

AGREEMENT

Between

CLARK TOWNSHIP

and

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

REPRESENTING BLUE COLLAR EMPLOYEES

EFFECTIVE January 1, 2002 through December 31, 2005

UNION COUNCIL NO. 8
IFPTE, AFL-CIO

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TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
Witnesseth		1
1	RECOGNITION	1
2	HOURS OF WORK	3
3	OVERTIME ASSIGNMENTS (EMERGENCY SITUATION)	6
4	HOLIDAYS	6
5	VACATIONS	7
6	PERSONAL LEAVE DAYS	8
7	SICK LEAVE, LEAVE OF ABSENCE AND OTHER LEAVE	9
8	SENIORITY AND PERMANENT EMPLOYEE SECURITY	14
9	BULLETIN BOARDS	16
10	CLOTHING ALLOWANCE	16
11	NON-DISCRIMINATION	17
12	GRIEVANCE MACHINERY	18
13	JURY DUTY	20
14	RIGHTS OF VISITATION	20
15	WAGES	21
16	MEDICAL, SURGICAL, HEALTH, DISABILITY EYEGLOSS AND DENTAL PLANS	23
17	MEDICAL BENEFITS TO RETIRED MEMBERS	25

TABLE OF CONTENTS cont'd.

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
18	SAFETY	26
19	TRUCK DRIVERS LICENSE	26
20	TERM OF AGREEMENT	26
21	OUTSIDE ACTIVITIES	27
	ADDENDUM A	29

This Agreement made and entered into this day of 2002, effective January 1, 2002, 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, IFPTE, AFL-CIO (hereinafter known and designated as the Association.)

WITNESSETH:

WHEREAS, it is the purpose of the Agreement to prescribe the legitimate rights of those Municipal Employees working in the Public Works Department, who are members of the Association and to provide orderly and peaceful procedures for presenting employees 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

Section 1. The Employer hereby recognizes the Association as the representative of the employees of the Public Works Division of Roads who have elected to be represented by the Association for the purpose of presenting and making known to their Director or such persons as may be designated by the Mayor, their grievances and proposals.

Section 2. It is further provided that any individual employee shall have the right at any time, to present the employee's own grievance or proposal. Any Association employee shall have the right, at any time, to present a grievance or proposal and to have an Association representative present at the employee's request.

Section 3. 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 representatives. 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 deduction will begin with the first paycheck paid ten days after the receipt of the aforesaid list by the employer or thirty days after the employee begins his

or her employment in the bargaining unit position unless the employee previously served in a bargaining unit position and continued in the employ of the employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten days after the resumption of the employee's employment in a bargaining unit position, whichever is later. 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. 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.

Section 4. Effective January 1, 1999, the following two supervisory positions must relinquish membership in Council 8:

Supervisor of Public Works
Assistant Supervisor of Public Works

ARTICLE 2

HOURS OF WORK

Section 1. Each full time employee shall receive a minimum guarantee of forty (40) hours work for each week; in case of a part time employee, the number of hours shall be established by the appropriate authority as the work week. Normal working hours shall commence at 7:00 a.m. and end at 3:30 p.m., with one-half hour for lunch. For the months of

June, July and August of each year, normal working hours shall commence at 6:30 a.m. and end at 3:00 p.m. Past practices shall be observed as to lunch breaks.

The work week shall be from Monday through Friday. All hours worked beyond forty (40) hours in any week shall be paid at the rate of time and one-half.

When an employee is required to work on a Saturday or Sunday (12:01 a.m. to 12:00 midnight), the employee shall be guaranteed a minimum of four (4) hours work for pay at the time and one-half rate for Saturday and pay at the double time rate for Sunday and such employee shall be present and available for such minimum hours of work.

Employees reporting to work on a straight time day shall be guaranteed a minimum of eight (8) hours work.

When an employee is required to work on holidays, the employee shall be guaranteed a minimum of four (4) hours work or pay at the time and one-half rate, plus the holiday pay. If an employee requests permission to leave before expiration of the minimum time, the minimum shall not apply.

Section 2. Lunch period for employees starting at 7:00 a.m. shall be for one-half hour, between 11:30 a.m. and 1:00 p.m. for which the employee shall not be paid. A ten (10) minute allowance for wash up only will be allowed before lunch period. Should an employee be required to work through the lunch period, he/she shall be given an opportunity to take a lunch period later in the day and he/she shall be paid for such lunch period.

