

**AGREEMENT BETWEEN**  
**THE TOWN OF CLINTON**  
**&**  
**TEAMSTERS LOCAL**  
**UNION NO. 469**

**January 1, 2021 -December 31, 2025**

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## AGREEMENT

This Agreement, entered into this 28<sup>th</sup> day of April, 2021, between Local Union No. 469, with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "UNION" and the TOWN OF CLINTON, DEPARTMENT OF PUBLIC WORKS, hereinafter referred to as the "EMPLOYER".

The effective date of this agreement is: January 1, 2021 to December 31, 2025.

The EMPLOYER and the UNION agree as follows:

It is intended that this codification be utilized for future amendments, supplements and future agreements between UNION and EMPLOYER with insert pages being keyed to the specific reserved sections, as set forth in the Index.

### ARTICLE I – RECOGNITION

1. The EMPLOYER recognizes LOCAL UNION NO. 469, I.B.T. as the sole and exclusive bargaining agency for all non-supervisory blue collar employees, within the Town of Clinton Department of Public Works, which include Roads, Buildings & Grounds, Water and Sewer, in all matters pertaining to rates of pay, wages (salaries), hours of work, benefits, and other terms and conditions of employment as certified May, 2004 by P .E.R. C.
2. The provisions of this Agreement shall apply to all accretions to the bargaining unit(s), including, but not limited to, new job classifications or groups of employees not presently provided for, newly established or acquired facilities and/or consolidation of facilities.
3. Excluded are managerial executives, professional and craft employees, confidential employees, office clericals, policemen, and supervisors within the meaning of the Act.
4. The word "Act", wherever used in the Agreement shall specifically refer to "New Jersey Employer-Employee Relations Act".

### ARTICLE 2 - SUPERVISORY AND OTHER EXCLUDED PERSONNEL

1. At no time will any excluded employee or employees with supervisory authority be permitted to perform any work covered by this Agreement except for the following reasons:
  - A. If all employees represented by this Agreement are currently assigned other tasks, and/or have been offered the work but declined, or
  - B. Purposes of instruction, training and/or in the absence of qualified people.
2. This provision shall not be used to deprive employees the opportunity to earn wages.

### **ARTICLE 3 -DUES CHECK-OFF**

1. The EMPLOYER agrees that it will, as authorized hereinafter in each month, deduct the union dues from the pay of each employee and transmit the same with a list of such employees to the Secretary-Treasurer of LOCAL UNION 469, within ten (10) days after the dues are deducted.
2. After an employee has been employed for thirty-one (31) days, the EMPLOYER agrees to deduct the initiation fee in four (4) consecutive weekly payments and to transmit the same as above set forth.
3. The UNION agrees to furnish written authorization, in accordance with law, from each employee authorizing these deductions.
4. The UNION will furnish the EMPLOYER a written statement of the dues and initiation fees to be deducted.
5. The UNION dues shall be deducted in two (2) pay periods each month. One-half (1/2) in the second pay period and one-half (1/2) in the fourth pay period.
6. The UNION agrees that it will indemnify and save harmless the Town of Clinton against any and all actions, claims, demands, losses or expenses in any matter resulting from action taken by the EMPLOYER at the request of the UNION under this Article.

### **ARTICLE 4 - MANAGEMENT RIGHTS**

1. The executive management and administrative control of the Department and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Town of Clinton.
2. To make rules of procedure and conduct (as amended), to use improved methods and equipment, to determine work schedules and shifts as well as duties, to decide the number of employees needed for any particular time to be in sole charge of the quality and quantity of the work required.
3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or effective operation of the Department after advance notice thereof to the employees to require compliance by the employee is recognized.
4. To hire all employees, transfer, assign or retain employees.
5. To suspend, demote or take any other appropriate disciplinary actions against any other employee for good cause according to law.

6. Nothing contained herein shall prohibit the EMPLOYER from contracting out any work as long as it is consistent with PERC'S case law that addresses subcontracting.
7. To lay off employees in the event of lack of funds.
8. The EMPLOYER reserves the right to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient operations of the Departments involved.
9. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Town, the adoption of policies, rules, regulations and practices in the furtherance therewith, and the use of judgment and discretion on connection therewith, shall be limited only by the specific and expressed terms hereof in conformance with the constitution and the laws of New Jersey and the United States.
10. Nothing contained herein shall be construed to deny the EMPLOYER of its rights, responsibilities and authority under N.J.S.A. 40A:1-1 et. seq., or national state, county or local regulations.

#### **ARTICLE 5 – INSPECTION PRIVILEGES**

1. Authorized Agents of the UNION shall have access to the EMPLOYER'S establishment during working hours, at a time of mutual convenience to the EMPLOYER and the UNION, for the purpose of disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to provided, however, that there is no interruption of the EMPLOYER'S working schedule.

#### **ARTICLE 6 – JOB STEWARDS**

1. The EMPLOYER recognizes the right of the UNION to designate jobs stewards and alternates. The authority of job stewards and alternates so designated by the UNION shall be limited to, and shall not exceed the following duties and activities:
  - A. The investigation and presentation of grievances in accordance with the provision of the collective bargaining agreement.
  - B. The collection of dues when authorized by appropriate local union action.
  - C. The transmission of such messages and information which originate with and are authorized by the local union or its officers, provided such messages and information:
    - i. have been reduced to writing, or
    - ii. if not reduced to writing are of a routine nature and does not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the EMPLOYER'S function and operations.
2. Job Stewards and alternates have no authority to take strike action, or any other action interrupting the EMPLOYER'S operations.

