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A G R E E M E N T

Between

TOWNSHIP OF CRANFORD Township
UNION COUNTY, NEW JERSEY

and

X Local No. 866 A/W I.B.T.

LIBRARY
Institute of Management and
Labor Relations

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RUTGERS UNIVERSITY

January 1, 1978 through December 31, 1981

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DESIGNATION OF PARTIES

THIS AGREEMENT, made this *4th* day of *March*,
19*80* by and between the TOWNSHIP OF CRANFORD, UNION COUNTY,
NEW JERSEY, a municipal corporation of the State of New Jersey,
hereinafter referred to as the "Township"

and

LOCAL UNION NO. 866, affiliated with INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA,
hereinafter referred to as the "Union".

ARTICLE I

PREAMBLE

Section 1. — Purpose of Agreement

The Township and Union agree that the general purpose of this Agreement is to establish rates of pay, hours of work, procedures for adjustment of disputes and grievances, and other terms and conditions of employment.

ARTICLE II

RECOGNITION

Section 1.

The Township of Cranford hereby recognizes the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local Union No. 866 pursuant to the Public Employment Relations Commission Docket No. RO 828 as the Exclusive representative for the purposes of collective negotiations with respect to terms and conditions of employment for all regular, full-time, permanent blue collar employees, mechanics and custodians working in the Department of Public Works, but excluding the Director of Public Works, Assistant Director(s) of Public Works, Superintendent of Public Works, Assistant Superintendent(s) of Public Works and also excluding all professionals, clericals and supervisors within the meaning of the Act and all other Employees of the Township.

Section 2.

The term "bargaining unit" as used herein shall pertain only to regular, full-time permanent Employees as set forth hereinabove.

Section 3.

The term "Employee" as used herein shall mean Employee(s) working in classification(s) covered by this Agreement.

Section 4.

All references in this Agreement to Employees of the male gender are used for convenience only and shall be construed to include both male and female Employees.

ARTICLE III

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1.

The Township hereby retains and reserves unto itself, except as otherwise provided for in this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement of which may hereafter be conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights to:

- a. Management and administrative control of the operation

of the Township and its properties and facilities and the activities of its Employees;

b. Hire all Employees and to determine their qualifications and conditions for continued employment or assignment and to promote and transfer Employees;

c. Suspend, demote, discharge or take other disciplinary action for good and just cause;

d. Determine the methods, means and personnel by which Township operations are conducted;

e. Determine the content of job qualifications and duties;

f. Take all necessary actions to carry out its responsibilities in the conduct of regular business and in emergencies. The management and direction of the workforce shall be in the sole discretion and the sole responsibility of the Township, and except as otherwise provided herein, the Township retains the sole and exclusive right to promulgate rules and regulations within applicable statutes; direct, designate, schedule and assign duties to the workforce; to subcontract; plan, direct and control the entire operation of the Department of Public Works; discontinue, consolidate or reorganize any department or division; transfer any or all operations to any location or discontinue the same in whole or in part; make technological improvement; install or remove equipment regardless of whether or not such action causes a reduction of any kind in the number of Employees or transfers in the work force, or requires the assignment of additional duties to the Employees in the workforce, or causes the elimination or addition of titles or jobs; determine the amount and frequency of overtime to be worked and relieve

Employees from duty for reasons of economy or for other legitimate reasons; and carry out the ordinary and customary functions of management whether or not possessed or exercised by the Township prior to the execution of this Agreement, except as limited herein.

Section 2.

- All rights, powers, discretion, authority and prerogatives possessed by the Township prior to the execution of the Agreement, whether exercised or not, are retained by and are to remain exclusively with the Township, except as limited herein.

ARTICLE IV

NON-DISCRIMINATION

Section 1.

The Township and the Union agree that the provisions of this Agreement shall be applied equally to all Employees and there shall be no discrimination as to age, sex, marital status, race, color, creed, national origin, union membership or non-membership, or political affiliation.

Section 2.

The Township agrees not to interfere with the right of Employees to become members of the Union. There shall be no discrimination interference, restraint, or coercion by the Township or any of its representatives against any Employee covered by this Agreement because of Union Membership or non-membership in the Union

or because of any lawful activity by such Employee permissible under law or this Agreement on behalf of the Union. The Union, its members or agents, shall not discriminate against, interfere with, restrain or coerce any Employees covered under this Agreement who are not members of the Union.

ARTICLE V

MAINTENANCE OF OPERATIONS

Section 1.

It is recognized that the need for continued and uninterrupted operation of the Township of Cranford is of paramount importance to the Township of Cranford and that there should be no interference with such operations either by a strike or other job action by the Union or a lockout by the Township.

Section 2.

The Union covenants and agrees that neither the Union nor any person acting in its behalf will cause, authorize, engage in, sanction, assist, or support, nor will any of its members take part in, any strike, work stoppage, slowdown, walk-out or other job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

Section 3.

The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stop-

page, slowdown, or other activity aforementioned or support any such action by any other Employee or group of Employees of the Township, and the Union will disavow such action and order all such members who participate in such activities to cease and desist from same immediately and return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union's order.

. Section 4.

In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by a Union member shall entitle the Township to take disciplinary action including possible termination of the employment of such Employee or Employees.

. Section 5.

Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity, or both, in the event of such breach by the Union or its members.

ARTICLE VI

SUPERVISORY EMPLOYEES

. Section 1.

Supervisory Employees excluded from the Agreement shall be permit-

ted to perform bargaining unit work in the following instances:

1. To instruct or train Employee(s);
2. Demonstrate equipment, methods or procedures;
3. In emergencies;
4. In circumstances where qualified or regular Employee(s) do not make themselves available for work;
5. To do experimental work on a new job;

Such work performance is not intended to deny overtime work to the Employees covered by this Agreement.

Section 2.

In the event Employee believes that he is aggrieved by being required to perform work outside that covered by the bargaining unit, the Employee shall nevertheless perform such work, but may grieve the matter thereafter.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 1. Purpose

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

b. Nothing herein contained shall be construed as limiting the right of any Employee to discuss a matter informally with any appropriate member of his departmental supervisory staff.

Section 2. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union, at the request of and on behalf of an individual or group of individuals, or the Township.

Section 3. Grievance Steps

a. The Shop Steward shall represent the Employee at Step One. The Business Representative of the Union may represent the Employee at Steps Two and Three. Failure of the Township to respond to a grievance at any step within the time limits noted in the Agreement shall be deemed to be a negative response.

b. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

Step 1.

a. An aggrieved Employee or the Union on behalf of an aggrieved Employee(s) shall institute action in writing under the provisions hereof within ten (10) working days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved Employee and the Superintendent of Public Works for the purpose of resolving the matter informally. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance on behalf of that individual or individuals.

