

AGREEMENT

Between

CLARK TOWNSHIP

and

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

REPRESENTING COMMUNICATIONS OPERATORS

EFFECTIVE January 1, 2025 through December 31, 2028



TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
	Witnesseth	1
1	RECOGNITION	1
2	REPRESENTATION FEE	1
3	ASSOCIATION BUSINESS	3
4	MANAGEMENT RIGHTS	4
5	HOURS OF WORK	4
6	PAY PERIODS	5
7	SALARIES	5
8	OVERTIME	6
9	VACATIONS	7
10	Holidays	8
11	LONGEVITY	8
12	PERSONAL LEAVE DAYS	8
13	SICK LEAVE, LEAVE OF ABSENCE AND OTHER LEAVE	8
14	MEDICAL AND OTHER BENEFITS	14
15	MEDICAL BENEFITS TO RETIRED MEMBERS	16

16	INOCULATION	17
17	NON-DISCRIMINATION	17
18	GRIEVANCE PROCEDURE	17
19	MAINTENANCE OF WORK OPERATIONS	19
20	SAVINGS CLAUSE	19
21	RETENTION OF BENEFITS	19
22	CIVIL SERVICE RULES	19
23	JOB VACANCY, EMPLOYMENT LEVELS	20
24	DURATION	21

THIS AGREEMENT made and entered into this 1st day of January 1, 2025, 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, 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, and all other employees employed by the Township of Clark.

ARTICLE 2

UNION DUES

In compliance with WDEA the Employer shall submit an up-to-date list of all employees in the unit to the Association when requested. The Employer shall advise the Association of any new hires within fourteen (14) days of said employee's hiring.



The Employer shall deduct union dues in equal installments as nearly as possible, from the paychecks paid to each employee who has authorized the payment of union dues in writing. The deductions will begin with the first paycheck paid ten days after the receipt of the signed authorization from the employee, 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.

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

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, for training, schooling, utilization of a specialized skill, etc., shift assignments may need to be altered. In these cases, changes in shift assignments shall be made by giving the employees an explanation and timely notice normally at least two weeks in advance if the situation is not an emergency and such changes shall last until the specific needs have been met. After the specific needs have been met, the affected employee shall be returned to his/her bid shift. This section shall not be used for the sole purpose of avoiding overtime.



ARTICLE 6
PAY PERIODS

The Township shall pay its employees twice a month (24 pays per year) on the 15th and 30th day 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 reflected in the following Salary Schedule:

Effective January 1, 2025 – 3.25%

Effective January 1, 2026 – 3.50%

Effective January 1, 2027 – 3.50%

Effective January 1, 2028 – 3.50%

Step/Year	2025	2026	2027	2028
Start	42,901.41	44,402.96	45,957.06	47,565.56
Step 2	46,181.66	47,798.02	49,470.95	51,202.43
Step 3	48,731.94	50,437.55	52,202.87	54,029.97
Step 4	55,739.51	57,690.40	59,709.56	61,799.39
Step 5	58,923.74	60,986.07	63,120.59	65,329.81
Step 6	62,746.06	64,942.17	67,215.15	69,567.68
Step 7	69,200.22	71,622.22	74,129.00	76,723.52
Step 8	76,762.25	79,448.92	82,229.64	85,107.67
Sr. Communications Operator	83,596.36	86,522.24	89,550.51	92,684.78



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. 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 86 hours on the amount of compensatory time that may be accumulated. 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. Communication Training Officers (CTO) will be compensated with 1 hour of compensatory time per shift when training newly hired Communication Operators.

Section 4. All necessary overtime shall be given to Communication Operators and shall not be offered to Police Officers unless all Communications Operators refuse or are unavailable.

Section 5.

The Clark Police Communication Operators shall receive twenty-four (24) hours of continuing education/training in a calendar year. It is the responsibility of the Police Chief or his designee to assign continuing education/training. Unless otherwise agreed upon by the Communication Officer 7 days' notice



shall be given before the designated training date. No training shall be assigned during an employee's scheduled vacation unless agreed upon by the employee.

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 – 25 years	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

Holidays have been included in the base pay and are no longer a separate off day.

ARTICLE 11

LONGEVITY PROGRAM

Each employee shall receive the following amounts in addition to their current annual salary on the first payroll of the calendar year subsequent to the anniversary year:

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
After 25 continuous years	\$2,750.00

- a. 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 set forth as above.
- b. For employees with over 25 years of service as of January 1, 2025, will receive a payment of \$2,750 on the first payroll of January 2025.