Employees who start other than 7:00 a.m. shall be given an opportunity to take a thirty (30) minute lunch break should they desire so, without pay. Past practices shall be observed as to coffee breaks.

Section 3. When an employee is not scheduled for work and the employee's services are required, the employee may be called to work and his/her time shall start at the time of call, provided the employee arrives at work within a maximum of up to thirty (30) minutes from the time of the call.

When an employee is called to work under the above condition, the employee shall be guaranteed a minimum of four (4) hours pay. All hours worked outside of the employee's regular hours shall be paid at the time and one-half rate. If an employee is called in outside of regular hours and works partly regular hours and partly outside regular hours, the employee shall be paid at the regular rate for the time worked during regularly scheduled hours and shall be paid at the premium rate for all hours worked outside the employee's regularly schedule hours.

When equipment is used for plowing snow, there shall be two employees on each piece of equipment, when sufficient employees are available.

Section 4. When an employee is required to work twelve (12) hours or more, the employee shall be granted a second one-half hour lunch period at no loss of pay for such lunch period and be granted an additional half hour lunch period for each five (5) hours over the above-mentioned twelve (12) hours.

Employees to be granted meal allowance for each twelve (12) hours worked, subject to adoption of appropriation for this purpose in the Annual budget.

Section 5. If mandatory training is required outside the employee's normal working hours, said training hours shall be paid at the rate of time and one-half employee's regular rate of pay.

ARTICLE 3

OVERTIME ASSIGNMENTS (EMERGENCY SITUATION)

Section 1. Overtime will be distributed equitably in accordance with seniority. An overtime list shall be maintained and posted. This list will be utilized for determining which employee will be called out for overtime duty.

Section 2. It will be the responsibility of the Director of Public Works or the Director's designee to determine if a situation warrants the calling in of employees for overtime and, if so, the Director of Public Works or the Director's designee is authorized to call employees in accordance with the overtime list.

Section 3. There is to be no additional compensation paid to any employee making phone calls.

Section 4. Where circumstances permit, the Director or the Director's designee shall notify a unit member, in advance, at least twenty-four (24) hours of an overtime assignment.

ARTICLE 4

HOLIDAYS

Section 1. The employees shall receive the following thirteen (13) official holidays per year:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Washington's Birthday
Good Friday	Thanksgiving
Memorial Day	Day After Thanksgiving
Fourth of July	Christmas
Veterans Day	

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 on Monday and paid accordingly.

Pay for holidays not worked shall be eight (8) hours pay at the straight time rate.

Section 2. In the event that any of the above enumerated holidays shall fall on a regular work day and employees are not required to work said holiday, such holiday shall be considered as a day worked for the purposes of computing overtime.

Section 3. In the event a holiday named in this contract falls during an employee's vacation period, such employee shall receive an additional day's vacation.

ARTICLE 5

VACATIONS

Section 1. Up to one year of service, each employee shall receive one working day vacation with pay for each full month of service.

Employees shall receive vacation with pay based on years of service in accordance with the following vacation table:

<u>YEARS OF SERVICE</u>	<u>VACATION DAYS WITH PAY</u>
Less than one (1) year	One (1) day per month for each full Month
One (1) 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-three (23) working days
Twenty-one (21) + years	Twenty-seven (27) working days

Employee's pay check for earned vacation shall be given to the employee prior to start of the vacation, provided that a written request for said pay check is made at least two (2) weeks prior to the vacation date commencement.

Section 2. Senior employees shall be given preference in the selection of vacation periods, where consistent with work schedules.

Section 3. Any employee whose employment has terminated for any reason except retirement, shall have the vacation prorated in the year of termination as follows:

<u>AMOUNT OF SERVICE</u>	<u>WORK DAYS/HOURS EARNABLE & ACCRUABLE PER CALENDAR MONTH</u>	<u>MAXIMUM WORK DAYS/HOURS EARNABLE & ACCRUABLE PER YEAR</u>
1 through 5 years (continuous)	1.0 days or 8.0 work hours	12 days or 96 work hours
6 through 10 years	1.4 days or 11.2 work hours	17 days or 136.0
11 through 20 years (continuous)	1.9 days or 15.2 work hours	23 days or 184.0 work hours
21+ years	2.25 days or 18 work hours	27 days or 216 work hours

Section 4. When any vacation or part of it cannot be taken in the calendar year when earned, the same can be taken in the following years, with the consent of the Department Head, such accumulated vacation days may be extended beyond the second year.