. b. The Superintendent of Public Works shall render a decision within five (5) working days after receipt of the grievance.

Step 2.

. a. In the event a satisfactory settlement has not been reached, the Employee or the Union shall, in writing and signed, file his grievance with the Director of Public Works (or his representative) within five (5) working days following the determination by the Superintendent of Public Works.

. b. The Director of Public Works, or his representative, shall render a decision, in writing, within ten (10) working days from the receipt of the grievance.

Step 3.

. a. In the event the grievance has not been resolved at Step Two, then within five (5) working days following the determination of the Director of Public Works, or his designee, the matter may be submitted to the Township Administrator.

. b. The Township Administrator, or his designee, shall review the matter and make a determination within fifteen (15) working days from the receipt of the grievance.

Step 4.

. a. In the event the grievance is not resolved at Step Three, either party may within ten (10) calendar days after the decision of the Township Administrator file for arbitration in accordance with the rules and regulations of the New Jersey State Board of Mediation.

Section 4 - Township Grievance

a. The Township may institute action under the provisions of this Article within five (5) working days after the event giving rise to the grievance has occurred by filing a grievance directly with the Union. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance on the part of the Township.

b. A meeting shall be held within ten (10) calendar days of filing said grievance between the representatives of the Township and the Union in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made within twenty (20) calendar days after such meeting, the Township may within ten (10) calendar days thereafter file for binding arbitration in accordance with the rules and regulations of the New Jersey State Board of Mediation and the provisions of the Grievance Arbitration Article.

Section 5.

• Conferences shall be held at the Municipal Building.

ARTICLE VIII

GRIEVANCE ARBITRATION

Section 1.

a. Either party may request arbitration of an unsettled grievance. The party desiring arbitration must notify the other party in writing of such desire within ten (10) calendar days after the decision in writing is given under the last step of

the grievance procedure provided for in this Agreement. In the event either party fails to serve said written notice of desire to arbitrate within ten (10) calendar days of the date of the written decision handed down under the last step of the grievance procedure provided for in this Agreement, then the grievance shall be considered as abandoned at the last step of the grievance procedure.

b. After receipt of a desire to arbitrate, the Township and Union shall attempt to agree on an arbitrator. If the Township and Union are unable to so agree within seven (7) working days, or within a longer period if mutually agreed upon, then the grieving party may submit the matter to the New Jersey State Board of Mediation requesting that an impartial arbitrator be selected in accordance with their rules and regulations.

c. Only the Township or the Union shall have the right to submit a grievance to arbitration.

Section 2.

Unless otherwise agreed to by the parties, one (1) issue will be submitted to the arbitrator in each case.

Section 3.

a. The arbitrator shall be bound by the provisions of this Agreement, restricted to the application of the facts presented to him involved in the grievance, and limited to the interpretation of the Agreement. The arbitrator shall have no authority to add to, alter, amend or modify any provision of the Agreement. Furthermore, the arbitrators shall be bound by the laws

of New Jersey and shall be without power to advise or direct the omission of any illegal act or acts beyond the legal authority of the parties.

b. The decision of the arbitrator shall be final and binding on both parties.

c. The arbitrator's fees and expenses shall be borne jointly by the parties to the Agreement. Any other expenses including but not limited to witnesses shall be borne by the individual party incurring same.

Section 4.

Arbitration hearing and conferences shall be held at the Municipal Building.

ARTICLE IX

DUES CHECK OFF

Section 1.

The Township agrees to deduct dues for the Union from the wages of an Employee covered by this Agreement in accordance with N.J.S.A. 52:14-15.9E, as amended, provided that at the time of such deduction there is in possession of the Township a current "check-off authorization" form, individually and voluntarily executed by the Employee, said "check-off authorization" form to be provided by the Union. The Union shall be responsible for securing the signatures of its members on said forms and delivering same to the Township.

Section 2.

All sums deducted by the Township shall be remitted to the Treasurer, International Brotherhood of Teamsters, Local Union No. 866, not later than the 15th day of the calendar month subsequent to the month in which such deductions are made, together with a list of individuals for whom deductions have been made.

Section 3.

If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall notify the Township by certified letter of any change in union dues at least thirty (30) calendar days in advance of the effective date.

Section 4.

The Union shall indemnify and hold the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Township for purpose of complying with any of the provisions of this Article.

ARTICLE X

INSPECTION PRIVILEGES

Section 1.

A representative designated by the Union shall be permitted to visit Union members on Township property for the purpose of adjusting disputes and investigating working conditions only after

prior notice to the Township of the proposed visit is made, and after authorization is given by the Township, and further provided that said visit will not interfere with the conduct of Township business, or with the duties of any of its Employees.

ARTICLE XI

JOB STEWARDS

Section 1.

The Township recognizes the right of the Union to designate one (1) job steward and two (2) alternate stewards selected from the Bargaining Unit. The authority of the job steward and alternates so designated by the Union shall be limited to, and not exceed, the following duties and activities:

- a. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
- b. The transmission of such messages and information which shall originate with, and are authorized by the local Union or its officers, provided such messages and information: (1) have been reduced to writing, or (2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the Township's business.

Section 2.

The job steward and alternates shall have no authority to take strike action or any other action interrupting the Township's business. The Township recognizes these limitations upon the authority of the job steward and alternates and shall not hold the Union liable for any unauthorized acts on the part of the aforementioned individuals. The Township shall have the authority to impose discipline, including discharge, in the event the job steward or any alternates have taken strike action, slow-down or work stoppage in violation of this Agreement or law.

Section 3

The job steward or alternates will be permitted to investigate, present and process grievances without loss of regular straight time pay, provided prior arrangements are made with the Department Head, or his designee, and further provided that there is no interference with the conduct of Township business.

Section 4.

No Union member or officer or job steward shall conduct any Union business on Township time except as specified in this Agreement.

Section 5.

No Union meetings shall be held on Township time unless specifically authorized by the Township.

ARTICLE XII

NOTIFICATION TO UNION

Section 1.

In addition to notification provided for elsewhere in this Agreement, the Township will:

1. Notify the Union in writing of all lay-offs.
2. Provide the Union semi-annually with an updated list of employees covered by this agreement indicating name, address, classification and social security number.

ARTICLE XIII

UNION BULLETIN BOARD

Section 1.

The Township agrees to provide a bulletin board in a conspicuous place in each facility where Employees report to work.

Section 2.

This bulletin board may be utilized by the Union for the posting of Union announcements and other information of a non-controversial nature. The Director of Public Works, or his representative, may have removed from the bulletin board any material which does not conform with the intent and provisions of this Article.

