

**AGREEMENT**

**Between**

**CLARK TOWNSHIP**

**and**

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

**REPRESENTING WHITE COLLAR EMPLOYEES**

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**EFFECTIVE January 1, 2024 through December 31, 2027**

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Union Council No. 8  
I.F.P.T.E., AFL-CIO

APRUZZESE, McDERMOTT,  
MASTRO & MURPHY  
A Professional Corporation  
25 Independence Boulevard  
P.O. Box 112  
Liberty Corner, N. J. 07938  
(908) 580-1776

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SCHEDULE A – SALARY RANGE

  


THIS AGREEMENT made and effective January 1, 2024, 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 the clerical and secretarial employees, construction tech., sanitary inspector, building maintenance employees, working within the Township Offices and the Police Department, but excluding all managerial executives, confidential employees, tax collector, 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, communications operators and all other employees employed by the Township of Clark.

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**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

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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:

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- 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 established hours of work for all employees (except as otherwise herein expressly provided) shall be thirty-five (35) hours in a workweek of five (5) days, beginning Monday and terminating on Friday. Each day's work shall begin at 8:30 a.m. and terminate at 4:00 p.m. with a half hour (1/2 hour) lunch break.

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Section 2. The workweek of the building maintenance employees shall be 40 hours, except if otherwise directed by the Department Head.

**ARTICLE 6**  
**PAY PERIODS**

The Township shall pay its employees twice a month (24 pays per year) on the 15<sup>th</sup> and 30<sup>th</sup> of each month. Should a payday fall on a weekend, each employee shall receive their pay on the preceding Friday.

**ARTICLE 7**  
**SALARIES**

Section 1. There shall be general wage increases for employees covered hereunder as follows:

**Effective January 1, 2024 – 3.5%**  
**Effective January 1, 2025 – 3.5%**  
**Effective January 1, 2026 – 3.5%**  
**Effective January 1, 2027 – 3.5%**

**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. 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 request must be approved by the employee's department head. There shall be a cap of 50 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.

Section 3. When an employee is summoned to work in an emergency by his/her director or department head (emergency shall be defined as an unforeseen combination of circumstances which calls for immediate action), the employee shall be credited with a minimum of two (2) hours' time at the rate of time and one-half (1 ½) on weekdays and Saturdays, and at the rate of double time on Sundays (12:01 to 12 midnight).

**ARTICLE 9**  
**INCREMENTS/PROMOTIONS**

Section 1. \$350.00 shall be paid to employees each year of this contract as the annual increment.

Section 2. Each employee receiving a promotion shall receive a \$500 increment added to his/her base salary.

**ARTICLE 10**  
**LONGEVITY PROGRAM**

Each employee who completes five (5) years of continuous uninterrupted service shall become eligible for longevity payment computed as follows:

a. For each five (5) year period of service as outlined above, each employee of the Township shall receive the following in addition to the current annual salary:

After 5 continuous years	\$ 750.00
After 10 continuous years	1,250.00
After 15 continuous years	1,750.00
After 20 continuous years	2,250.00

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b. The effective date as to eligibility for longevity shall be the anniversary date of the individual's employment by the Township of Clark and the amount shall be as set forth above.

**ARTICLE 11**

**VACATIONS**

Section 1. All employees shall be entitled to the following vacation period, with pay:

Less than one (1) year	One (1) day per month for each full month
One (1) year to five (5) years	Twelve (12) working days
Six (6) to ten (10) years	Seventeen (17) working days
Eleven (11) to twenty (20) years	Twenty-four (24) working days
Twenty-one (21) + years	Twenty-eight (28) working days

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 except retirement, shall have his/her vacation prorated on a monthly basis in the year of termination.



**ARTICLE 12**  
**HOLIDAYS**

Section 1. The employees shall receive the official 13 holidays each year as determined by the Governing Body on or before each reorganization meeting, plus one floating holiday of the employee's choice for a total of 13 Holidays.