ARTICLE 6

PERSONAL LEAVE DAYS

Employees are entitled to two (2) days leave with pay for personal business except an employee shall receive one (1) personal day for each six (6) months of employment in the year

of hire or year of termination. The granting of personal days off shall be for personal business. Where possible, request for leave shall be asked for and obtained in advance of the required date or dates from the employee's department head. Personal leave days must be used in the one year period and shall not be cumulative year to year.

ARTICLE 7

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 immediately family seriously ill requiring the care of 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 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 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, a child, a grandchild, his parents, or grandparents, brothers or sisters or to a relative who is part of the household.

Employees are entitled to one day's sick leave with pay for each month of service from the date of appointment to December 31st of that year. Thereafter, 15 days paid sick leave are granted in each calendar year, except any employee whose employment has terminated for any reason except retirement, shall have their sick leave prorated in the year of termination at the rate of one and one quarter (1¼) days per month, not to exceed 15 days.

A freeze on the accumulation of sick leave for “buy out” purposes at retirement shall be effectuated as of January 1, 1978 as more specifically hereinafter provided.

As of January 1, 1978, for purpose of reimbursement for unused sick leave at retirement, each employee’s unused sick leave shall be converted into dollars by multiplying his unused sick leave in days by the per diem salary in effect on January 1, 1978. For those employees whose unused sick leave in dollars does not exceed Seven Thousand Five Hundred (\$7,500) Dollars on January 1, 1978, the sum Seven Thousand Five Hundred (\$7,500) Dollars shall be the maximum reimbursement that an employee may receive at retirement for unused sick days. For those employees whose unused sick leave in dollars exceeds Seven Thousand Five Hundred (\$7,500) Dollars that sum established on January 1, 1978 shall be “red circled” and that shall be the maximum that shall be reimbursed for unused sick days at retirement. It is further provided that employees who become “red circled” may utilize the annual sick leave allotments for sick leave purposes from and after January 1, 1978, but may not accumulate any of the said sick leave for “buy out” purposes.

At retirement an employee’s unused sick days shall be multiplied by the employee’s per diem salary rate in effect at this retirement; however, the maximum dollar amount that shall be reimbursed shall be Seven Thousand Five Hundred (\$7,500) Dollars or that sum of money established on January 1, 1978, whichever is greater.

All employees hired subsequent to December 6, 1982, shall be permitted to accumulate unused sick time to be redeemed at retirement to the following maximum amounts:

- | | | |
|----|----------------|-------------|
| A) | Effective 2002 | \$3,000 cap |
| | Effective 2003 | \$3,500 cap |
| | Effective 2004 | \$4,000 cap |

Effective 2005

\$5,000 cap

In the event the employee's illness causes absence from work for five (5) consecutive days, a physician's certificate must be filed with the Business Administrator's office on the sixth day.

Any employee expending a total of more than ten (10) days of sick leave in any year must submit to a physical examination by a medical doctor or any other physician selected by the Business Administrator, and the net cost, if any, to the employee for that doctor visit shall be reimbursed by the Employer. A report of such examination on forms provided by the Business Administrator signed by the physician, shall be furnished to the Business Administrator by the employee forthwith (included would be such a leave extending from December into January of the following year).

The employee or a member of the employee's 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.

This practice shall be followed each day through the fifth day, at which time a doctor's certificate on forms provided by the Business Administrator will be required together with a statement from the doctor as to the expected length of time the absence will continue.

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 disabling 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 be charged with sick leave time beyond that in at the time of the disability.

In the event of such action, the employee must agree in writing to reimburse the Township for payments received as worker's compensation, insurance benefits or from any settlement or judgment paid to the employee by a person or corporation held responsible for such injury.

Section 2. Maternity Leave

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 and the date the employee intends to return to work. Upon request, the pregnant employee shall provide medical certification of her condition.

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 90 days following the employee's honorable discharge from military service.

Section 4. Compensatory Leave

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-a-half basis. Such request must be approved by the employee's Department Head.

Effective for calendar year 2002, there shall be a cap of 100 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. Employees with a current bank of comp time in excess of 100 hours must use or get paid for enough comp time to reduce the bank to the 100 hour maximum during the first 2 years of the contract (2002 and 2003) and they may not accumulate additional comp time until the bank is below the 100 hour cap.