The EMPLOYER recognizes these limitations upon the authority of Job Stewards and their alternates, and not hold the UNION liable for any unauthorized acts. The EMPLOYER in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Job Stewards or alternates have taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

Stewards shall be permitted, with the permission of the supervisor, to investigate, present and process grievances on or off the property of the EMPLOYER, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/ or weekly overtime.

## **ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE**

1. A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any dispute between the parties involving interpretation of application of any provision of this Agreement

The purpose of this procedure is to secure a solution to grievances as defined above. The parties agree that grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall bypass any step of the grievance procedure except as expressly agreed to between the parties. This grievance procedure constitutes the sole and exclusive methods for raising and disposing of controversies within the definition of the term.

2. An aggrieved employee shall present his grievance in writing within twenty (20) days of its occurrence or such grievance will be deemed waived.

In the event of such grievance, the steps hereafter set forth shall be followed:

**Step 1.** The employee and the steward or the employee individually but in the presence of a steward shall take up the complaint with the Superintendent of Water or Superintendent of Sewer (as applicable). In the event the complaint is not satisfactorily settled within three (3) working days, the employee or the steward may forward the grievance to the next step in the procedure.

**Step 2.** If the Union wishes to appeal the decision of the Superintendent of Water or Superintendent of Sewer such appeal shall be presented in writing to the Town's Public Works/Business Administrator or his designee, within seven (7) days after exhausting Step 1. The Public Works/Business Administrator shall render a decision within fifteen (15) days after his review.

**Step 3.** If the Union wishes to appeal the decision of the Public Works/Business Administrator, such appeal shall be presented in writing to the Mayor and Council or its designee within fifteen (15) calendar days after the grieved party has received notification of the decision made in Step 2. This presentation shall provide copies of all previous

correspondence relating to the matter in dispute. The Mayor and Council or its designee shall respond, in writing, to the grievance within thirty (30) calendar days of the submission.

**Step 4.** The UNION representatives and the EMPLOYER representative, or any such designated person, shall meet to discuss the grievance within seven (7) working days at the completion of Step 3. In the event of failure to reach a satisfactory adjustment of the grievance within fifteen (15) working days, the grievance may be taken to arbitration by either party upon notice to the other party.

If, in any of the foregoing steps either party fails to carry out the procedure involved in these steps, only the UNION or the EMPLOYER may take the dispute to arbitration

#### **ARTICLE 8 - ARBITRATION**

1. An arbitratable grievance shall be limited to interpretation or application of any provision of this Agreement.
2. Either party may apply to the New Jersey State Board of Mediation for the appointment of an arbitrator.
3. The decision of the arbitrator shall be final and binding upon the parties hereto and the arbitrator's fees shall be borne equally by the parties.
4. It is intended that all differences between the EMPLOYER and the UNION involving interpretation or application of this Agreement shall be settled through the grievance and arbitration provisions of the Agreement. Employees shall exhaust their remedies through the grievance and arbitration provisions of this Agreement.

#### **ARTICLE 9 - NO STRIKE-NO LOCKOUT**

1. It is recognized that the need for continued and uninterrupted operation of Town departments is of paramount importance to the citizens of the community and that there should be no interference with such operations.
2. The UNION agrees that during the term of this agreement, neither the Union nor any members of the Union, nor any member of the bargaining unit, nor any person acting in its behalf will cause, authorize or support any of its members take part in a strike (i.e. the concerted failure to report to duty or willful absence of any employee from their position or stoppage of work in whole or part) work stoppage, slowdown, walk-out or other job action against the Town.
3. The UNION agrees that it will do everything in its power to actively discourage any afore-mentioned activity, including but not limited to publically disavowing such action and directing all members who participate in such activities to cease and desist from such activities and return to work immediately.

## **ARTICLE 10 - DISCHARGE OR SUSPENSION**

1. The EMPLOYER shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of any employee, the EMPLOYER must immediately notify the employee in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the shop steward and a copy mailed to the UNION office within one (1) working day from the time of the discharge or suspension.
2. In respect to discharge or suspension, the EMPLOYER must give at least one (1) warning notice, when it is practicable to do so, of the specific complaint against such employee, in writing, and a copy of the same to the UNION and its shop steward. The warning notice as herein provided shall not remain in effect for a period of more than eighteen (18) months from the date of the occurrence upon which the complaint and warning notice are based.
3. A discharged or suspended employee must advise his UNION in writing within five (5) working days after receiving notification of such action against him, of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the EMPLOYER, in writing, within ten (10) days from the date of discharge and/or suspension.
4. Should it be proven that an injustice has been done to a discharged or suspended employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity. If the UNION and the EMPLOYER are unable to agree as to the settlement of the case, then it may be referred to the grievance machinery as set forth in Article 7, within fifteen (15) calendar days after the above notice of appeal is given to the EMPLOYER.

## **ARTICLE 11 - SEPARATION OF EMPLOYMENT**

1. Upon discharge/termination the EMPLOYER shall pay all money due to the employee, which includes pro rata vacation and personal pay, due to the employee.
2. Upon quitting, the EMPLOYER shall pay all money due to the employee, which includes pro rata vacation and personal pay, on the pay day in the week following such quitting.
3. In the event the employee has used more pro rata days above at the time of their separation from employment, the Town will deduct any over-payments from the employee's final paycheck, and make payment on the balance. In the event that the employee has exceeded their pro rata days in an amount that exceeds their final paycheck amount, they will not be entitled to receive any payment and the employee agrees to submit reimbursement to the Town in the amount of the overpayment.

## **ARTICLE 12 - UNION BULLETIN BOARD**

1. The EMPLOYER agrees to provide a bulletin board in a conspicuous place in each facility where employees report to work. Posting by the UNION on such bulletin boards are to be confined to official business of the UNION.

