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THIS AGREEMENT entered into this 20th day of  
March, 1979, 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" or the  
"City", 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  
and in its capacity as an Employer, the Employees, the Association  
and the people of the City of Bridgeton.

The parties recognize that the interest of the community  
and the job security of the Employees depend upon the Employer's  
success in establishing a 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.

1. RECOGNITION OF 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.),  
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 nor supervisor having the  
power to hire, discharge, discipline or to effectively recommend  
the same, nor any person who is employed in a confidential posi-  
tion in the City of Bridgeton or any person employed on an hourly  
or part time basis. The representation shall extend to the terms

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and conditions of employment. The City shall compile a list of individuals together with their job titles excluded from the bargaining unit in the City.

## 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 Civil Service Council #18.

The Association shall indemnify and save the City harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken.

## 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 City. Accordingly, the City retains the rights, including but not limited to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to 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, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

#### 4. NON-DISCRIMINATION

The City 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.

#### 5. PRESENTING A GRIEVANCE

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 article number 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 having the grievance adjusted with or without the intervention of Council #18, provided that the same procedure is followed whether or not Council #18 participates in the proceedings.

The term "grievance" means a complaint that there has been an alleged violation of, 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 Council will notify the Employer in writing, of the names of its Council Representative and Officers who are designated by the Council to represent employees under the grievance procedure. The Council Representative will be permitted the necessary time during working hours to investigate a grievance which has been put forth in writing and further, permission for such time

will not be unreasonably withheld or abused and providing that a limit of one (1) hour will be observed unless specifically extended by the Department Head. The Council Representative shall not interfere with the normal conduct of the work of the particular Department.

Such Council Representative shall also have the opportunity to consult with employees before the start of the work shift, during lunch or regularly scheduled breaks, or after completion of the work shift.

If it is found that a grievance does exist and cannot be resolved formally then the following steps will be followed in the presenting of a grievance by the aggrieved party:

(1) Between the aggrieved employee and his or her Supervisor. If no satisfactory agreement is reached within five (5) working days, then

(2) Between the aggrieved employee with or without the local Association Representative in conference with the appropriate Department Head. Should no acceptable agreement be reached within an additional ten (10) working days, then

(3) Between the aggrieved employee with or without the local Association Representative and an 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 no satisfactory agreement is reached within fourteen (14) working days, then

(4) A meeting shall be arranged between the Mayor, Department Head, Business Administrator and City Solicitor and not more than five (5) representatives of Civil Service Council #18, 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 paragraph or the contract which is being violated. 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 City official that a grievance has not been resolved in the next proceeding step and said notice shall request that said City official 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 Steps 1 through 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 the same, and in any event the answer of the City official 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 City answer.

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 Employees Relations Commission procedures relating to unfair labor practices or the grievance procedure set forth herein. In any event, action beyond Step 2 in the grievance procedure shall constitute an election to pursue remedies under the Contract.

#### 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 day's vacation.

After five years and up to ten years of service - fifteen working day's vacation.

After ten years and up to fifteen years of service - twenty working day's vacation.

After fifteen years and up to twenty years of service - twenty-five day's vacation.

After twenty years of service - thirty working day's vacation.

No vacation time accrued in one year may be carried over into the next or any succeeding year except for circumstances required by emergency situations as determined by Department Head and approved by Business Administrator.

#### 7. HOLIDAYS

Holidays will be observed as follows:

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

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 these holidays will be observed by the City of Bridgeton. 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.

#### 8. PERSONAL DAY

Employees will 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 has sufficient personnel to operate efficiently. Employee will give notice of taking personal day at least 48 hours in advance and shall be taken only with approval by the department head.

#### 9. LIFE INSURANCE

The present life insurance plan will be continued during

the term of this Agreement.

#### 10. PRESCRIPTION PLAN

The Employer agrees to provide a prescription plan for the employees, their spouses and/or dependent children, providing

for a maximum payment of \$1.00 per prescription by the employee for persons eligible under this plan. This plan shall be

effective February 1, 1978.

#### 11. SEVERANCE PAY

It is stipulated and agreed that employees who retire having accumulated sick days shall be compensated up to \$7,500.00.

The amount to be compensated shall be computed by multiplying

one-half the accumulated sick days times eight hours times the

hourly rate of said employee at the time of his retirement.

#### 12. FUNERAL LEAVE

(A) If a death occurs among members of the employees

immediate family or household, the employee will be granted

three (3) days leave, which shall not be charged to sick

leave.

(B) The immediate family is defined as wife, husband,

son daughter, father, mother, brother or sister.

(C) If death occurs among other relatives of the employee,

the employee shall be granted one (1) day leave, to be charged

to sick leave.

(D) "Other relatives" are defined as grandson, granddaughter, grandmother, grandfather, brother-in-law, sister-in-law, uncle, aunt, mother-in-law and father-in-law.

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 the employee, his or her spouse and/or dependent children, up to the limits provided by the City through insurance policies maintained by the City.