Section 5. Leave Because of Death

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 the employee's "immediate family." The term "immediate family," for all the purposes of this Section shall include only the employee's spouse, child (natural, adopted or step), mother or father, brothers or sisters.

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

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 others 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 months or any portion thereof.

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 in a substitute for the particular position held by the applicant.

Section 7. Terminal Leave

Employees of the Township having completed fifteen (15) years of continuous service, shall be entitled to three (3) days per year for each year of service as terminal leave prior to the effective date of their retirement.

Employees of the Township hired subsequent to September 19, 1975 shall not be entitled to Terminal Leave.

ARTICLE 8

SENIORITY AND PERMANENT EMPLOYEE SECURITY

Section 1. Newly hired employees shall be considered on a trial basis for a period of ninety (90) days from the date of hiring. Such employees may, during their trial periods, be terminated at any time during said period, without recourse whatsoever and without cause.

Section 2. Upon completion of the probationary period, such employee's seniority shall be effective as of the original date of employment.

Section 3. Seniority shall mean the length of continuous service with the Employer regardless of capacity or department.

Section 4. In the event of a layoff, seniority shall prevail, unless discharged for cause. It shall be the Employer's policy to place promotions on the basis of employee's ability, fitness and seniority and Civil Service certification. It is the intention of the employer to fill vacancies from within the Department before hiring new employees, provided employees are available with the necessary qualifications and ability to fill the vacancy. Any dispute arising under this section to be subject to the grievance machinery.

Section 5. One steward shall have, during the respective periods of such capacity, top seniority and after his periods of service shall have a normal seniority status, with respect to layoff and recall.

Section 6. An employee shall lose all seniority rights for any one or more of the following reasons:

- a. Voluntary resignation;
- b. Discharge for just cause;
- c. Failure to return to work within five (5) working days after being recalled by registered or certified mail, return receipt requested, unless due to actual illness or accident. The Employer may require substantiating proof of illness or accident.

Section 7. Notice of all job vacancies shall be posted on all bulletin boards within the department. Said notice shall include the wage range.

Section 8. The Employer, upon recalling, shall do so in the inverse order of layoff. The Employer shall recall the last employee laid off, providing, however, that such employee has the qualifications for the position for which the employee is recalled and is physically able. Under no circumstances shall the Employer hire from the open market while employees on the recall list, qualified to perform the duties of the vacant position, are ready, willing and able to be re-employed. The last employee laid off from a position will be the first recalled to that position.

Any dispute arising under this clause shall be subject to the grievance machinery.

Section 9. An employee recalled and reinstated to the employee's former position shall receive his/her former rate of pay or the minimum current wage for such position, whichever is the higher.

Section 10. Any notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such laid-off employee.

ARTICLE 9

BULLETIN BOARDS

One (1) bulletin board, which shall be placed in the lunchroom, will be made available to the Union and the Employer for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety and general Union activities.

ARTICLE 10

CLOTHING ALLOWANCE

All employees in the Bureau of Roads shall be provided with an annual clothing allowance for purchase of work uniform and uniform cleaning and maintenance based upon the

following schedule:

<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
\$700.00	\$750.00	\$750.00	\$800.00

Payment of clothing allowance shall be in the month of May except for new hires who shall be paid as herein provided. Employees shall only be entitled to one (1) clothing allowance from the Township, and if an employee works in two (2) separate titles for the Township, each of which has a clothing allowance, such employee shall only be entitled to the higher of the two clothing allowances.

New employees will be paid a prorated share of the yearly clothing allowance, in accordance with their hire date. Payment will be made after their 90 day trial period is completed. Employees shall be permitted to wear vests in addition to the normal clothing permitted during the periods of their shifts, provided that said vests are of the appropriate color and construction.

ARTICLE 11

NON-DISCRIMINATION

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

ARTICLE 12

GRIEVANCE MACHINERY

Section 1. It is hereby agreed that the Employer has the right to discharge for just cause. The Employer agrees to advise the Union of any such discharge and the reason therefore at the time of such action. Such discharge shall conform to Civil Service procedures.

Section 2. 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 3. Any aggrieved employee shall present his grievance within five (5) working days of its occurrence or such grievance will be deemed waived by the Union and the employee.

Section 4. In the event of such grievance, the steps hereinafter set forth shall be followed, except that when the law permits, grievance machinery, other than the following, shall become effective as of the date such law shall be enacted.