## **ARTICLE 13 - NON-DISCRIMINATION**

1. Neither the EMPLOYER nor the UNION will discriminate against any employee or those seeking employment because of age, race, creed, color, sex or national origin, nor because of membership or non-membership in any church, society, or fraternity.
2. Any employee member of the UNION acting in any official capacity whatsoever shall not be discriminated against for his acts as such officer of the UNION so long as such acts do not interfere with the conduct of the EMPLOYER'S operation, nor shall there be any discrimination against any employee because of UNION membership or activities.

## **ARTICLE 14 - WORK ASSIGNMENTS**

1. The EMPLOYER agrees not to direct or require employee(s) to perform any work other than the work prescribed of the individual employee(s) classification (see Schedule B), unless otherwise specifically provided for on this Agreement.
2. Employees shall be assigned to work in their primary classification when work is available. When there is no work in an employee's particular classification, he will be assigned to the next lowest classification where work is available without loss of pay.
3. Employees shall not be assigned to lower classified work while any lower classified employee is assigned to work in their particular classification.

## **ARTICLE 15 - SAFETY**

1. The EMPLOYER shall not require, direct, or assign any employee to work under unsafe or hazardous conditions, as determined by applicable standards of federal, state or municipal agencies. The employee, upon discovering an unsafe or hazardous condition, will immediately tell his supervisor. The supervisor will both determine and advise how the work can be performed safely or finding the work cannot be performed safely, will stop the work.
2. In the event an employee makes a complaint to his supervisor concerning an alleged unsafe or hazardous condition, the Supervisor must within five (5) days give a report in writing to the Superintendent of Water or Sewer setting forth the disposition of said complaint. Upon review of said report the Superintendent will review the matter and the Superintendent will make a final determination concerning same. If the employee is not satisfied with the Superintendent's decision concerning the alleged unsafe or hazardous

condition, a grievance may be commenced as set forth herein. The employees are subject to disciplinary action if they do not use Employers supplied safety equipment.

#### **ARTICLE 16 - NOTIFICATION TO THE UNION**

1. The EMPLOYER will notify the UNION in writing of all promotions, demotions, transfers, suspensions, and discharges within the bargaining unit.
2. The EMPLOYER will notify the UNION in writing prior to a layoff within the bargaining unit.
3. The EMPLOYER will provide the UNION with an updated list of covered employees showing name, address, classification, and social security number.
4. The EMPLOYER will notify the UNION of additions and deletions to payroll of covered employees as they occur.

#### **ARTICLE 17 - PROBATIONARY PERIOD**

1. All newly hired employees shall serve a probationary period of ninety (90) calendar days. During this probationary period the EMPLOYER reserves the right to terminate a probationary employee for any reason. Such termination shall not have recourse through the grievance and arbitration provisions of this Agreement. This period may be extended by mutual agreement for an additional thirty (30) days if necessary.

#### **ARTICLE 18 - SENIORITY**

1. Seniority will mean a total of all periods of employment with the Town of Clinton except that an employee shall lose seniority rights for any one of the following reasons:
  - A. Voluntary resignation
  - B. Discharge for just cause.
  - C. Failure to return to work within ten (10) working days after being recalled by registered or certified mail, unless due to actual illness or accident. (The EMPLOYER may require substantiating proof of illness or accident.)
  - D. Continuous layoff beyond recall period for reemployment outlined in this Agreement.

#### **ARTICLE 19 - LAYOFFS AND RECALL**

1. In the event the EMPLOYER reduces the working force, the following procedure shall apply:
  - A. Employees shall be laid off in the order of least total employment seniority, regardless of classification, providing the senior employees can perform the remaining work available.

- B. Notice of such layoffs will be given at least forty-five (45) days before the scheduled layoff.
- C. A laid off employee shall have preference for re-call for a period of two (2) years after the date of their separation from employment.
- D. The EMPLOYER shall rehire laid off employees in the order of greatest employment seniority. Under no circumstances whatsoever shall the EMPLOYER hire from the open labor market while any employee has an unexpired term of preference for recall provided the employee shall be qualified and capable of performing the work and is ready and willing and able to be re-called. The EMPLOYER in making a determination as to an employee's qualifications or capabilities shall not be arbitrary.
- E. 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. Employee shall notify the EMPLOYER within five (5) working days of receipt of notification of intent to return to work within ten (10) working days from the date of notification.

#### **ARTICLE 20 - POST AND BID PROCEDURE**

1. The EMPLOYER agrees to fill all job vacancies and promotions for positions covered under this agreement after posting the job description on the union bulletin board for eleven (11) days. The senior most qualified employee shall be given a ninety (90) day trial period and if for any reason is unsuccessful in his/her efforts they shall be returned to their original classification without loss of pay.

#### **ARTICLE 21 - JOB CLASSIFICATION SHEETS**

1. The EMPLOYER will prepare and make available to the UNION job classification sheets defining the principal functions of each job classification covered by this Agreement and any new classification coming under this Agreement.
2. At least thirty (30) days before putting a new classification into effect, the EMPLOYER shall give the UNION a job classification sheet. The EMPLOYER agrees that in establishing new classification, the existing classifications at that time will not in any way be eroded. The UNION may recommend changes in the classification sheet and discuss with the EMPLOYER the hourly rate of pay.

#### **ARTICLE 22 - HOURS OF WORK**

1. The EMPLOYER 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 normal scheduled hours of work are shown below:

7:00a.m. to 3:30p.m

From time-to-time, between Memorial Day and Labor Day, the Employer reserves the right to adjust the scheduled hours of work should the need arise.