Should any of the listed holidays fall on a Saturday, the preceding Friday shall be considered the holiday and paid accordingly. Should any of the listed holidays fall on a Sunday, it shall be celebrated Monday and paid accordingly.

Section 2. Any additional time off shall be established by proclamation of the Mayor.

**ARTICLE 13**  
**PERSONAL LEAVE DAYS**

Section 1. All employees shall be entitled to Personal Days with pay as follows:

After completion of first year through 10 <sup>th</sup> year:	2 days
11 <sup>th</sup> year forward:	3 days

Requests for Personal Days shall be asked for and obtained from the Department head at least one (1) day in advance when possible of the required date or dates unless an emergency exists. Personal leave days must be used in the one (1) year period and shall not be cumulative year to year.

**ARTICLE 14**  
**SICK LEAVE, LEAVE OF ABSENCE AND OTHER LEAVE**

Section 1. – Sick Leave

Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care and attendance of such employee, or absence caused by death in the immediate family of such Employee. A certificate of a reputable

physician in attendance shall be required as sufficient proof of need of leave of absence of the employee or the need of the employee's attendance upon a member of the employee's immediate family. In case of leave of absence due to contagious disease a certificate from the Department of Health shall be required. In case of death in the family of the employee, any reasonable proof required by the department head shall be sufficient. The term "immediate family" is limited to the employee's spouse, children, step-children, grandchildren, parents, grandparents, brothers, sisters or to a relative who is part of the household.

Employees are entitled to one (1) sick leave day with pay for each month of service from the date of appointment to December 31<sup>st</sup> of that year. Thereafter, 15 days of paid sick leave are granted in each calendar year or a total of 105 hours. Any employee whose employment has terminated shall have their sick leave prorated in the year of termination at the rate of one day per month, not to exceed 15 days.

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 his family must telephone their Department Head at least an hour before the employee's starting time to advise that the employee cannot report to work.

The employer may require proof of illness, whenever three 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 as "absences that consistently occur". For example, before or after schedule days off including holidays and vacations, the same day of the week or month, etc. The Department Head 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.

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Any employee expending a total of more than five (5) non-consecutive days of sick leave in any one year may be required to produce 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.

Sick leave taken as part of a day shall require the approval of the Department Head to verify that that the individual either has a doctor's appointment or if feeling suddenly ill.

An employee absent from work utilizing a day of Sick Leave for his or her own illness must be at home for the hours scheduled to work for which the 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 confirm the Employee's whereabouts 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 may be subject to discipline. No place of confinement visits or telephone calls shall take place after workday hours.

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 will 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 leave time beyond that in at the time of the disability.

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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 leave to a maximum of \$15,000.00 which shall be redeemable upon retirement.

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 be entitled to maternity leave, not to exceed six (6) months. The employee may request that such leave be with pay to the extent of accrued sick leave, otherwise, the time on leave shall be without pay.

Section 3. – Military Leave

All military leave, both paid and unpaid, will be provided in accordance with applicable New Jersey and Federal Law. An employee who requests a leave of absence for military leave of any type must provide the Township Administrator with a copy of their military orders and military base pay documentation, and subsequently with a copy of their orders terminating their active duty. Failure to provide the required documentation may result in the denial of applicable pay during the period of the leave. 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.

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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 shall 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.

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**ARTICLE 15**  
**PART TIME EMPLOYEES**

Section 1.

All part-time employees shall participate in all of the benefits accorded to full-time employees on a pro rata basis, 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 thirty (30) 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, pro rata as to time, provided in the employee's regular work schedule.