14. ABSENCE WITHOUT LEAVE

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

15. TARDINESS

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

(A) 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.

(B) Unauthorized tardiness for 15 minutes or more may be subject to disciplinary action. However, if tardiness of less than 15 minutes shall occur two or more times in any one week, employee 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



Action initiated on any step must be for infractions occurring within 12 months of the violation which resulted in Step 1 action.

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.

17. WORK ASSIGNMENT

Employees shall perform any reasonable work assignment made by supervisors so long as they suffer no reduction of their rate of pay.

18. OTHER EMPLOYMENT

No member of the Association shall engage in any other form of employment, which shall in any way interfere with the member's employment with the City of Bridgeton or shall bring discredit to said City of Bridgeton.

19. UNION REPRESENTATION

Association officials shall be permitted reasonable time, with the permission of the appropriate Department Head or his 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 person in the service of the City of Bridgeton who is a duly authorized representative of the New Jersey Civil Service 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 so attending.

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 the convention.

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 City during the term of this Agreement.

21. WAGES

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

22. 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 Association unless otherwise voided by this Agreement. A copy of said Personnel Regulations are attached hereto and made a part hereof as Schedule C.

23. CIVIL SERVICE

This Agreement is intended to comply with all statutes, rules and regulations of the New Jersey Civil Service Commission and in the event there is a conflict, the Rules of the New Jersey Civil Service Commission shall apply.

24. 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.

25. SAVINGS CLAUSE

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

26. RATIFICATION BY ASSOCIATION AND EMPLOYEES

The Association hereby represents that this Agreement was ratified solely by employees of the City of Bridgeton, 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.

27. 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 of agreement between the City and the Association or any individual employee covered by this Agreement is hereby superseded.

28. TERM OF CONTRACT

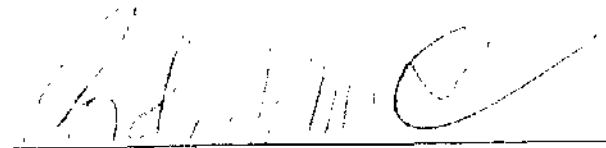
This Agreement shall be in effect until December 31, 1981, and thereafter, until modified. Ninety (90) days prior to the expiration date of this Agreement, the parties shall meet to discuss and negotiate regarding terms and conditions of a new agreement or the extension of this Agreement, provided that 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 prejudiced by this Section providing negotiations begin at least 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.

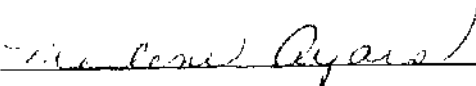
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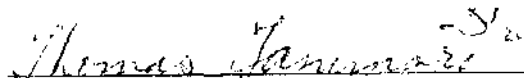
THE CITY OF BRIDGETON, IN THE  
COUNTY OF CUMBERLAND

  
\_\_\_\_\_  
CITY CLERK

BY:   
\_\_\_\_\_  
MAYOR

NEW JERSEY CIVIL SERVICE  
ASSOCIATION, CUMBERLAND COUNTY  
COUNCIL #18

  
\_\_\_\_\_

BY:   
\_\_\_\_\_

SCHEDULE A

THE FOLLOWING TITLES ARE EXCLUDED FROM CIVIL SERVICE #18 BARGAINING UNIT:

Municipal Court Clerk

Registrar of Vital Statistics

Assistant Welfare Director

Administrative Clerk, Business Administrator's

All employees within the Comptroller's Office and Business Administrator's Office are excluded from the bargaining unit.

SCHEDULE B

CIVIL SERVICE COUNCIL #18 PERSONNEL

<u>NAME</u>	<u>TITLE</u>	<u>1979</u>	<u>1980</u>	<u>1981</u>
Ellen Aldrich	Clerk Typist	\$ 8,124	\$ 8,824	\$ 9,574
Marlene Ayars	Administrative Clerk, Police Department	8,880	9,580	10,330
Florence Bartoe	Parking Violations Officer	9,262	9,962	10,712
Mary DiMatteo	Assessor Trainee	8,796	9,496	10,246
Rosalee Evans	Deputy Municipal Court Clerk	7,232	7,932	8,682
Janine Fiorani	Deputy Municipal Court Clerk	7,232	7,932	8,682
Eva Hager	Senior Clerk Typist	8,869	9,569	10,319
Bertha Martin	Senior Bookkeeping Machine Operator	10,112	10,812	11,562
Delores Merritt	Senior Bookkeeping Machine Operator	10,735	11,435	12,185
Mila Neagley	Senior Account Clerk (Typing)	9,320	10,020	10,770
Darlene Richmond	Clerk Typist	7,005	7,705	8,455
Caroline Smith	Senior Account Clerk (Typing)	7,857	8,557	9,307
Joyce Timberman	Clerk Typist	7,957	8,657	9,407
Ruth Watkins	Senior Account Clerk (Typing)	8,438	9,138	9,888
Bobbi Wilson	Clerk Typist	6,465	7,165	7,915