ARTICLE XIV
JOB CLASSIFICATION

Section 1.

Within sixty (60) days after the signing of this Agreement, job descriptions will be completed for the following positions:

Laborer, Driver, Tree Trimmer, Equipment Operator,
Mechanic and Working Foreman.

Each description will detail the responsibilities and requirements of the position.

At least thirty (30) days before establishing a new classification, the Union will be provided a job classification sheet for the purpose of negotiating an hourly rate of pay.

ARTICLE XV
LAY-OFF AND RECALL

In the event the Township reduces the working force, the following procedure shall apply:

1. Employees will be given forty-five (45) calendar days of notice prior to reduction of force due to lack of work or other economic reasons.
2. Employee(s) shall be laid-off in the order of least total employment seniority.
3. A laid-off Employee shall have preference for re-employment for a period of two (2) years.
4. The Township will rehire qualified laid-off employees in the order of greatest employment seniority.

5. 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 Employee. In order to take advantage of his preferential status, an Employee must affirmatively answer this notice of re-employment within five (5) calendar days. The Employee must return to work within ten (10) calendar days unless otherwise agreed to by the Township or extended by the Township.

6. An Employee returning from lay-off may be required to take a physical examination from a Township physician for which examination the Township shall pay.

7. It is the responsibility of the Employee to keep the Township advised of his current address.

8. In the event of the Employee's refusal to work upon recall or in the event the Employee is not reachable after reasonable efforts by the Township, his recall rights shall be terminated.

ARTICLE XVI

POSTING AND PROMOTIONS

Section 1. Posting

All new and vacant positions covered by the collective bargaining Agreement will be posted on the Union Bulletin Board for a period of fifteen (15) calendar days. An Employee applying for such vacancy shall make the request in writing, signed by the applicant,

and on forms provided by the Township, if available, to the Director of Public Works or his designee, within the posting period.

Section 2.

Preference to fill job vacancies will be given to a bargaining unit Employee before hiring a new Employees.

Section 3. Promotions

The most senior qualified Employee who bids for a vacant position will receive a trial period. The trial period will be for a period of not less than ten (10) working days. For purposes of this Article a working day will consist of a minimum of eight (8) hours of work.

- a. The maximum trial period for a successful bidder will be ninety (90) working days.
- b. At the conclusion of the maximum working period, the Employee will either be returned to his former position or will receive appointment to the higher position.
- c. However, the Township reserves the right to terminate the trial period between the tenth (10th) and ninetieth (90th) working day and return the Employee to his former position in the event the Township in its sole discretion believes that the Employee is not qualified to do the job, provided such discretion is not exercised arbitrarily.
- d. The Union and the Employee will be kept advised of the progress made in learning the new assignment. The Employee will be given assistance to successfully meet the requirements of the

job. If the Employee fails to successfully meet these requirements within the probationary period, Employee shall be returned to his former classification and shall assume seniority and pay as though Employee had not left his old classification.

Section 4. For the purposes of this Article the chain of promotion is as follows:

1. Laborer
2. Driver
3. Tree Trimmer
4. Equipment Operator
5. Foreman
6. Mechanic

ARTICLE XVII

PROBATIONARY PERIOD

Section 1.

The Probationary Period of Employment for an Employee hired shall be determined as follows:

a. All Employees covered by this Agreement shall serve a Probationary Period of not less than a ninety (90) day period. The Probationary Period of an Employee may be extended an additional thirty (30) days for a total of one hundred twenty (120) days.

b. During the aforementioned Probationary Period, the Township reserves the right to terminate a probationary Employee

for any reason. Such termination shall not be within the scope of the Grievance Procedure of this Agreement.

c. During the Probationary Period, the Employee(s) will be entitled to all other provisions of the Agreement.

ARTICLE XVIII

SAFETY

Section 1.

The Township shall not require, direct, or assign any Employee to work under unsafe or hazardous conditions. The Employee upon discovering an unsafe or hazardous condition will immediately inform his supervisor. The supervisor will either determine and advise the manner in which the work can be performed safely or direct that the work stop.

Section 2.

Where protective devices are required for the safety of the Employee, the Employee must wear the safety devices while working or while in the required areas.

Section 3.

Employees will not be required to work within a six (6) foot radius around secondary high tension electric lines.

ARTICLE XIX

SENIORITY

Section 1.

a. An Employee must be regular, full-time and permanent in order to be eligible to accrue seniority.

b. An Employee's seniority shall mean a total of all periods of employment within classifications covered by this Agreement since the date of permanent hiring. Seniority of an Employee who is reinstated after a period of lay-off shall be continued retroactively exclusive of period of lay-off.

Section 2.

An Employee shall lose seniority rights upon:

- a. Resignation
- b. Discharge
- c. Failure to report to work within the recall period noted in Article XV.
- d. Expiration of recall rights.

ARTICLE XX

SUSPENSION AND DISCHARGE

Section 1.

An Employee may be suspended, discharged, demoted or reprimanded for just cause only. Just cause shall include, but not be limited to excessive absenteeism, abuse of sick leave, poor work per-

formance, failure to return from an approved leave and insubordination.

Section 2.

An Employee who is suspended or discharged will receive written notice thereof including reason(s) within two (2) working days of said action, and a copy of said notice will be forwarded to the Shop Steward and to the Local Union Office.

ARTICLE XXI
HOURS OF WORK

Section 1.

The Township agrees to schedule each employee for eight (8) hours of work each day and for forty (40) hours of work each week Monday through Friday inclusive. There shall be no split shifts.

The scheduled hours of work are shown below:

7:30 a.m. to 4:00 p.m. (1/2 hour unpaid lunch period).

3:00 a.m. to 11:30 a.m. (1/2 hour unpaid lunch period-

Sweeper Operator). However, the Township reserves the right to reschedule starting time to the extent of one-half (1/2) hour earlier or later than the time stated above. The starting time in effect on any Monday shall remain unchanged for the entire week.

Section 2.

The Township shall allow a non-paid one-half (1/2) hour lunch period each day between the fourth (4th) and fifth (5th) hour of work.

Section 3.

Employee(s) performing emergency snow plowing work for more than four (4) consecutive hours outside their normal work day may take a meal-rest period for one (1) hour after the fourth (4th) consecutive hour of such work.

Section 4.

The Township agrees to allow a paid one-half (1/2) hour lunch period whenever an employee is required to work ten (10) consecutive hours, and an additional period one-half (1/2) hour lunch period for each subsequent four (4) hours of work.