STEP 1. The Employees and the Steward or the employee individually, but in the presence of the Steward, shall take up the complaint with the Director of Public Works. In the event the complaint is not satisfactorily settled within three (3) working days, the employee and the Steward shall sign a written complaint and forward the grievance to the next step in the procedure.

The Shop Steward shall be permitted reasonable time during working hours to process complaints, at no loss of pay.

STEP 2. The Steward will discuss the grievance with the Business Administrator. In the event the grievance is not satisfactorily adjusted within three (3) additional working days, both parties shall complete and sign the grievance record form and forward the matter to the next step in the procedure.

STEP 3. The Union representatives and the Mayor or any such designated person, shall meet to discuss the grievance within seven (7) working days at the completion of the previous step. In the event of failure to reach a satisfactory adjustment of the grievance within five (5) working days, the grievance may be taken to the next step by either of the parties upon notice to the other party.

STEP 4. If the foregoing steps do not effect a settlement of the grievance, either party may refer the dispute to the Grievance Committee.

The Grievance Committee shall consist of:

1. The Business Agent of the Association or his designee;
2. The Shop Steward;
3. Director of Public Works or his designee; and
4. Business Administrator or his designee.

The Grievance Committee shall meet within seven (7) days of the receipt by it of the written grievance and shall promptly convene to consider the grievance. The Committee may hold hearings, and gather any information necessary for a decision.

If the grievance is resolved by unanimous action of the Grievance Committee, the decision of the Grievance Committee shall be binding on all parties. If the decision of the Grievance Committee is not unanimous, then in that event, either party may, within thirty (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.

Section 5. It shall be the intention of the parties to settle all differences between the Employer and the Union through grievance procedures of this Agreement. Therefore, the Employer agrees that it will not lock out its employees and the Union agrees that they will not strike, slow down or cause a slow down or engage in any work stoppage during the term of this Agreement. Any employee who violates the terms of this section shall be subject to discharge.

ARTICLE 13

JURY DUTY

An employee called for jury duty will be excused from work for the period actually in attendance at Court and he will be paid his regular daily earnings for such time as he is required to be in attendance in Court, with all monies received from the Court by such employee to be refunded to the Township of Clark.

ARTICLE 14

RIGHTS OF VISITATION

The Business Agent or his representatives, or any officer of the Union shall have admission to the Employer's premises at any time during working hours for the purpose of ascertaining whether this Agreement is being carried out in good faith or for the purpose of assisting in the adjustment of any grievance which may have arisen. No such representative,

however, shall have the privilege of roaming about the premises, but shall first apply to the Business Administrator for permission to visit, which permission shall be reasonably granted; it being understood, however, that such representative shall not, in any way, interfere with the working of the bureau during working hours and that this privilege shall be so exercised as to keep at a minimum time lost thereby to the Employer.

ARTICLE 15

WAGES

Section 1. Effective retroactive to January 1, 2002, each bargaining unit member then employed, shall receive a salary increase to be computed by applying the negotiated increase to the maximum salary as of December 31st of the prior year.

The negotiated increases are as follows:

- a) Effective retroactive to January 1, 2002 = 3.25% percent.
- b) Effective January 1, 2003 = 3.25% percent.
- c) Effective January 1, 2004 = 3.5% percent.
- d) Effective January 1, 2005 = 4.0% percent.

The maximum salaries are as set forth in Schedule A attached hereto.

Section 2. **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 twenty-seven (27) pay periods shall occur, the bi-weekly rate of pay of each employee shall be 1/27th of the annual salary.

Section 3. Increments Normal merit increases shall be paid as in the past; then, upon execution of this Agreement, there shall be a step progression schedule to apply only to those newly hired non-hourly employees, hired after this Agreement becomes effective. The new rates shall be as follows:

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE OF MAXIMUM SALARY</u>
0-6 months	75.0%
6-12 months	77.5%
1-2 years	80.0%
2-3 years	85.0%
3-4 years	90.0%
4-5 years	95.0%
After 5 years	Maximum salary*

*Effective January 1, 1996 after completion of five (5) years of continuous service all Public Works Repairers will become Senior Public Works Repairers and shall receive maximum rate of pay for that position.

Section 4. Longevity

NOTE: Any employee hired after January 1, 1991, shall not be eligible for the longevity program.

