

AGREEMENT

Between

CLARK TOWNSHIP

and

UNION COUNCIL NO. 8, I.F.P.T.E., AFL-CIO

REPRESENTING COMMUNICATIONS OPERATORS

EFFECTIVE January 1, 2010 through December 31, 2014

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THIS AGREEMENT made and entered into this 18 day of Nov 2010, effective January 1, 2010, by and between THE TOWNSHIP OF CLARK, a Municipal Corporation of the State of New Jersey (hereinafter known and designated as the Employer) and UNION COUNCIL NO. 8, I.F.P.T.E., AFL-CIO (hereinafter known and designated as the Association).

WITNESSETH:

WHEREAS, it is the purpose of this Agreement to prescribe the legitimate rights of those Municipal Employees recognized as being represented by the Association and to provide orderly and peaceful procedures for presenting employee grievances and proposals, and to protect the rights of the public in the Township of Clark;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1

RECOGNITION

The Employer hereby recognizes Union Council No. 8, I.F.P.T.E., AFL-CIO as the exclusive representative for Communication Operators working for the Township of Clark, but excluding all managerial executives, confidential employees, supervisory employees within the meaning of the Act, police officers, craft employees, secretary to the mayor and secretary to the Business Administrator, all division and department heads, and all other employees employed by the Township of Clark.



ARTICLE 2

REPRESENTATION FEE

a. Notice and Amount of Fee

If an employee in the bargaining unit is not a member of the Association during the term of this Agreement, and during the period, if any, between successive Agreements, such employee shall be required to pay a representation fee to the Association during such term of period. The purpose of the representation fee is to provide for payment to the Association of a fee in lieu of dues for services rendered by the Association, and thereby to offset the cost of services rendered by the Association as majority representative. In order to adequately offset the cost of services rendered by the Association, the representation fee shall be 85% of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members.

The Employer shall submit an up-to-date list of all employees in the unit to the Association at least once each month. The Employer shall advise the Association of any new hires within fourteen (14) days of said employee's hiring. The Association shall submit to the Employer a list of those employees in the unit who are not members of the Association. The Employer shall deduct from the salary of such employee in accordance with "b" below, the full amount of the representation fee and shall transmit promptly the amount so deducted to the Association. The Association shall notify the Employer in writing of any changes in the list and/or the amount of the representation fee, and such changes shall be reflected in any deduction made.

b. Payroll Deduction Schedule

The Employer shall deduct a representation fee in equal installments as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the membership

period fixed by the Association. The deductions will begin with the first paycheck paid ten days after the receipt of the aforesaid list by the Employer (or 30 (thirty) days after the employee begins his/her employment in the bargaining unit position) and every pay check thereafter except where the employee is continued in the employ of the Employer in a non-bargaining unit position or is on layoff, in which event the deductions will begin with the first paycheck paid 10 (ten) days after the resumption of the employee's employment in a bargaining unit position. Except as otherwise provided herein, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues paid to the Association by payroll deduction.

c. Purpose of Article

The purpose of this Article is to provide for payment of representation fees as set forth in Chapter 477 P.L. 1979 of New Jersey or any amendments thereto, and anything herein which may be inconsistent with said law shall be deemed to be changed to conform with said law. The Association has represented that it has established a "demand and return" system pursuant to the foregoing law, which is available to employees who pay the representation fee.

ARTICLE 3

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 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 assignment shall have priority.

Section 3. When an authorized representative is excused from assigned duties, the representative shall:

- a. Arrange with his/her supervisor to leave work;
- b. Notify the supervisor of any employee 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/her supervisor upon leaving and returning to the job.

ARTICLE 4

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 5

HOURS OF WORK

Section 1. The Clark Police Department Public Safety Communications Operators will continue to be assigned to a 4-day-on-4-day-off schedule with a ten and three-quarters (10.75) hour workday. The work platoons shall be determined at the discretion of the Chief of Police or his designee. Shift assignments shall be made in accordance with a seniority bid system. (All vacation holiday pay days, personal days, and sick time shall be converted to an

hourly total from an eight (8) hour day to a (10.75) hour day. In order to meet specific needs of the Department either for vacation, training, or other personnel shortages, shift assignments may be altered to ensure continuous coverage of the Communications Desk. Every effort shall be made to give at least fourteen (14) days advance notice of shift changes except in emergency situations.