Section 5. Meal Allowance

a. The Township shall grant Employee(s) for each overtime period enumerated in Sections 3 and 4 of this Article a meal allowance not to exceed \$3.00 for each overtime lunch period.

b. In the event the Township releases Employee(s) to obtain meal service at an eating establishment, the Township shall be responsible for a meal allowance not to exceed \$3.00 if the Employee surrenders to the eating establishment a voucher authorization provided by the Township and the Employee shall be responsible for any and all other expenditures if the same are above the \$3.00 allowance. The Township, in any event, shall not be responsible for sales tax as provided by law.

Section 6. Local Disaster Emergencies

a. Local Disaster Emergencies means an unusual incident resulting from natural or unnatural causes which endanger the health, safety or resources of the residents of the Township of Cranford.

b. Declaration of Local Disaster Emergency shall mean a proclamation declaring a State, County, or Local Disaster Emergency to exist issued by the Mayor or Township Administrator when a disaster or emergency has occurred or is imminent which threatens the lives, safety of persons or property of the residents of the Township of Cranford or requires response action by all or several municipal services beyond and/or outside ordinary operational activities or hours of Employees.

c. Response - The Employee(s) agrees to carry out promptly all reasonable instructions issued by their supervisors and every bargaining unit member agrees to make himself available and to promptly answer the call to turn out for work in the event of emergencies declared by the Mayor of the Township of Cranford, or by the Township Administrator in accordance with appropriate State Statutes.

ARTICLE XXII

PAYDAY

Section 1.

Employees will be paid by check every other week. Checks will be distributed during the regular working hours.

Section 2.

When pay day falls on a holiday, insofar as possible and practicable, Employees will be paid on the day preceding the holiday.

Section 3.

Upon request of the individual Employee, vacation pay will be paid, insofar as possible, on the payday prior to the start of the vacation period.

Section 4.

a. One week of regular, straight-time pay will automatically be held back from (1) each Employee hired on or after January 1, 1980, (2) each Employee returning to work after a lay-off on or after January 1, 1980, and (3) such other pay-less periods regardless of reason, in such a manner so that there is always no more or no less than said one week "drag" of held back pay.

b. For those Employee(s) already on the payroll as of December 31, 1979 the one week "drag" of held back regular, straight-time pay will be established by reducing the amount of the payment of the retroactive wages resulting from the ratification of signing of the new contract.

ARTICLE XXIII

RATE OF PAY

Section 1.

The hourly rate of pay for each Employee in the Bargaining Unit

on the payroll at the time of ratification and signing of the 1978, 1979, 1980 and 1981, contract, and hired on or before December 31, 1979 and for each Employee involuntarily terminated due to taking retirement or death and hired on or before December 31, 1979 shall be determined as follows:

- a. Hourly rate of pay shall be based on his position classification as set forth in Schedule "A" which is appended hereto and incorporated herein by reference retroactive to the effective date as set forth in Schedule "A".
- b. Starting rate of pay for each position classification will be seventy-five (.75¢) cents below the prevailing hourly rate of pay; fifty (.50¢) cents below the prevailing rate at the completion of the probationary period of employment, ninety (90) days from date of hiring in the Township Department of Public Works or one hundred twenty (120) days from date of hiring in the Township Department of Public Works, if extended; and at the prevailing wage rate for his position classification one (1) year from date of hiring in the Township Department of Public Works. The application of reduced rates does not apply to custodial staff.

ARTICLE XXIV

LONGEVITY

Section 1.

Each Employee in the Bargaining Unit on the payroll at the time of ratification and signing of the 1978, 1979, 1980, and 1981 contract and hired on or before December 31, 1979 and each Em-

ployee involuntarily terminated due to taking retirement or death and hired on or before December 31, 1979 shall be paid in addition to the hourly rate of pay as set forth in Schedule "A" a longevity increment, when eligible, in accordance with Schedule "B".

Section 2.

The periods of service to determine eligibility for the longevity increment shall be computed as follows:

- a. For an Employee whose anniversary date of employment is between January 1 and June 30 inclusive, periods of service shall be computed from January 1st of the calendar year of hire.
- b. For an Employee whose anniversary date of employment is between July 1st and December 31st inclusive, period of service shall be computed from the next January 1st of the calendar year succeeding the anniversary date of employment.
- c. All periods of service shall be the periods of service with the Township Department of Public Works, must be continuous, and shall be in compliance with the definition of creditable service as defined by the rules and regulations of the Division of Pensions, New Jersey Department of Treasury.
- d. All periods of absence due to Leaves of Absence

without Pay granted at the request of the Employee, disability leave, extended sick leave and lay-offs shall not be considered in determining length of service.

Section 3.

- a. Longevity increment shall be considered as part of base pay in computing holiday pay, vacation pay, and such pay for retirement.
- b. Overtime hourly rate of pay shall be computed by multiplying one and one-half (1.50) times the Employee's base hourly rate of pay in accordance with Schedule "A" plus the longevity increment as set forth in Schedule "B" when eligible.

Section 4.

Each Employee hired in the Township Department of Public Works on or after January 1, 1980 shall be ineligible for a longevity increment.

ARTICLE XXV

OVERTIME

Section 1.

The Township agrees to pay one and one-half (1 1/2) times the Employee's straight-time hourly rate of pay in the following instances:

- a. All hours spent in the service of the Township in excess of eight (8) hours in any twenty-four (24) hour period.
- b. All hours spent in the service of the Township on any Saturday or Sunday.
- c. All hours spent in the service of the Employer prior to the scheduled starting time upon approval of the Employer.
- d. The Township agrees to guarantee an Employee recalled to work after completing a normal day's work, on any day, Monday through Friday, a minimum of two (2) hours work or pay in lieu thereof. This provision is not applicable to an early call-in within two (2) hours before the Employee's normal starting time.
- e. All hours spent in the service of the Township on any Holiday, as listed in Holiday Article, in addition to eight (8) hours straight-time Holiday pay.
- f. An Employee required to report to work on either a Saturday, Sunday or Holiday shall be provided with a minimum of four (4) hours work on such day or four (4) hours pay at one and one-half (1 1/2) hours straight-time hourly rate of pay.

Section 2.

- a. The Township must approve the assignment of all overtime work.

b. There shall be no pyramiding of overtime.

ARTICLE XXVI

UNIFORMS

Section 1.

The Township shall provide at no cost to the Employee the following uniform:

<u>Summer Weight</u>	<u>Winter Weight</u>
3 pair of trousers	3 pair of trousers
3 summer shirts	3 shirts
5 Tee shirts	1 jacket
1 jacket	

Section 2.

The Township shall also provide each Employee with the following gear in addition to protective clothing provided that the nature of the work performed requires the items for reasons of personal comfort or safety as determined by the Employer:

Safety Hat	Safety Glasses
Pair of Boots	Gloves
Rain Suit	Safety Shoes

Section 3.