2. The EMPLOYER shall allow an unpaid one-half (1/2) hour lunch period each day between the fourth (4th) and fifth (5th) hour of work. The EMPLOYER also agrees to schedule two fifteen (15) minute breaks during every eight-hour shift.
3. The EMPLOYER agrees to allow a paid one-half (1/2) hour lunch period whenever an employee is required to work ten (10) consecutive hours at the start of the eleventh (11th) hour and an additional one-half (1/2) hour lunch period for each subsequent four (4) hours of work.
4. The EMPLOYER agrees to guarantee an employee a minimum of three (3) hours of work or pay in lieu thereof at the applicable premium rate of pay whenever such employee is called in to work outside regular hours on any day, including Saturday, Sunday and holidays. With conditions permitting and in accordance with the agreed procedures for call-in, two men will be called in as a safety precaution, based on the policies and procedures established by the EMPLOYER. Illustrations of such activities include, but are not limited to the following:
  - A. Salting, fallen trees where they have to be cut up, tree limbs down, chemical spills, sewer or water problems, and the like.
5. The EMPLOYER agrees not to require or in any way solicit any employee to take time off to compensate for time worked in excess of eight (8) hours in a work day or forty (40) hour in a work week.

### **ARTICLE 23 – STAND-BY, OVERTIME, AND CALL-OUT**

1. Department of Water and Roads Stand-by, Overtime, and Call-out
  - A. A water emergency water main/service breaks or leaks, water meter issues, emergency utility mark-outs, unscheduled work, response for assistance from the Town of Clinton Police Department, and the like
  - B. A road emergency includes, but is not limited to salting, fallen trees where they have to be cut up, tree limbs down, chemical spills, barricade setup/removal, flooding, unscheduled work, and response for assistance from the Town of Clinton Police Department, and the like.
  - C. The policies and procedures for stand-by, overtime, and call-out within the Department of Water and Roads are attached hereto as Schedule C. It should be noted that the Town of Clinton reserves the right to amend this policy as-needed to ensure the efficient operation of the said department.

2. Department of Sewer

- A. A sewer emergency includes, but is not limited to clogged sewer lines/laterals owned by the Town, various alarms on waste water treatment equipment or facilities (IE: Pump Station Alarms, Fire Alarms, etc.), power outages at the waste water treatment plant, equipment malfunctions, unscheduled work, response for assistance from the Town of Clinton Police Department, and the like.
- B. The policies and procedures for stand-by, overtime, and call-out within the Department of Sewer are attached hereto as Schedule C. It should be noted that the Town of Clinton reserves the right to amend this policy as-needed to ensure the efficient operation of the said department.

3. Snow and Ice Control

- A. A snow or ice control emergency includes, but is not limited to the salting of roads, snow plowing, and any snow-related response for assistance from the Town of Clinton Police Department.
- B. The policies and procedures for stand-by, overtime, and call-out during snow/ice related events are attached hereto as Schedule C. It should be noted that the Town of Clinton reserves the right to amend this policy as-needed to ensure the efficient operation of the said department.

4. Stand-by

- A. Employees will receive one (1) hour standby pay at a rate of time and one half (1 1/2) for every one hour of standby time when employees are required to remain at work.
- B. Employees will receive one (1) hour standby pay at the rate of time and one half (1 1/2) for every four (4) hours of standby time when employees are required to be on standby, yet not required to remain at work.
- C. Employees will receive a daily stipend of twenty-five dollars (\$25) standby pay for each Saturday and Sunday when employees are required to be on standby, yet not required to remain at work.
- D. There is no guarantee of a minimum number of hours for standby time.

5. Meal Allowance

- A. The EMPLOYER agrees to provide a Ten Dollar (\$10.00) meal(s) allowance for those employees working overtime in excess of three hours. The meal(s) allowance is to be used for meal(s) consumed during the overtime period, to which proof of food purchase must be provided by the employee prior to receiving said allowance.

6. Miscellaneous

All employees covered by this agreement will not be required to work a period greater than twenty-four (24) hours straight pursuant to Maggie's Law (N.J.S.A. 2C:11-5).

**ARTICLE 24 - RATES OF PAY**

1. Employees will be classified in accordance with skills used and shall be paid not less than the minimum for such classifications, in accordance with the Table of Job Classifications, as attached hereto, and Rates of Pay in Schedule "A", which are attached hereto and made a part of this Agreement together with any and all amendments and supplements which are agreed to in the future and specifically incorporated by reference into this Article and Codification.

**ARTICLE 25 - WORKING AT DIFFERENT RATES/HIGHER CLASSIFICATION**

1. Temporary promotions shall be offered to the qualified employee with the greatest employment seniority from within the next lower classification; if no such employee exists, then the offer shall be made to the qualified employee with the greatest employment seniority from within the second next lower classification, etc.
2. Employees assigned to a higher classification for greater than two (2) working days shall be compensated @ Two Dollars (\$2.00) per hour more than their normal rate of pay for all hours worked.

**ARTICLE 26 - PREMIUM PAY**

1. The EMPLOYER agrees to pay premium wages in accordance with the following rules. One and one-half (1-1/2) times the straight time hourly rate shall be paid for:
  - A. All hours spent in the service of the EMPLOYER in excess of eight (8) hours in any twenty-four (24) hour period.
  - B. All hours spent in the service of the EMPLOYER on any Saturday.
  - C. Whenever a snow assignment is uninterrupted and continues into the employees next regularly scheduled work day, all hours worked during said assignment shall be at premium pay, until such time as the Mayor or his appointed representative determines that the roads are open.
2. The opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earning within each class of work, provided the employee is qualified; mentally and physically, to perform the overtime assignment.
3. Double (2x) times the straight time hourly rate shall be paid for all hours spent in the services of the EMPLOYER for all time spent in the service of the EMPLOYER on any Holiday. This payment shall be in addition to normal holiday pay.