ARTICLE 12

PERSONAL LEAVE DAYS

Employees are entitled to five (5) Personal days leave per year, which includes Juneteenth.

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. An employee may use a personal day between December 15 and December 31 of each year only with the supervisor's discretion and the approval of the Chief of Police. Personal days cannot be accumulated or sold back for cash.



ARTICLE 13

SICK LEAVE, LEAVE OF ABSENCE AND OTHER LEAVE

Section 1.

Employees are entitled to one tour day sick leave with pay for each month of service from the date of appointment to December 31 of each year. Thereafter, 15 tour 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 tour day per month, not to exceed 15 tour days.

Sick leave is hereby defined to mean absence from post-of-duty of an employee solely in the event of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family who is seriously ill requiring the care 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 prior to return to duty. The term "immediate family" is limited to the employee's spouse, children, stepchildren, grandchildren, parents, grandparents, brothers, sisters or 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 employee's 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 as "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 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.

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.

Sick time taken as part of a day shall require the approval of the Department Head to verify that the individual either has a doctor's 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 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 shall be subject to discipline. No place of confinement visits or telephone calls shall take place before 0800 or after 2100 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 employee will be entitled to up to a total of one-year leave of absence with pay for the injury. 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. Where an employee returns to work on transitional duty and/or on a less than full time status, the hours not worked by the employee will be included as part of the one-year leave of absence.

In the event of such action, the employee must agree in writing to reimburse the Township for payments they 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 \$ 15,000 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.

Employees hired by the Township of Clark on or after May 21, 2010 are not permitted to cash out sick leave other than at retirement. Public Safety Telecommunicators hired on or after May 21, 2010 are eligible to receive an incentive of 32.25 hours (3 days) of compensatory time for zero (0) sick time used in a calendar year.

A "used" sick day shall be equal to the number of hours in the employee's regular shift. The sick incentive comp time for zero (0) sick time use shall not be subject to cash-out and shall be included in the 86 hours of accrued compensatory time allowed in Section 7, below.

Section 2. – Medical Leave Donor System

Each Communications Officer may, at his/her option, participate in a "Medical Leave Donor System: which will enable participating employees who have exhausted all accrued sick and other leave to continue receiving sick leave donated by fellow employees. The following conditions shall apply to the medical leave donor system.



- a. All donated sick, compensatory or vacation time will be on a voluntary basis and open to all employees of the Clark Police Department who would like to participate in giving.
- b. A committee consisting of Union Council 8 shop steward, Communications Officers and the Chief of Police or his designee.
- c. A list of all employees of the Clark Police Department who wish to donate any sick, compensatory or vacation time shall be maintained by the Township Police Department.
- d. The list used for the donation of sick time will be distributed equally amongst the volunteers of the department. (Example; person donating 3 days would not have the 3rd day used until everyone participating has used their 1st and 2nd days.
- e. No more than a total of ten (10) days may be donated by one (1) employee to any other employee(s) during a calendar year.
- f. The only time a donation of time may be asked for by an employee is when he/she has exhausted all of his/her accumulated sick leave, vacation, holidays, personal days, compensatory time off and all other time off entitlements and the employee is suffering from a prolonged health condition or injury.
- g. The Chief's office will, at the end of each January, prepare a report of the sick time used by all Telecommunications Operators to the committee that administers the donation of sick, compensatory or vacation time so that any employee wishing to donate time will know if the employee requesting such a donation has been abusing his own sick time.
- h. The donation or refusal to donate sick, compensatory or vacation time will be kept confidential from all others except that of the committee that administers same.
- i. A list of employees and the days that they donate will be submitted to and filed in the Chief's office.

Section 3. – 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 a 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 4. – 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.

Section 5. – Leave Because of Death in the Family

Leave with pay, not exceeding five (5) working 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" or the immediate family of the employee's spouse. The term "immediate family" for all the purposes of this section means spouse, child, step children, legal ward, grandchild, foster child, legal guardian, mother, father, son in law, daughter in law or any relative residing in the employee's household.

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 an employee's brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt, uncle, grandparent or spouse's grandparent, aunt or uncle.

In no event shall any part of bereavement leave occur more than (15) days from the date of death. The Township may require that the employee produce reasonable proof of death and relationship. Bereavement leave shall not be charged to sick or vacation leave and is not cumulative.



Section 6. – 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.

Section 7. Compensatory Leave.