The Township shall replace uniforms, protective clothing and other issued equipment on a fair wear-and-tear basis, the specific procedure for such replacement to be established by the Employer.

Section 4.

Under no conditions are Employees to use the uniforms for any purpose except for Township activities.

Section 5.

The Union will assist in the selection of the uniforms.

ARTICLE XXVII

WORKING AT DIFFERENT RATES

Section 1.

An Employee assigned to a position classification with a higher hourly rate of pay shall be paid the higher hourly rate of pay in accordance with the following schedule:

Employees assigned at the start of the work day to a position classification with a higher rate of pay shall be paid the hourly rate for the full eight (8) hour shift regardless of whether or not the Employee works at the higher classification for the full day (unless he leaves voluntarily or goes home sick, vacation, etc.).

Section 2.

An Employee will be given the opportunity to fill temporary vacancies from the next lower position classification in order of greatest total employment seniority, provided such Employee is trainable to do the work.

Section 3.

An Employee will not be transferred from a higher rate of pay for

the sole purpose of avoiding payments under this Article.

ARTICLE XXVIII

SEPARATION OF EMPLOYMENT

Section 1.

Upon discharge, the Employee will receive no later than the next pay period all monies to which he is entitled, that is, wages and pro-rata vacation pay.

Section 2.

Upon quitting, the Employee will receive no later than the next pay period all monies to which he is entitled, that is, wages and pro-rata vacation pay, provided that the Employee has notified the Township at least two (2) weeks prior to such quitting.

ARTICLE XXIX

ACCIDENTAL DEATH and DISMEMBERMENT INSURANCE

Section 1.

The Township shall provide to each Employee a Group Term Life and Accidental Death and Dismemberment Insurance Policy with double-indemnity in the face amount of Two Thousand Dollars (\$2,000.00) at no cost to Employee.

Section 2.

The Township reserves the right to change insurance carrier and/or insurance plans so long as substantially similar or greater benefits are provided.

ARTICLE XXX
DENTAL INSURANCE

Section 1.

The Township shall provide to each Employee and the dependents of the immediate family a New Jersey Dental Service Plan (N.J. D.S.P.): Program II-A 50/50 Co-pay Basic, Prosthodontic and Orthodontic Benefits Plan with a maximum of \$1,000.00 per eligible patient per calendar year for Basic and Prosthodontic Benefits and a lifetime maximum of \$500.00 per patient for Orthodontic Benefits.

Section 2.

Each Employee classified by N. J. D.S.P. as one (1) party shall have deducted from his pay \$2.67 per month; each Employee classified by N.J. D.S.P. as two (2) party shall have deducted from his pay \$3.00 per month; and each Employee classified as three (3) party by N.J. D.S.P. shall have deducted from his pay \$4.24 each month until the ratification of the 1978, 1979, 1980 and 1981 Agreement after which, beginning with the first calendar month following said ratification, the Township will assume this cost, or the Township will assume this cost effective January 1, 1980 if said contract is ratified by the Union prior to said date, which ever shall first occur.

Section 3.

The Township reserves the right to change insurance carriers and/or insurance plans so long as substantially similar or greater benefits are provided.

ARTICLE XXXI

HOSPITALIZATION INSURANCE

Section 1.

The Township shall provide to each Employee and the dependents of the immediate family a Blue Cross "UCR" Hospitalization Service Plan with Rider "J", a Blue Shield "UCR" Medical Surgical Plan with Rider "J", and a Blue Cross/Blue Shield Major Medical Plan.

Section 2.

The Township shall provide to each Employee the option, at his own expense, through payroll deduction, to obtain the Blue Cross/Blue Shield Major Medical Plan for their dependents at the prevailing rates until the ratification of the 1978, 1979, 1980 and 1981 Agreement after which, beginning with the first calendar month following said ratification, the Township will assume this cost, or the Township will assume this cost effective January 1, 1980 if said contract is ratified by the Union prior to said date, which ever shall first occur.

Section 3.

The Township reserves the right to change insurance carriers and/or insurance plans, so long as substantially similar or greater benefits are provided.

ARTICLE XXXII

PRESCRIPTION INSURANCE

Section 1.

The Township shall provide to each Employee and the dependents of the immediate family a Blue Cross Prescription \$1.25 Co-pay/No Contraceptives Benefit Program.

Section 2.

The Township shall provide to each Employee, the option at his own expense, through payroll deduction to obtain Prescription Drug Benefits for their dependents at the prevailing rates until the ratification of the 1978, 1979, 1980 and 1981 Agreement after which, beginning with the first calendar month following said ratification, the Township will assume this cost, or the Township will assume this cost effective January 1, 1980 if said contract is ratified by the Union prior to said date, which ever shall first occur.

Section 3.

The Township reserves the right to change insurance carriers and/or insurance plans so long as substantially similar or greater benefits are provided.

ARTICLE XXXIII

PENSIONS and LIFE INSURANCE

Section 1. - Pensions

Each Employee shall be required to participate in the Public Employees Retirement System of New Jersey in accordance with the rules and regulations of the Division of Pensions, New Jersey Department of the Treasury.

Section 2. - Life Insurance

Each Employee shall be eligible to participate in the Group Life Insurance Plan in accordance with the rules and regulations of the Division of Pensions, New Jersey Department of the Treasury.

ARTICLE XXXIV

RETIREE MEDICAL BENEFITS

Section 1.

Each Employee who is eligible in all respects for pension benefits in accordance with rules and regulations of the Division of Pensions, New Jersey Department of the Treasury and retires on or after August 27, 1976 shall be covered by a Blue Cross "UCR" Hospitalization Service Plan with Rider "J", a Blue Shield Medical Surgical Plan and a Blue Cross/Blue Shield Major Medical Plan.

Section 2.

Each Retiree in the month succeeding the month the retiree celebrates his sixty-fifth (65th) birthday will cease to be eligible to participate in the Township's contracted Blue Cross/Blue Shield Hospitalization Service, Medical-Surgical or Major Medical Plans when the retiree is eligible to participate in the Medicare Program.

Section 3.

The Township reserves the right to change insurance carriers and/or insurance plans so long as substantially similar or greater benefits are provided.

ARTICLE XXXV

LEAVE OF ABSENCE WITHOUT PAY

Section 1.

Leave of Absence without pay in excess of five (5) working days shall be taken only with the permission of the Township Committee in accordance with the provisions of Personnel Ordinance No. 69-21, as amended. Employees on leave of absence without pay shall not be eligible for benefits provided for in this Agreement during the absence.