## **ARTICLE 27 - PAY DAY**

1. Employees will be paid all earnings by check in accordance with the Towns payroll schedule which is currently twenty-six (26) pay periods per year. Payroll document should reflect period paid thru. Employees will be paid during the Working hours. When pay day falls on a holiday, then the preceding day will be payday.

## **ARTICLE 28 - LONGEVITY**

1. Effective January 1, 2014, all longevity payments shall be eliminated and consolidated into the base salary of eligible employees. However:
  - a. Employees who currently receive longevity payment, said amount shall be included in their base salary as listed in Schedule A.
  - b. Employees who do not currently receive longevity payments, will not be eligible for any additional increase in their base salary unless otherwise indicated in this Agreement.

## **ARTICLE 29 - HOLIDAYS/PERSONALDAYS**

1. The EMPLOYER agrees to pay each employee eight (8) hours pay without working for each of the following holidays:
  - A. New Year's Day
  - B. Martin Luther King Day
  - C. Washington's Birthday
  - D. Good Friday
  - E. Memorial Day
  - F. Juneteenth
  - G. Independence Day
  - H. Labor Day
  - I. Columbus Day
  - J. Veteran's Day
  - K. Thanksgiving Day
  - L. Day after Thanksgiving
  - M. Christmas Day
2. Any holiday which falls on Saturday shall be celebrated the preceding Friday.
3. Any holiday which falls on Sunday shall be celebrated the following Monday. In the event a holiday named in the Agreement falls during an employee's vacation period, such employee shall receive an additional day off.
4. All Employees shall be granted six (6) personal days per year) to be taken during the calendar year in which it is accrued. There will be no required notice for the utilization of

personal days; however personal days shall be subject to the approval of the Superintendent of Water or Sewer, after his determination that there will be adequate coverage of departmental function and duties for the requested day. Personal Days shall be taken in increments of not less than 1/2 day.

### **ARTICLE 30 - VACATIONS**

1. Vacation entitlement shall be based on the employee's total employment seniority accrued up to the employee's anniversary date of hire.
2. Vacation pay shall be based on forty (40) hours straight time pay for the employee's classification.
3. Vacation may be scheduled throughout the anniversary year.
4. Preference for selection shall be awarded employees in order of greatest total employment seniority in the bargaining unit, subject to supervisory determinations as to adequate coverage of departmental functions and duties.
5. In the event a holiday named in the Agreement falls during an employee's vacation period, such employee shall receive an additional day of vacation.
6. Vacation pay will be paid on the pay day prior to the start of the vacation period, upon request of the individual employee.
7. All unused vacation time (up to three days) may be carried-over to the following year and must be taken prior to April 1st of the following year.
8. Employees shall not normally be required to return to work while on vacation. However, in cases of emergencies, this request could be made at the discretion of the EMPLOYER.
9. Employees shall be required to give twenty-four (24) hours prior notice to EMPLOYER before taking a single vacation day leave, which day shall be taken only upon approval of the Superintendent of Water or Sewer after his determination that there will be adequate coverage of departmental function and duties for the requested day.

### **ARTICLE 31 - VACATION SCHEDULE**

1. On completion of 6 months, employee is entitled to 1 day for each month worked.

Up to 1 year = Five Days

On completion of one (1) year = Two Weeks

On completion of six (6) years = Three Weeks

On completion of twelve (12) years = Four Weeks

On completion of eighteen (18) years = Five Weeks

## **ARTICLE 32 - SICK LEAVE**

1. One paid sick day for each month completed in the first year
2. An Employee shall receive one (1) day of sick leave if the employee's starting date is prior to the 15th of the month and from the 16th forward the employee shall be credited ½ day for that particular month.
3. On the completion of one (1) year = 12 sick days with pay.
4. Unused sick days shall be accumulated from year to year. Said accumulation shall be restricted to use of sick leave days for sick leave purposes.
5. The Employer further agrees to provide upon retirement, an employee having a minimum of fifteen (15) years of service with the Town of Clinton, will be compensated for one day for every four days of accrued sick leave for maximum compensation of \$10,000.00 having established at least a fourteen year tenure with the Town. The Employee shall be required to submit to the Chief Financial Officer a request for payment three months prior to his/her retirement.
6. Sick leave may be used by the employee for personal illness, illness in the immediate family which requires his attendance upon the ill person, quarantine restrictions, pregnancy and disabling injuries.
7. Extension of sick leave beyond the maximum allowed shall require special approval of the Town Council.
8. An employee who is out of work for three (3) or more days shall be required to provide a doctor's certificate.

## **ARTICLE 33 - HEALTH CARE INSURANCE PROGRAM**

1. The employer shall provide for hospital and medical insurance (including major medical) for all employees and their families under the State Health Benefits Plan or substantially similar medical plan. Employees are required to contribute the percentage to their medical insurance costs based on the percentages outlined in Town of Clinton Ordinance 21-10 attached as Scheduled D.
2. Employees who choose to "opt-out" of the hospital and medical insurance (including major medical) as provided under the State Health Benefits Plan or substantially similar medical plan, will receive \$5,000 for opting out of the Town plan in an annual payment in December.
3. Employees and eligible dependents shall be entitled to receive at the time of retirement, comprehensive hospital, surgical and major medical, as described above, at a cost

assumed by the employer and in accordance with the provision of the resolution adopted by the Mayor and Council under the provisions of Chapter 88.