In place of overtime, an employee may be granted leave with pay as compensation for overtime work at the employee's option. An employee shall be allowed to carry a maximum of 86 hours of compensatory time. This leave shall be calculated at the rate of time and one-half the total hours worked. Requests to utilize compensatory time must be approved by the Business Administrator through the Department Head unless specified by Federal law. Such request shall be governed by the following rules:

1. Request made by Communications Operators.
 - a. Any request to use compensatory time that does not create overtime shall not be denied. These requests should be made at least one hour prior to the commencement of the requested time off.



- b. Any request that involves the hiring a communications operator on overtime must be made at a minimum of six (6) hours prior to the start of the overtime coverage.
- c. Any compensatory time off request made with less than a six (6) hours' notice that creates overtime may be denied by the Department if no other telecommunications operator voluntarily elects to work the overtime.
- d. Any request for compensatory time off on Easter Sunday, Clark Twp. July fireworks day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day that creates forced overtime will be denied.
- e. Upon approval the request cannot be rescinded by either party. Unless agreed upon by the employee and the Township.
- f. Telecommunication Operators may not request compensatory time off if they do not have the time in their bank to cover the time off request.
- g. Unless agreed to by the Telecommunications Operator and the Township, an employee may not use compensatory time in lieu of sick time when the Township is notified in writing that an officer's illness or injury has been confirmed by a medical professional until all sick leave is exhausted.
- h. Compensatory time requests will be awarded on a first-come, first-served basis provided it does not create forced overtime. Once compensatory time has been approved it cannot be rescinded or cancelled by either the employee or employer unless mutually agreed.



ARTICLE 14

MEDICAL / DENTAL BENEFIT PLANS

Section 1.

The Township's medical benefits programs contracted through the State of New Jersey Division of Pension and Benefits commonly referred to as the "New Jersey State Health Benefits Program." There are a number of Plan Coverage Descriptions available to each employee upon entry within the contracting unit, and annually 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, 2021, all members that participate in the Employer provided health benefits program shall contribute at Tier 3 of chapter 78 contribution grids. Effective January 1, 2022, all members that participate in the Employer provided health benefit program (except for the Direct 10 Plan) shall contribute at the Tier 3 of Chapter contribute grids. Those who remain in the Direct 10 Plan on or after January 1, 2022 shall pay full Tier 4 Chapter 78 premium sharing percentage, The parties agree further that if a new law is passed regarding premium contributions and it applies to this unit upon expiration of this contract 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 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 whichever amount is less. Waiver incentives are only available if other coverage is through a non-State Health Benefit 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.

The following benefits shall also be provided by the Employer.

1. Group Life Insurance - \$10,000
2. Group Accident Insurance
3. Disability Insurance

Section 2.

- a. The Township shall continue dental coverage as agreed upon by the parties and the deductible of Twenty-five (\$25.00) dollars per person and seventy-five (\$75.00) dollars per family. The present Dental Insurance carrier is Delta Dental.

Section 3.

The Prescription Insurance Benefits for active employees shall provide a co-pay of five (\$5.00) dollars for generic drugs and fifteen (\$15.00) dollars for brand name drugs, or as required by the specific health plan selected by the employee.

Section 4. The parties agree 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 15

MEDICAL BENEFITS TO RETIRED MEMBERS

Section 1.

An employee who retires from the Township in good standing, after twenty-five (25) years of credited service in the PERS and his/her eligible dependents shall receive the recognized Dental, Prescription, Major



Medical and Life Insurance to be fully paid for by the employer, or with contributions as required by law, until the employee is Medicare eligible. Coverage for the employees' 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 only apply to members and their eligible dependents at the time of retirement who retire after January 1, 1984 and shall not apply to any 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 SHBP changes its plan of benefits, those changes shall apply to retirees so long as those changes 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, except as mandated by the terms of the health plan in place or as selected by the retiree.

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 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 otherwise be 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 pro-rated on a monthly basis.

ARTICLE 16

INOCULATION

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 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.

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

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 23

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 a 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 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 24

DURATION

This Agreement shall be in effect from January 1, 2025 through December 31, 2028.

ATTEST:

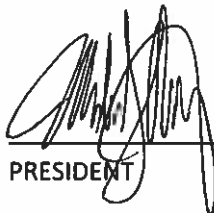
TOWNSHIP OF CLARK

By:  _____


By:  _____
Salvatore Bonaccorso

ATTEST:

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

 _____
PRESIDENT

COMMUNICATIONS WORKERS

 _____
Representative