ARTICLE XXXVI

BEREAVEMENT LEAVE

Section 1. - Bereavement Leave

Bereavement Leave with pay, not to exceed three (3) days shall be granted by the Department Head to each Employee in the event of a death of a member of the immediate family, said leave to commence on date of death and continue through day of burial. Such leave is intended to be used for the purpose of handling necessary arrangements and attendance of the funeral of the deceased member of the immediate family.

Section 2. - Immediate Family

Immediate family shall consist of father, mother, spouse, daughter, son, brother, sister, and, one time only, father-in-law and mother-in-law.

Section 3. - Additional Bereavement Leave

Each Employee shall be granted by the Department Head one (1) day of bereavement leave with pay to attend funeral of grandfather, grandmother, brother(s)-in-law, and sister(s)-in-law.

Section 4. - Special Circumstances

Under special circumstances, the Department Head, where he deems fit and proper, may grant additional time-off with pay to an Employee for attending funeral service only for a person other than a member of the immediate family as hereinabove set forth in

this Article. Denial of such request shall not be the basis of a grievance.

ARTICLE XXXVII
DISABILITY LEAVE

Section 1. Definition

Disability Leave shall mean the absence from duty of an Employee because of illness or injury on-the-job as a result of and arising from employment with the Township.

Section 2. Disability Leave Days

Whenever such an Employee is disabled through injury or illness as a result of and arising from employment with the Township as evidenced by a certificate of a physician and by qualification for Workers' Compensation, such Employee may be granted a Leave of Absence by the Township Committee with full pay:

Two (2) calendar weeks for each year of service, not to exceed fifty-two (52) weeks.

Section 3. Disability Benefits Assignment

During the period in which the full salary or wages of any Employee on Disability Leave is paid by the Township, any weekly compensation payments received by the Employee under the Township Workers' Compensation policy or Social Security Disability Benefits, or any other disability benefits provided by a program authorized by the Township shall be assigned to the Township.

Section 4.

Days lost through compensable disability shall not be charged against Sick Leave allowance.

Section 5. Lump Sum Awards

Lump sum compensation awards for permanent disability shall not be deducted from the salary paid by the Township.

Section 6. Board of Physicians

The Township also reserves the right to appoint a physician or Board of Physicians for the purpose of independent determination in cases of repeated disability absences or protracted periods of disability illness, or other justifiable reasons as to whether an Employee is physically able to return to work or is physically able to carry out his assigned duties and remain on work force or such other duties as the Department Head and/or the Township Administrator may assign.

ARTICLE XXXVIII

HOLIDAY LEAVE

Section 1.

Each Employee shall be paid eight (8) hours pay without working for each day recognized as a Holiday in this Agreement.

Section 2.

The following days only shall be recognized as paid holidays for Employees:

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

Section 3.

Any Holiday falling on a Saturday shall be celebrated the preceding Friday. Any Holiday falling on a Sunday will be celebrated the following Monday.

ARTICLE XXXIX

JURY DUTY LEAVE

Section 1.

Each Employee who loses time from his job because of jury duty certified by the Clerk of the Court, shall be paid by the Township the difference between his regular daily rate of pay and monies received from the Court up to a maximum of fifteen (15) work days over two (2) calendar year periods, subject to the following conditions:

1. When jury service is completed prior to 1:00 p.m. the Employee is required to telephone the Township Office and report to work if requested.
2. The Employee must notify his supervisor immediately upon receipt of a summons for jury service.
3. At the Township's request, adequate proof must be presented of time served on a jury and the amount received for such service.

Section 2.

The provisions of this Article do not apply when an Employee voluntarily seeks jury duty service.

ARTICLE XL

MILITARY LEAVE

Section 1.

- a. Any Employee enlisting, inducted, or recalled into active service of the armed forces pursuant to the provisions of the Universal Military Training and Service Act, as amended, shall be granted all rights and privileges provided by the Veterans' Re-Employment Rights Act, as amended.
- b. The rights and privileges under the Veterans' Re-Employment Rights Act are to be applied the strictest interpretation and are to be construed that it is not the intent of the Township to provide any rights or to assume any duties,

obligations, monetary or otherwise, other than rights, duties, and obligations specifically set forth in the Veterans' Re-Employment Rights Act or other applicable Federal laws.

Section 2.

Any Employee who is a member of the organized militia of the Army, Navy, Air Force, Marine or National Guard shall be granted fifteen (15) calendar days of leave each year to perform Annual Active Duty for Training or seventeen (17) calendar days if such Employee is assigned to Advanced Party Duty. Compensation paid by the Township for this period shall be limited to the difference between the base pay for Military Duty and the Employee's regular straight-time rate of pay. Township may request and receive proof of required service and of pay received by such Employee.

ARTICLE XLI

SICK LEAVE

Section 1. Definition

Sick Leave shall mean the absence from duty of an Employee because of illness, accident, or other health cause making Employee unable to perform his normal duties.

Section 2.

Where the service of an Employee is less than one (1) year, the Employee will be allowed one (1) day sick leave with pay for each full month of employment, available to the Employee only after he has accrued sufficient service.

After one (1) full year of service, an Employee will accrue a maximum of fifteen (15) working days per year for absence due to bona fide illness. The fifteen (15) days sick leave credit shall accrue to the Employee on each anniversary date of hiring.

Unused sick leave accumulates with each year of service to a maximum of ninety (90) working days.

Section 3. Sick Leave Days

Sick leave for an Employee hired on or after January 1, 1980 shall be determined as follows:

- a. An Employee shall earn and accrue eight (8) hours of Sick Leave with pay for each full calendar month of employment for a maximum accumulation per annum of ninety six (96.0) hours for a maximum accumulation of one thousand forty (1,040.0) hours for absence due to bona fide illness.
- b. When accumulated unused Sick Leave falls below one thousand forty (1,040.00) hours, Sick Leave may subsequently accumulate at the rate of eight (8) hours for each calendar month of employment until a maximum of one thousand forty (1,040.00) hours is again reached.

Section 4.

The Township will analyze the availability and desirability of instituting a wage continuation insurance plan for an Employee absent from duty and unable to perform assigned duties because of illness, accident, job related injury, or other health causes making Employee unable to perform his normal duties.

Section 5. Notification

All Sick Leave shall be reported to the Department Head on a form prescribed by the Township who shall in turn report in writing such absences to the Township Administrator and Director of Finance.

Section 6.

Every absence on account of sickness in excess of three (3) or more working days must be certified by a written statement from the attending physician.

Section 7.

The Township reserves the right to take reasonable steps to verify and certify absences due to illness. The Township also reserves the right to send a physician, visiting nurse, or other appropriate official to report on the condition of the Employee.

Section 8.