4. Employer agrees to notify employees prior to any change in the Town's health care policies, which may adversely affect said employee's coverage.
5. The employer may change insurance plans or carriers or self-insure so long as in the aggregate, substantially similar benefits are provided.

#### **ARTICLE 34 - GROUP INSURANCE AND PENSION**

1. Each employee shall be enrolled for all-benefit entitlements provided within the Public Employee Retirement System as well as health benefits listed in Article 33 for the employee and their spouses.
2. Pension benefits shall be based on regular straight time wages.

#### **ARTICLE 35 - SPECIAL LICENSES**

1. The EMPLOYER shall pay the fee for the grant or renewal of any special license, including an articulated license if required by law; other than motor vehicle driver's license which the employee is required by law to have in the- performance of the duties and responsibilities covered by his job classification.

#### **ARTICLE 36 - FUNERAL LEAVE**

1. The EMPLOYER agrees to grant an employee three (3) days of funeral leave with full-pay when a death occurs in the employee's immediate family. The employee's immediate family is considered to include spouse, children, brother, sister, parents, parents-in-law, grandparents and grandchildren of employee or spouse. (This provision also applies for any other relative who has continuously resided with the employee).

#### **ARTICLE 37 - JURY DUTY**

1. An employee who is called to jury duty shall immediately notify the EMPLOYER
2. An employee who is excused from jury duty service on any day shall report for work on such day.
3. An employee shall not be required to report back for work on any day he is in attendance at Court for jury duty service, regardless of the employee's shift.
4. The EMPLOYER agrees to pay the employee regular wages in addition to jury duty service fees paid by the municipal, county, state or federal government.

### **ARTICLE 38 - MILITARY LEAVE**

1. Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and amendments thereto, shall be granted all rights and privileges provided by the Act
2. Upon-return from the military service leave, an employee shall resume all his former employment service credits together with such improvements as he would have gained had he not entered military service, so that in no event will his employment service credit status be less than that provided by applicable government laws and regulations.

### **ARTICLE 39 - UNIFORMS**

1. The EMPLOYER shall provide to each employee the sum of Four Hundred and Fifty Dollars (\$450.00) for each year of the agreement, to be paid no later than Feb. 1st of each year. The Town shall also pay a boot allowance of One Hundred and Seventy Five Dollars (\$175.00) each year of the agreement. Employees shall utilize said clothing allowance in the purchase of work clothing and boots of a quality specified by the EMPLOYER.
2. As a condition of this uniform allowance, employees shall be required to purchase a standard summer shirt, standard winter shirt as well as an optional safety green shirt which shall be worn at all times during working hours. The employee will be required to keep the shirts clean and in good condition. The shirts and color will be determined by the ADMINISTRATOR or SUPERINTENDENT.
3. Additionally, as a condition of this uniform allowance, employees shall be required to purchase work boots which shall be worn at all times during working hours. Employees who fail to wear uniforms shall be sent home with no pay for the day after receiving two (2) written warnings.
4. All Employees covered by this agreement shall be entitled to a winter parka/coat allowance up to \$250.00 every other year of the agreement. Employees entitled to this winter parka/coat allowance must present a voucher from a clothing store approved in advance by the Town in order to receive reimbursement.

### **ARTICLE 40 - SANITARY CONDITIONS**

1. The EMPLOYER agrees to maintain a clean, sanitary washroom having hot and cold water and with toilet facilities.

### **ARTICLE 41 -LIE DETECTOR TEST**

1. The EMPLOYER shall not require, request or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test.

## **ARTICLE 42 - COMPENSATION CLAIMS AND DISABILITY PROGRAM**

1. The EMPLOYER shall provide workmen's compensation protection for all employees or the equivalent thereof if the injury arose out of or in the course of employment.
2. In the event that an employee is injured on the job, the EMPLOYER shall pay such employee his day's guarantee for that 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 the applicable hourly rate of pay for the balance of his regular shift or overtime guarantee on that day. An employee who has returned to his regular duties after sustaining a compensable injury who is required by the workmen'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.
3. Effective upon the signing of the Collective Bargaining Agreement the Town will continue the process of participation in the State Disability Plan.

## **ARTICLE 43 - PROTECTION OF RIGHTS**

1. 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, except as to extreme emergency conditions.

## **ARTICLE 44 - SEPARABILITY AND SAVINGS CLAUSE**

1. 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.
2. In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either EMPLOYER or UNION for the purpose of attempting to arrive at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.
3. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

4. If any article or section of this Agreement is inconsistent with any applicable provisions of Title (4) of the New Jersey Administrative Code entitled "Civil Service Rules", as amended and supplemented, the latter shall prevail.

#### **ARTICLE 45 - FULLY BARGAINED AGREEMENT**

1. The EMPLOYER and the UNION agree that this Agreement is the complete agreement between them and that no other understandings or agreements during the term of this Agreement unless agreed to in writing between the EMPLOYER and the UNION subsequent to the date of execution of the Agreement.
2. The Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
3. It is the intent of the parties that the provisions of this Agreement except where noted in this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted. The UNION for the life of this Agreement, hereby waives any rights to request to negotiate or bargain with respect to any matters contained in this Agreement, except as provided in Paragraph 5 below. It is mutually understood that this clause is clear waiver as to any right or claim not expressed in this Agreement.
4. This Agreement is separate and distinct from, and independent of all other Agreements entered into between the UNION and other organizations, irrespective of any similarly between this Agreement and any such other Agreements. No act or thing done by the parties to such other Agreements, or notices given under the provisions thereof, shall change or modify this Agreement or in any manner affect the contractual relationship of the parties hereto.
5. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

#### **ARTICLE 46 - ENTIRE AGREEMENT**

1. This Agreement is intended to represent the entire Agreement between the parties and no verbal or written representations by any agent of the EMPLOYER shall be considered binding upon the EMPLOYER.