ARTICLE 6

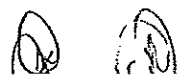
PAY PERIODS

The Township shall pay its employees on a bi-weekly payroll schedule of twenty-six (26) times annually. Each payroll period shall consist of ten (10) working days, so that the bi-weekly rate of pay of each employee shall be 1/26th of the employee's annual salary. In a year in which 27 pay periods shall occur, the bi-weekly rate of pay of each employee shall be 1/27th of the annual salary. All newly hired employees will be paid one week in arrears.

ARTICLE 7

SALARIES

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Start	25,547	25,547	28,000	28,000	28,000
Step 2	27,679	27,679	30,000	30,000	30,000
Step 3	29,811	29,811	32,000	32,000	32,000
Step 4	35,131	35,131	37,500	37,500	37,500
Step 5	38,339	38,339	40,000	40,000	40,000
Step 6	41,125	41,125	43,000	43,000	43,000
Step 7	44,736	44,736	47,000	47,000	47,000
Step 8	52,355	52,355	54,000	54,000	54,000
Senior Communications Operator	54,355	55,455	56,565	58,200	59,364



ARTICLE 8

OVERTIME

Section 1. All employees shall be compensated for overtime work when such compensation has been authorized in the municipal budget and approved by the employee's department head or authorized designee and the Business Administrator.

Section 2. The Clark Police Department Communication Operators shall be compensated at the rate of time and one-half (1 ½) for all call-ins above the normal 10.75-hour tour of duty. Overtime rates will be established using 1956 hours per year on base rate. Any hours worked over the normal schedule shift for training will be paid at a rate of straight time, for the first 24 hours. When a Communication Operator is summoned to work in an emergency by a Supervisor, the Communication Operator shall be credited with a minimum of 2 hours at the overtime rate of time and one-half.

Section 3. In place of payment of overtime, an employee may be granted leave with pay as compensation for overtime work. This leave shall be calculated on a time and one-half (1 ½) basis. Such requests must be approved by the employee's department head. There shall be a cap of 53.75 hours on the amount of compensatory time that may be accumulated and such time must be used within twelve (12) months of when it was earned. Once an employee elects to be paid by compensatory time for overtime worked, the payment must be taken in compensatory time and will not be paid in cash.



ARTICLE 9

VACATIONS

Section 1. Clark Police Department Communication Operators shall be entitled to the following vacation period, with pay:

Less than one (1) year	One (1) full tour day for each month of employment.
1-5 years	12 Working days. Example = 3 four day tours
6-10 years	16 Working days – 4 four day tours
11-15 years	20 Working days – 5 four day tours
16-20 years	24 Working days – 6 four day tours
21 years and over	28 Working days – 7 four day tours

As Agreed working days are defined as "Tours of Duty Days". All vacation days shall be taken as days and not hours.

Section 2. If any vacation, or part of it, cannot be taken in the calendar year when earned because of the workload in the department, the same can be taken in the following year with the consent of the department head, which consent shall not be unreasonably withheld, but such accumulated vacation days may not be extended beyond the second year.

Section 3. Any employee whose employment has terminated for any reason, shall have his/her vacation prorated in the year of termination.

ARTICLE 10

HOLIDAYS

Section 1. The Clark Police Department Public Safety Communication Operators shall be entitled to 13 paid holidays defined as Tour Days.

ARTICLE 11

PERSONAL LEAVE DAYS

Section 1. Employees are entitled to two (2) Personal days leave per year. The granting of personal days shall be for personal business. Request for a Personal Leave day shall be asked for and obtained one day in advance of the required date from the employee's department head, except for in an emergency. No employee may use a personal day after December 15 through December 31 of each year. Personal days cannot be accumulated or sold back for cash.

ARTICLE 12

SICK LEAVE, LEAVE OF ABSENCE AND OTHER LEAVE

Section 1

Employees are entitled to one four day sick leave with pay for each month of service from the date of appointment to December 31 of each year. Thereafter, 15 four days of sick leave are granted in each calendar year, or a total of 161.25 hours. Any employee whose employment has terminated shall have their sick leave prorated in the year of termination at the rate of one four day per month, not to exceed 15 four days.

Sick leave is to be used solely in the event of personal illness, accident, exposure to contagious disease, or when attendance upon a member of the employee's immediate family seriously ill requires the care or attendance of such employee. The term "immediate family" is limited to the employees' spouse, a child, a grandchild, his/her parents or grandparents, brothers or sisters or to a relative who is part of the household.

Sick time usage is a benefit and is to be used as defined. Sick time is not to be abused, nor is it to be utilized for any other purpose.