The Township also reserves the right to appoint a physician or Board of Physicians for the purpose of independent determination

in cases of repeated absences or protracted periods of illness, or other justifiable reasons as to whether an Employee is physically able to carry out his duties and remain on work force.

Section 9.

Sick Leave with pay will not be allowed under the following conditions:

- a. If an Employee, when under medical care, fails to comply with the order of the attending physician.
- b. If the opinion of an examining physician retained under Township authorization discloses the Employee's illness is wilfully self-imposed.
- c. If the opinion of an examining physician retained under Township authorization declares the illness is not of sufficient severity to justify the Employee's absence from duty.
- d. If the Employee is unable to perform his duties because of illness, accident or other health causes resulting from employment other than with the Township.
- e. Malingering.

Section 10. Additional Sick Leave

In unusual cases of prolonged illness, the Township Committee may, by resolution, grant Sick Leave at one-half (1/2) rate of pay to an Employee over the time allowed and available for use in Sections 2 and 3 hereinbefore set forth in this Article to a maximum of twenty-six (26) additional weeks, such pay to be

reduced by any Social Security disability benefits received or any other disability benefits received provided by a program authorized by the Township.

No request for such Sick Leave shall be initiated until all other leave such as compensatory time, vacation time, etc. is exhausted. Denial of approval of such request by the Township Committee shall not be the basis of a grievance.

Section 11. Compliance

Failure of an Employee to comply with any or all the provisions of this Article or other administrative procedures can result in loss of pay for days claimed and reported as Sick Leave for bona fide illness.

ARTICLE XLII

TERMINAL LEAVE

Section 1. - Regular Terminal Leave

Each Employee having accrued fifteen (15) or more years of creditable service with the Township of Cranford shall be entitled to Terminal Leave at the rate of one and one-half days for each year of creditable service at the then current rate of pay.

ARTICLE XLIII

VACATION LEAVE

Section 1. Vacation

The Township shall grant annual vacation leave with pay to each Employee covered under this Agreement. The Employee shall earn and accrue annual vacation leave with pay in accordance with the following schedule:

<u>Completed Years*</u>	<u>Amount of Service</u>
Less than 1 year	1 work day for each calendar month of service not to exceed ten (10) working days.
1 - 8 (Continuous)	10 working days
9 - 15 "	15 working days
16 - 24 "	20 working days
25 - 29 "	25 working days
30 and over "	30 working days

*An Employee in order to be eligible for vacation leave with pay must be a full-time regular employee, completed years of service must be continuous, and the number of years of continuous service shall be determined as of the first day of January of each year.

Section 2.

- a. For an Employee hired on or after January 1, 1980.

<u>Completed Creditable Years of Total Service*</u>	<u>Working Day(s) Earnable and Accrueable per worked month</u>	<u>Maximum Working Days Earnable and Accrue- able per year</u>
Less than 1 year	Eight (8.0) hours or 1 working day for each full calendar month of employment	Eighty (80) hours or ten (10) work days
2 thru 8 (continuous)	Eight (8.0) hours or 1 work day	Eighty (80.0) hours or ten (10.0) work days
9 thru 16 (continuous)	Ten (10.0) hours or 1.25 work days	One hundred twenty (120.0) hours or fifteen (15.0) work days
17 thru 24 (continuous)	Fourteen (14.0) hours or 1.75 work days	One hundred sixty (160.0) hours or twenty (20.0) work days
25 thru 32 (continous)	Eighteen (18.0) hours or 2.25 work days	Two hundred (200.0) hours or twenty-five (25.0) work days
32 or more (continuous)	Twenty (20.0) hours or 2.50 work days	Two hundred forty (240.0) hours or thirty (30.0) work days

*Creditable years of service shall be as defined by the Division of Pensions, New Jersey Department of Treasury and the Employee shall be eligible for the increased Vacation Leave Benefit in the calendar year in which the anniversary of completing the indicated creditable worked years of service occurs.

- b. Each Employee hired on or after January 1, 1980 with one (1) year or less of service shall earn and accrue Vacation as hereinabove set forth in Section 2 of this Article but can be taken only after the first anniversary of date of employment.

- c. Each Employee hired on or after January 1, 1980 with more than one (1) year of service shall earn and accrue Vacation as hereinabove set forth in Section 2 of this Article but can be taken only after the second anniversary of date of employment. Subsequent to the second anniversary of date of employment the remaining provision of Section 2 above of this Article shall apply.

Section 3. Holiday

An additional day of vacation shall be added to the vacation period if a Holiday listed herein falls within the authorized vacation period.

Section 4. Scheduling

- a. Vacations must be taken between January 1st and December 31st.

All vacations are to be scheduled subject to the approval of the Department Head. Vacation schedule requests are to be submitted to the Department Head no later than April 1st and to the Township Administrator no later than May 1st for review.

- b. Seniority within job classification shall be the basis for determining preference of vacation.

Section 5. Split Vacation

- a. An Employee may request a "split" vacation subject to the approval of the Department Head and Township Administrator without recourse to the Grievance Procedure over such denial.
- b. An Employee may request a day of vacation leave in one-half (1/2) day increments, subject to prior approval of the Department Head, provided that a written request is made at least twenty-four hours ahead of the day on which the one-half (1/2) day of vacation is to be taken. In an emergency this twenty-four (24) hour notice may be waived.

Section 6. Carry-Over

An Employee may, upon written request to the Township Committee through the Township Administrator, be granted permission by the Township Committee to carry-over not more than five (5) working days of vacation.

Section 7 Notification

All Vacation Leave shall be reported to the Department Head on a form prescribed by the Township who shall in turn report, in writing, such absences to the Township Administrator and Director of Finance.

ARTICLE XLIV
COMPENSATION CLAIMS

Section 1.

- a. The Township shall provide Worker's Compensation Insurance or the equivalent thereof for each Employee for on-the-job injury arising out of or in the course of employment in accordance with N.J.S.A. 34:15-1 et seq., as amended.
- b. The Township agrees to cooperate toward the prompt settlement of Employee on-the-job injury claims when such claims are due and owing under provisions of N.J.S.A. 34:15-1 et seq., as amended.

Section 2.

In the event that an Employee is injured on-the-job, the Township shall pay such Employee his day's wages for the day lost because of such injury. An Employee who is injured on the job and is sent home or to a hospital or who must obtain medical attention shall receive pay at his applicable hourly rate of pay for the balance of his regular shift and such overtime pay he would have received had he not been injured.

Section 3.

An Employee who has been authorized to return to his regular duties after sustaining a compensable injury and who is required by the Worker's Compensation doctor to receive additional medical

treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for such time provided it is reasonable and treatment cannot reasonably be scheduled at any other time.