**ARTICLE 47 - TERMINATION CLAUSE**

1. This Agreement shall be in full force and effect from January 1, 2021 to and including December 31, 2025, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

**ARTICLE 48 - EATING FACILITIES**

1. Upon selection by the UNION, in conjunction with the EMPLOYER of a suitable and sanitary site within the existing Public Works Department buildings, the EMPLOYER will provide a suitable and sanitary area for those employees desiring to bring in their own meals to eat on Public Works Department premises. It is not the intention of this provision that the EMPLOYER provide cooking facilities or meals to the employees of the UNION.

**ARTICLE 49 - TERMINAL LEAVE AND LEAVES OF ABSENCE**

1. Employees of the UNION shall have rights with regard to Terminal Leave and other Leaves of Absence as defined in existing Town Ordinances and their amendments and supplements.

**ARTICLE 50 - AGENCY SHOP**

1. The TOWN will respect the UNION'S rights under the provision of N.J.S.A. 34: 13A-1 to receive payment of fees from non-union employees covered -by the collective bargaining agreement in the amount of 85% of the normal dues structure.

**ARTICLE 51 - RATES OF PAY SCHEDULE**

1. The rates of pay for employees are set forth in the specific Salary and Wage Ordinance adopted by EMPLOYER for the term of the recent contract negotiations and said Ordinance is hereby incorporated by reference into this codification and is affixed hereto as Schedule A, Rates of Pay.

**ARTICLE 52 - CONTINUING EDUCATION**

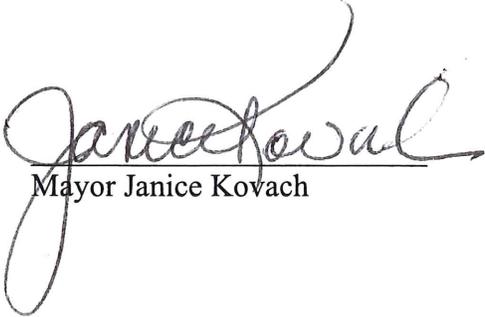
1. Upon approval, the TOWN agrees to pay for-all job related courses including the hours the course encompasses at the employees applicable rate of pay. The Town further agrees to pay for all courses to maintain all licenses held by the employees and the time in which it takes to acquire any and all certifications under required additional training.

**SIGNATURE**

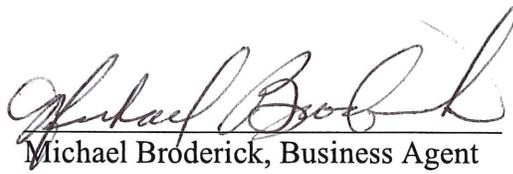
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, caused their presents to be signed by their proper officers and their corporate seals to be hereto affixed the day and year first above written.

For the Town of Clinton

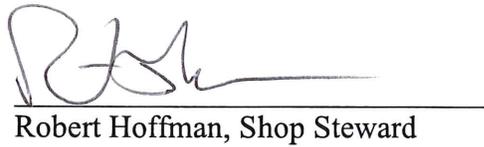
For LOCAL UNION 469, Affiliated with  
the International Brotherhood of  
Teamsters, Chauffeurs, Warehousemen  
and Helpers of America



\_\_\_\_\_  
Mayor Janice Kovach



\_\_\_\_\_  
Michael Broderick, Business Agent



\_\_\_\_\_  
Robert Hoffman, Shop Steward

ATTEST:



\_\_\_\_\_  
Cecilia Covino, Municipal Clerk

# SCHEDULE "A"

## RATES OF PAY

		<b>Current</b>	<b>SALARY DURING CONTRACT YEARS</b>				
<b>TITLE</b>	<b>EMPLOYEE</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Laborer	Thomas Brown	\$39,045.60	\$40,545.60	\$42,045.60	\$43,545.60	\$45,045.60	\$46,545.60
Laborer	William Deemer	\$38,272.00	\$39,772.00	\$41,272.00	\$42,772.00	\$44,272.00	\$45,772.00
Laborer	Anthony Duarte	\$38,272.00	\$39,772.00	\$41,272.00	\$42,772.00	\$44,272.00	\$45,772.00
Laborer	Kevin Gonzalez	\$38,272.00	\$39,772.00	\$41,272.00	\$42,772.00	\$44,272.00	\$45,772.00
Laborer	Robert Hoffman	\$52,199.00	\$53,699.00	\$55,199.00	\$56,699.00	\$58,199.00	\$59,699.00
Laborer	Bryan Lauber	\$40,338.27	\$41,838.27	\$43,338.27	\$44,838.27	\$46,338.27	\$47,838.27
Laborer	Ryan Maszczak	\$38,272.00	\$39,772.00	\$41,272.00	\$42,772.00	\$44,272.00	\$45,772.00
Laborer	Kyle Monthony	\$39,045.60	\$40,545.60	\$42,045.60	\$43,545.60	\$45,045.60	\$46,545.60
Laborer	Eli Pieretti	\$42,390.00	\$43,890.00	\$45,390.00	\$46,890.00	\$48,390.00	\$49,890.00
Laborer	David Raphel	\$39,045.00	\$40,545.00	\$42,045.00	\$43,545.00	\$45,045.00	\$46,545.00
Laborer	Jeffrey Dysart	\$38,272.00	\$39,772.00	\$41,272.00	\$42,772.00	\$44,272.00	\$45,772.00
Laborer	New Employee(s)	\$38,272.00	\$39,772.00	\$41,272.00	\$42,772.00	\$44,272.00	\$45,772.00

# **SCHEDULE "B"**

## **JOB CLASSIFICATION SHEET**

### **LABORER**

#### **DEFINITION**

Under supervision, performs varied types of manual/ laboring work, and may drive a truck or operate various equipment in connection with work; makes repairs to pumps and other machinery and equipment of a sewage treatment plant, installs, maintains, and repairs water meters, mains, valves, pumps, hydrants, and other water service equipment; does other related duties as required and directed by management.