**ARTICLE 16**  
**MEDICAL/DENTAL BENEFITS**

Section 1. The Township's medical benefits programs contracted through the State of New Jersey Division of Pensions and Benefits commonly referred to as the "New Jersey State Health Benefit Program. There are a number of Plan Coverage Descriptions available to each employee upon entry within the contracting unit, and annual during open enrollment. These programs are offered to each member as they relate to their needs and their respective share of premium costs. It is incumbent on members to determine their needs. Effective January 1, 2020, all members that participate in the Employer provide health benefits program shall contribute at Tier 3 of the Chapter 78 contribution grids. Effective January 21, 2021, all unit members that participate in the Employer provided health benefits program, (except for the Direct 10 Plan) shall contribute at Tier 3 of the Chapter 78 contribution grids. Those who remain in the Direct 10 Plan on or after January 1, 2021 shall pay the full Tier 4 Chapter 78 premium sharing percentage. The parties further agree that if a new law is passed regrading premium

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contributions and it applies to this unit upon expiration of this Agreement. The terms of that law shall be implemented. The Township has the right to change benefit providers as long as the benefits remain substantially the same.

Employees on paid leave of absence due to job related injury shall enjoy continued coverage until the employee is medically capable of returning to work. Employees on layoff or leave of absence without pay due to non-job related injuries and terminated employees shall be terminated from the plan, effective immediately following the employee's last day of work. Any changes will require action of the governing body. Employees who are recalled to employment will be reinstated to the plan.

Employees may elect to waive medical coverage and will be entitled to receive 25% of the amount of the savings to the Township from the waiver of coverage or \$5,000 which ever amount is less. Waiver incentives are only available if other coverage is through a non-State Health Benefits Plan. Waiver of coverage for less than the full calendar year will entitle an employee to a pro rata share of the waiver incentive payment for the period of the waiver.

### Section 2.

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

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

### Section 3.

The Prescription Insurance benefit for active employees shall provide a co-pay of five (\$5.00) dollars for generic drugs and ten (\$10.00) dollars for brand name drugs.

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Section 4.

The parties agreed that employees covered hereunder shall continue to receive coverage for children to age twenty-six (26); the premium cost is to be paid by the employer.

**ARTICLE 17**  
**MEDICAL BENEFITS AND OTHER BENEFITS FOR RETIRED MEMBERS**

Section 1.

An employee who retires from the Township in good standing, after twenty-five (25) years of credited service in the PFRS and his/her eligible dependents shall receive the recognized Dental, Prescription, Major Medical and Life Insurance to be fully paid for by the employer until the employee is Medical eligible. Such coverage will continue until the retired member reaches age sixty-five (65). Coverage for the employee's spouse (civil union/domestic partner) shall also continue until Medicare eligible and for dependent children until age 26. Except as provided below, Medical/Dental Plan for active employees will not change upon retirement.. This benefit shall apply only to members and their eligible dependents at the time of retirement, who retire after January 1, 1984, and shall not apply to members previously retired. The Township has the right to change benefit providers for retirees as long as the benefits are substantially the same as those in effect on the last day that the retiree was an active employee. In addition, if the SHBP changes its plan of benefits, those changes shall apply to retirees so long as those changes maintain benefits that are substantially the same as those that were in effect on the last day that the retiree was an active employee. Retiree co-payments for prescriptions shall not increase in retirement.

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Section 2.

Upon reaching Medicare eligibility, a Medical/Dental program will be provided to supplement Medicare/Medicaid with coverage equal to pre-retirement agreement.

Notwithstanding the foregoing, the Township has the right to change insurance providers so long as the benefits remain substantially the same as the Township plan that was primary prior to Medicare eligibility.

Section 3.

In the event an employee who has completed at least twenty-five (25) years of service 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 except as may be otherwise provided by law. Said coverage for the spouse shall continue until Medicare eligible and dependent coverage shall continue until age twenty-six (26).

Section 4.

Any employee who retires as defined in Section 1 shall receive sick, vacation and personal time prorated on a monthly basis.

**ARTICLE 18**  
**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.

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**ARTICLE 19**  
**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 20**  
**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.

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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.

Step 3. 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 21**  
**MAINTENANCE OF WORK OPERATIONS**

There shall be no lockouts, strikes, work stoppages or slowdowns 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.

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**ARTICLE 22**  
**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 23**  
**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 24**  
**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 25**  
**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 lay off any employees covered hereunder during the term of this Agreement by subcontracting or assignment of work performed

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