ARTICLE XLV
LAVATORY FACILITIES

Section 1.

The Township agrees to maintain a clean sanitary washroom having hot and cold running water and toilet facilities in accordance with State statute.

ARTICLE XLVI
LIE DETECTOR TEST

Section 1.

The Township shall not require an Employee to take a polygraph or lie detector test or any other form of lie detector test.

ARTICLE XLVII
PROTECTION OF RIGHTS

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an Employee refuses to enter upon any property involved in a primary

labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line, of Unions party to this Agreement, and including primary picket lines at the Employer's places of business.

This will not apply to any slowdown, work stoppage or strike action not duly authorized by the proper Union officials.

Every effort, however, must be made to make certain that the operation of the Public Works Department will not be hampered or hindered in any way. Should a primary strike be in effect at our supplier of goods or services, critical to the operation of the Department, no effort will be made by the Union to prevent the Employer's representative from procuring such goods or services.

ARTICLE XLVIII

SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement or of any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained,

shall not be affected thereby.

ARTICLE XLIX

SPECIAL LICENSES

Section 1.

The Township agrees to pay the fee for the granting or renewal of any special licenses (other than driver's licenses) which an Employee is required by law to have in the performance of the duties and responsibilities covered by his job classification.

ARTICLE L

SUB-CONTRACTING

For the purpose of preserving work and job opportunities for the Employees covered by this Agreement, the Employer agrees that no work or services of the kind, nature or type covered by presently performed or hereafter assigned to the Collective Bargaining Unit will be sub-contracted, transferred, leased, assigned or conveyed in whole or in part to any other person or non-unit Employees.

However, the Employer may sub-contract work only if the following conditions are met:

1. There are no Employees on lay-off with unexpired recall rights.
2. No Employees will be laid off during the period of the work being sub-contracted.
3. The work cannot be done by the existing Employees within

the time such work is required to be completed. However, this does not prevent the Township from entering into an Agreement with an outside source to provide work or services presently performed by Bargaining Unit Employees, provided the matter is discussed with the Union, that no Employee will be laid off as a result of such sub-contracting, and any reduction in the work force will be made by attrition only; retirement, death, resignation and/or separation for just cause. This provision shall not be used to circumvent the terms of this Agreement or destroy the Bargaining Unit.

ARTICLE LI

DURATION

This Agreement shall commence as of January 1, 1978, and shall remain in full force and effect up to and including December 31, 1981. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no later than October 1, 1981 of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Cranford, New Jersey on this 4th day of March, 1980.

LOCAL NO. 866, A/W I.B.T.

TOWNSHIP OF CRANFORD
UNION COUNTY, NEW JERSEY

By Edward Buchowski
Chris Ozuko
Walter P. Korman
Wayne Murray
Charles M. Dick

Henry A. Dreyer

Attest:
Louise P. Conte
John P. ...
Joseph P. ...

Attest:
E. Mungley

SCHEDULE "A"

Section 1. The hourly rate of pay for an Employee shall be as set forth in Schedule A according to his permanent classification in accordance with the effective dates set forth in said table and subject to the provisions of the Working at Different Rates Article.

	1978		1979		1980		1981				
	Jan. 1		Jan. 1		Jan. 1		Jan. 1	July 1			
<u>Hourly Employees</u>											
<u>Hourly Rate</u>											
Laborer	5.14		5.48		5.74		5.98		6.24		6.50
Driver	5.42		5.76		6.02		6.26		6.52		6.78
Tree Trimmer	5.84		6.18		6.44		6.68		6.94		7.20
Equip. Operator	6.04		6.38		6.64		6.88		7.14		7.40
Working Foreman	6.48		6.82		7.08		7.32		7.58		7.84
Mechanic	6.86		7.20		7.46		7.70		7.96		8.22
<u>Salaries</u>											
<u>Per Annum Rate</u>											
Asst. Custodian	7,238.40		7,945.60		8,486.40		8,985.60		9,526.40		10,067.20
Head Custodian	11,606.40		12,313.60		12,854.40		13,353.60		13,894.40		14,435.20

SCHEDULE "B"

Section 1.

Each Employee having completed five (5) years and ten (10) years, respectively, of creditable service with Township Department of Public Works shall be paid a longevity increment in accordance with the provisions of the Longevity Article in accordance with herein below schedule. Hourly Longevity increment rate schedule represents the actual absolute rate for each classification for the five (5) year and ten (10) year service column respectively.

a. For the calendar years 1978 and 1979

Permanent Position Classification	<u>5 Years Service Hourly Longevity Increment Rate</u>	<u>10 Years Service Hourly Longevity Increment Rate</u>
Laborer	.10	.16
Driver	.10	.16
Tree Trimmer	.12	.18
Equipment Operator	.12	.18
Mechanic	.14	.20
Working Foreman	.14	.20

b. For the calendar years 1980 and 1981

Laborer	.12	.18
Driver	.12	.18
Tree Trimmer	.14	.20
Equipment Operator	.14	.20
Mechanic	.16	.22
Working Foreman	.16	.22

Section 2.

See Section 4. of Longevity Article XXIV.

SCHEDULE "C"

Section 1.

The hourly or annual rate of pay for an Employee on or after January 1, 1980 shall be Step 1 and the annual increases on the anniversary date of Employment shall be Step 2 through 5 as set forth in Schedule below according to permanent classification subject to the provisions of the Working at Different Rate Article.

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
a. <u>For calendar year 1980</u>					
Assistant Custodian	8,777.60	9,484.80	10,192.00	10,899.20	11,606.40
Laborer	4.46	4.82	5.18	5.54	5.90
Driver	4.94	5.34	5.74	6.14	6.54
Tree Trimmer	5.26	5.68	6.10	6.52	6.94
Equipment Operator	5.62	6.06	6.50	6.94	7.38
Head Custodian	11,689.60	12,604.80	13,520.00	14,435.20	15,350.40
Working Foreman	6.34	6.84	7.34	7.84	8.34
Mechanic	6.70	7.24	7.78	8.32	8.86

b. <u>For calendar year 1981</u>					
Assistant Custodian	9,276.80	10,025.60	10,774.40	11,523.20	12,272.00
Laborer	4.70	5.08	5.46	5.84	6.22
Driver	5.26	5.68	6.10	6.52	6.94
Tree Trimmer	5.62	6.06	6.50	6.94	7.38
Equipment Operator	5.98	6.46	6.94	7.42	7.90
Head Custodian	12,438.40	13,436.80	14,435.20	15,433.60	16,432.00
Working Foreman	6.70	7.24	7.78	8.32	8.86
Mechanic	7.10	7.66	8.22	8.78	9.34