee at the overtime rate as herein provided for in this contract.

TOWNSHIP OF UNION IN THE
COUNTY OF UNION

By: _____
Edward Goodkin, M.D.,
Chairman of the Township
Committee

UNION COUNCIL NO. 8 NEW JERSEY
CIVIL SERVICE ASSOCIATION

By: _____
President

A G R E E M E N T

BETWEEN:

TOWNSHIP OF UNION IN THE
COUNTY OF UNION

AND:

UNION COUNCIL NO. 8
NEW JERSEY CIVIL
SERVICE ASSOCIATION

DATED:

JAN 23 2 42 PM '78
PERC