The employee or a member of the employees' family must telephone Police headquarters or other individual designated by the Department Head at least an hour before the employees' starting time to advise that the employee cannot report to work.

The employer may require proof of illness, whenever three (3) or more consecutive days are utilized as to "fitness for duty", or if an employee has a pattern of sick leave use. A pattern is defined "absences that consistently occur". For example, before or after scheduled days off including holidays and vacations; the same day of the week or month, etc. The Patrol Captain or his/her designee retains the discretion in determining what constitutes a pattern. Failure to provide proof of illness by the employee may result in disciplinary action or dismissal.

Any employee expending a total of more than five (5) non-consecutive days of sick leave in any one year may be required to provide a doctor's note or submit to a physical examination by a medical doctor selected by the Business Administrator, and the net cost, if any, to the employee for that doctor visit shall be reimbursed by the employer. If such examination determines that no sickness is evident, the employee shall be subject to disciplinary action or dismissal.

A certificate of a reputable physician in attendance shall be required as sufficient proof of need for leave of absence of employee or the need of the employee's attendance upon a member of the employee's immediate family. In case of a leave of absence due to contagious disease, a certificate from the Department of Health shall be required.

Sick time taken as part of a day shall require the approval of the Department Head to verify that the individual either has a doctors' appointment or is feeling suddenly ill.

An employee absent from work utilizing a day of Sick Leave must be at home during the hours scheduled to work for which Employee is being paid and reported off sick except to go to the doctor. The Township reserves the right to send a physician, visiting nurse or other

appropriate official to report on the condition of the Employee or to order the Employee, to a physician of Township's choice to report on condition of the Employee. If such examination determines no sickness is evident, employee shall be subject to discipline or possible dismissal.

During a period of disability, employees may elect, if they so desire, to first utilize all or any part of their accumulated sick leave. In the absence of such elections, leaves of absence provided by this Article will not affect in any manner whatsoever, the accumulated sick leave of the disabled employee.

Where a disability work-connected injury is sustained and causes an extended absence, the Township Council may adopt a resolution granting the injured employee up to one-year leave of absence with pay. If and when such action is taken, the employee shall not be charged with sick time beyond that charged at the time of the disability.

In the event of such action, the employee must agree in writing to reimburse the Township for payments he may receive as Workers' Compensation, insurance benefits or from any settlement or judgment paid to the employee by a person or corporation held responsible for such injury.

All full time employees hired subsequent to November 1, 1981 shall accumulate unused sick time leave to a maximum of \$7,500.00 which shall be redeemable upon retirement. Effective immediately employees who use 4 tour days or less (43 hours) of sick time per year shall be eligible for an annual buyout of one tour of pay or 43 hours which if elected will result in those hours being eliminated and a like number of hours being eliminated from accumulated sick time or a total of 86 hours, 43 of which will be paid. Remaining hours shall remain in accumulated sick bank.

Section 2. – Maternity Leave

The employee shall provide medical certification of her condition in the event of a leave of absence due to pregnancy. The employee shall inform the employer, in writing, of the date the employee will begin her maternity leave.

Section 3. – Military Leave

Any full-time employee, who is a member of the National Guard or a reserve unit of any of the armed forces of the United States and is required to engage in field training shall be granted a military leave of absence with pay for the period of such training. Such paid leave of absence shall not affect vacation entitlement.

When a full-time employee has been called to active duty or inducted into the military or naval forces of the United States, the employee shall be granted an indefinite leave of absence, without pay, for the duration of such military service. Each such employee must be reinstated, without loss of privileges or seniority, provided he/she reports for duty with the Township within ninety (90) days following the employee's honorable discharge from military service.

Section 4. – Leave Because of Death in the Family

Leave with pay, not exceeding five (5) days, shall be granted by the Department Head, with the approval of the Business Administrator, to any employee in the event of a death in his/her "immediate family". The term "immediate family" for all the purposes of this Section shall include only the employee's spouse, child, grandchild, mother or father.

Leave with pay, not exceeding three (3) days, shall be granted by the Department, with the approval of the Business Administrator, to any employee in the event of a death of a grandparent, brother or sister; and in the event of a death of the parent or grandparent, brother or sister of his/her spouse, or other person who is a member of his/her household.

Section 5. – Leave Without Pay

Leave without pay shall be granted only when the employee has used his/her accumulated sick leave in the case of illness. In the event leave without pay is requested for reasons other than illness an employee must have used his/her vacation leave. Written request for leave without pay must be signed by the employee, endorsed by the Department Head, and approved by the Business Administrator before becoming effective.