Each employee completing 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	\$ 500.00
After 10 continuous years	1,000.00
After 15 continuous years	1,500.00
After 20 continuous years	2,000.00
After 25 continuous years	2,500.00

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

ARTICLE 16

MEDICAL, SURGICAL, HEALTH, DISABILITY, EYEGLASS AND DENTAL PLANS

The following are the recognized Medical/Dental Benefits Program: New Jersey State Health Benefit Plan which consists of Traditional, New Jersey Plus and 6 HMO options. The parties agree that the Township has the right to change insurance carriers provided that any new insurance carrier supplies substantially equivalent coverage.

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.

All benefits enumerated in this Article shall be provided by the Employer, at no cost to the employee.

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 July 1, 2002, the Prescription Insurance benefit shall change to provide a co-pay of five (\$5.00) dollars for generic drugs and five (\$5.00) dollars for name brand drugs. Effective January 1, 2004, the prescription co-pay shall be five (\$5.00) dollars for generic and ten (\$10.00) dollars for brand name except where no generic substitute exists the five (\$5.00) dollar co-pay will apply.

(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. The employee may opt out of the insurance plans at any time, but may not rejoin until the next annual open enrollment period. Should the employee's substitute coverage lapse between the time the employee opts out of the Township Insurance Plan or plans and the next open enrollment, the Township shall pay the cost (up to an amount equivalent to the Township's standard plan) of continuing substitute coverage under the COBRA provisions until the next open 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 17

MEDICAL BENEFITS TO RETIRED MEMBERS

Section 1. Effective commencing on 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). 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 twenty-five (25) years of service. This benefit shall apply only to members and their spouses who retire after January 1, 1984 and shall not apply to members previously retired. The parties agree to change insurance carriers and make such other changes as where agreed in Article XVI 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 age nineteen (19) or twenty-three (23) in the case of full time students.

ARTICLE 18

SAFETY

All complaints regarding an employee's safety shall be handled through the grievance machinery.

No employee shall be required to operate unsafe equipment and further the Employer shall not require an employee to operate any equipment that does not meet the safety requirements of the State of New Jersey.

ARTICLE 19

TRUCK DRIVERS LICENSE

The Township agrees to pay the cost of the mandated commercial drivers license for members of the Association. The Township further agrees to pay the cost of any required training for the commercial drivers license for any employee hired prior to January 1, 1991.

ARTICLE 20

TERM OF AGREEMENT

Section 1. This contract shall remain in full force and effect until the thirty-first (31st) day of December 2005.

Section 2. This Agreement shall not prevent the employees of the Bureau of Roads from receiving any general fringe benefits awarded the employees of the Township of Clark by legislative action of the Municipal Council during the period of this contract.

Section 3. All other policies pertaining to Municipal employee shall uniformly apply also to the employee of the Department of Public Works, namely, employees in the Bureau of Roads.

Section 4. The Association shall have the right to open negotiations on the terms of a new agreement on or after September 1, 2005. This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the date of expiration set forth herein until the parties have mutually agreed on a new Agreement.

ARTICLE 21

OUTSIDE ACTIVITIES

No employee shall be assigned to outside activities on the road or elsewhere except for emergency situations when the temperature is 95 degrees Fahrenheit or above. In the event that employees are engaged in outside activities and the temperature subsequently reaches 95 degrees

Fahrenheit, they shall cease activities on the road and return to the garage to perform work of a less exhaustive nature. This shall not apply to employees assigned to work within an air-conditioned vehicle.

ATTEST:

TOWNSHIP OF CLARK

By: _____

By: _____

Salvatore Bonaccorso, Mayor

ATTEST:

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

By: _____

President

International Representation

Karen Bellamy Lewis

118787

ADDENDUM A

<u>TITLE</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
Senior Public Works Repairer	\$49,832	\$51,451	\$53,252	\$55,382
Mechanic/Senior Public Works Repairer	\$52,905	\$54,625	\$56,537	\$58,798
Senior Omnibus Operator	\$49,832	\$51,451	\$53,252	\$55,382

	<u>YEAR</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Public Works Repairer	2002		\$48,419
	2003		49,993
	2004		51,742
	2005		53,812
Omnibus Operator	2002		\$48,419
	2003		49,993
	2004		51,742
	2005		53,812

<u>HOURLY</u>			
Omnibus Operator	2002	\$13.73	\$14.23
	2003	14.18	14.69
	2004	14.67	15.20
	2005	15.26	15.81

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