Such leave, except for military leave without pay, shall not be approved for a period longer than six months at one time. The Business Administrator with the Department Head's consent may extend such leave for an additional six (6) months or any portion thereof. If any employee is on a Leave of Absence Without Pay, such employee may maintain their Health Benefits and reimburse the Township for those benefits.

A request for any type of leave, except sick leave or because of a death in the family, shall be made ten (10) days in advance to permit engaging a substitute for the particular position held by the applicant.

ARTICLE 13

PART TIME EMPLOYEES

Section 1.

All part-time employees shall participate in all of the benefits accorded full-time employees with the exception of health benefits as defined herein unless otherwise required by Civil Service Law or other law. Part-time employees are eligible for medical coverage if the workweek is established at ^{47 1/2} thirty (32) hours or more. Sick leave and vacation time shall follow the same schedule as allowed full-time employees, payment therefore being at the same rate of time or pay as provided in the employee's regular work schedule.

ARTICLE 14

MISCELLANEOUS BENEFITS

Medical Benefits are defined as meaning all health premiums paid for Health Benefits; Prescription Benefits; and Dental Benefits. The Township has the right to change benefit providers as long as the benefits are substantially the same.

Employees will be required to contribute 1.5% of their salary toward the cost of their Health Benefits.

The following benefits shall also be provided by the Employer:

1. Group Life Insurance - \$10,000.00
2. Group Accident Insurance:
 - (a) Indemnities for Death, Dismemberment and Loss of Sight – Accidents (employees only)
 - (b) Maintenance of existing disability insurance for all fulltime employees.
 - (c) Major Medical Expense Benefits in accordance with New Jersey State Health Benefit Plan.

3. Dental Plan – The Township shall continue the current Dental Insurance Plan which includes a deductible of twenty-five (\$25.00) dollars per person and seventy-five (\$75.00) dollars per family.

4. Prescription Plan - Effective in 2011 and for the duration of the contract, the Prescription Plan co-pay shall change from a 5/10 plan Generic/Brand to a co-pay of 5/15 Generic/Brand. There shall be no differential reimbursed if a generic version is not available.

(a) If an employee does not wish to be covered by the medical prescription and/or dental insurance programs and furnishes proof of substitute coverage through spouse's employment or other equivalent plan, the employee shall be permitted to opt out of participation in any one combination or all of the insurance programs. The employee shall opt out using such forms and/or procedures as established by the Business Administrator. In exchange for such non-participation, the employee shall be entitled to receive, in December of each year, the sums set forth in Section b. hereof prorated for the number of months during the preceding year that the employee did not participate in the insurance plan. However, In the case of an employee and their spouse both being entitled to health benefits either through active employment or retirement, only one member of the couple may participate in the health benefit plans and the non-participation (waiver) cash entitlement will not apply. Should the employee's substitute coverage lapse between the time the employee opts out of the Township Insurance Plan and the next enrollment, THE EMPLOYEE SHALL PAY THE COST OF CONTINUING COVERAGE UNDER COBRA PROVISIONS UNTIL THE NEXT ENROLLMENT.

(b) Employee cash entitlement on an annual basis in exchange for non-participation in Township insurance programs:

MEDICAL INSURANCE only - \$3,000.00

MEDICAL AND PRESCRIPTION - \$4,000.00

5. The Township agrees to provide Group Setting for solicitation of eyeglass plan for employee, spouse and dependents. Employee to pay all premiums.

ARTICLE 15

MEDICAL BENEFITS TO RETIRED MEMBERS

Section 1. Effective January 1, 1984, an Association Member who retires in good standing, with at least twenty-five (25) years of continuous service, shall be covered for Blue Cross/Blue Shield, with Major Medical and Prescription Plan and Dental Coverage, at no cost to the member. Such coverage will continue until the retired member reaches age sixty-five (65). The Medical/Dental plan program for active employees will not change upon retirement, however, should change be made by State statutes, and then this contract will be amended to be able to accommodate such changes within our budget constraints.

After age sixty-five (65) a Medical/Dental Health Plan will be provided to supplement Medicare-Medicaid with coverage equal to pre-retirement agreement for employees with over 25 years of service. This benefit shall only apply to members and their spouses who retire after January 1, 1984 and shall not be retroactive to members presently retired. (The parties agree that the Township has the right to change insurance carriers and make such other changes as agreed to in Article 14 above.)

Section 2. In the event an employee who has completed at least twenty-five (25) years of service and is either killed in the line of duty or dies prior to retirement, the Township shall provide the employee's spouse and dependents with the same health/hospitalization benefits as those which would have been provided had the employee retired. The cost of said benefits shall be borne totally by the Township. Said coverage for the spouse shall continue until the age of sixty-five (65) and dependent coverage shall continue until twenty-six (26).

ARTICLE 16

INOCULATION

Section 1. The Employer shall provide, at its expense, inoculation against influenza or any epidemic, if declared as such by the State Department of Health. This precautionary measure shall be performed by a physician selected by the Administration.

ARTICLE 17

NON-DISCRIMINATION

The Employer agrees that it will not discriminate against an employee because of activities as a member of the Association. There shall be no discrimination against any employee because of race, color, religious creed, national origin, political affiliation, sex or Union affiliation. The Association, or any of its agents, shall not intimidate or coerce employees into membership.

ARTICLE 18

GRIEVANCE PROCEDURE

Section 1. A grievance within the meaning of this Agreement shall be limited to any controversy or dispute arising between the parties hereto relating to any matter of wages, hours, and working conditions or any dispute between the parties involving interpretation or application of any provisions of this Agreement, exclusively.

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 Department Head and/or Supervisor directly and in the presence of a local Association 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 time that the employee knew of

the occurrence of the condition giving rise to the grievance. It is understood that time off the job, be it with or without pay, shall 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 three (3) working days after presentation of that grievance at Step 1, the employee may file a grievance appeal in writing to the Business Administrator. A hearing on the grievance shall be held between the Business Administrator and the Association's designated representative and the employee affected and any witnesses within seven (7) working days of the receipt of the grievance. The Business Administrator shall render a decision in writing within five (5) working days of the hearing.

If the decision at Step 2 fails to result in a satisfactory adjustment of the grievance, then in that event, the Association may within 30 days, request the New Jersey State Board of Mediation to appoint an arbitrator who shall have full power to hear and determine the dispute, and the arbitrator's decision shall be final and binding on all parties.

The arbitrator shall have no authority to change, modify or amend the provisions of this agreement.

ARTICLE 19

MAINTENANCE OF WORK OPERATIONS

There shall be no lockouts, strikes, work stoppages or slow downs of any kind during the life of the 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.

ARTICLE 20

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 activities and sections not so invalidated shall remain in full force and effect.

ARTICLE 21

RETENTION OF BENEFITS

The Township agrees that all benefits, terms and conditions of employment relating to the status of members in Union Council No. 8, I.F.P.T.E., AFL-CIO, not covered by this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of the collective negotiations leading to the execution of this Agreement and as provided for in this Agreement.

ARTICLE 22

CLOTHING ALLOWANCE

All Communications Operators shall be provided with an annual clothing allowance of six hundred (\$600.00) dollars for the year 2010 and shall be included in their base pay. There will be no clothing allowance thereafter.

ARTICLE 23

CIVIL SERVICE RULES

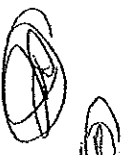
The parties agree that all hiring, layoffs and separations shall be in accordance with the REVISED CIVIL SERVICE RULES FOR THE STATE OF NEW JERSEY as applicable to the Township and that the Civil Service Laws and rules shall be applicable to all employees.

ARTICLE 24

JOB VACANCY, EMPLOYMENT LEVELS


Section 1. In the event that a vacancy should occur in a bargaining unit position, the employer shall, when filling the vacancy, give preference to those employees on the payroll when the vacancy occurs.

Section 2. The employer desires to maintain employment as near to constant level as possible and in that regard it shall use its best efforts not to layoff any employees covered hereunder during the term of this Agreement by subcontracting or assignment of work performed by such employees to private, outside contractors. Both parties recognize, however, that the needs of the Employer and its effective operation may necessitate reassignment of personnel or the addition to or decrease from the workforce.



ARTICLE 25

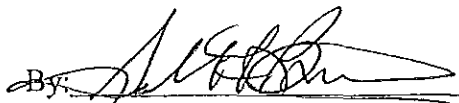
DURATION

This Agreement shall be in effect from January 1, 2010 through December 31, 2014. 

ATTEST:

TOWNSHIP OF CLARK

By: Donna mazzucco

By: 
Salvatore Bonaccorso

ATTEST:

UNION COUNCIL NO. 8,
INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL
ENGINEERS

Donna mazzucco


SHOP STEWARD