**NOTE:** The examples of work for this title are for illustrative purposes only. A particular position using this title may not perform all duties listed in this job specification. Conversely, all duties performed on the job may not be listed.

#### **EXAMPLES OF WORK**

- Loads, lifts, and moves supplies, furniture, and equipment.
- Digs trenches and does manual grading.
- Collects rubbish and other refuse.
- Cuts grass.
- Trims hedges.
- Loads and unloads trucks.
- Plows and/or shovels snow.
- Shovels gravel and sand.
- Mixes cement and mortar.
- Places forms used in concrete work.
- Performs cold patching.
- Cleans up underbrush, foliage, vines, and weeds.
- Cuts down trees.
- Digs out stumps of trees, and digs out and destroys poisonous vines, weeds and undergrowth.
- Operates construction and/or maintenance equipment.
- Make repairs to street, road, and related public works equipment.
- Perform road repair and maintenance (IE: Rake asphalt mixtures used in paving to proper thickness and grade, distributing asphalt mixtures to eliminate hollows and high spots in the surface under the construction or repair, patching joints and edges of pavement with asphalt cement, tamp and smooth asphalt pavement.)
- Cleans sludge beds.

- Sweeps streets and sidewalks.
- Cleans sewers.
- Pries and hammers apart sections of wall and roof.
- Loads debris into truck for removal.
- Sorts, piles, and cleans salvageable brick, stone, lumber, and metal work.
- Under direction, may learn to make routine repairs to valves, fittings, pipe sections or other equipment used in the area of assignment.
- Drive trucks and other equipment.
- Lubricates machinery and equipment utilizing hand and power operated greasing equipment.
- Adjusts belts, gears, and related systems in accord with manufacturer's specifications.
- Checks oil and lubricant level regularly and adds correct type of oil or lubricant as needed.
- Performs routine examinations and adjusts equipment to manufacturer's specifications accordingly.
- Makes routine and complex repairs to sewage treatment and/or water treatment mechanical equipment including replacement of washers, gaskets, and packing, and makes complex repairs to sewage/water pipe lines including replacement of valves, fittings, and pipe sections.
- Makes general repairs to buildings including carpentry, replacement of broken windows, repair of concrete and other walks, and painting of walls, window screens, and storm sashes.
- Repairs, adjusts, regulates, and maintains chemical feed machines, chlorinators, sludge digestion pumps, flow meters, and other mechanical equipment.
- Helps clean bar screens, removes sludge from drying beds, cleans and adjusts filter bed spraying nozzles, disposes of waste, and maintains the area in a clean, sanitary condition.
- Obtains, stores, safeguards, and properly uses tools, equipment, materials, and supplies.
- Keeps essential records of repairs made, time spent, and costs.
- May operate sewage treatment equipment to control flow and processing of sewage in addition to performing sewage plant repair duties.
- Will be required to learn to utilize various types of electronic and/or manual recording and information systems used by the Town.
- Records readings on provided forms to serve as a basis for measuring water consumption.
- Inspects water meters to see whether the seal is intact or meter is damaged, and notes significant observations on forms for action by servicing unit.
- If there are water leaks notifies the proper persons.
- Makes special readings when complaints are received regarding abnormal water consumption and records reasons for fluctuations.
- Answers inquiries and gives information concerning water meter readings, the manner of making computations for water consumption, and water distribution system.
- Keeps legible and accurate records.
- Informs Town of meter readings for billing purposes.
- May turn off water service for nonpayment of charges or may turn service on for new occupants of premises.
- Records meter flow readings.

- Tests water pressure for home and main lines.
- Tests accuracy of meter flows.
- Records the use of materials, equipment, parts, or supplies.
- Writes technical, statistical, or financial reports.
- Distributes materials, equipment, parts, or supplies.
- Recommends the purchase of new and replacement materials, equipment, parts, and supplies.
- Verifies that quantity and type of item ordered matches invoice.
- Operates a motor vehicle.
- Installs flow meters, computerized water meter systems, and remotes.
- Sets up and/or maintenance/repair of water or flow meters.
- Stops (discontinues) water service.
- Removes outdated materials, equipment, parts, or supplies.
- Consults with outside agencies or individuals about information necessary for job assignments.

## **REQUIREMENTS**

### **LICENSE**

Appointees will be required to possess a driver's license valid in New Jersey only if the operation of a vehicle, rather than employee mobility, is necessary to perform essential duties of the position.

Appointees may be required to possess a valid Commercial Driver's License (CDL) and applicable endorsements for the class and type of vehicle being operated.

**NOTE:** The responsibility for ensuring that employees possess the required motor vehicle license, commensurate with the class and type of vehicles they operate, rests with the Appointing Authority.

### **KNOWLEDGE AND ABILITIES**

- Knowledge of the methods, materials and supplies used to perform varied types of manual and unskilled tasks.
- Ability to perform any of the above tasks either alone or as a member of a group.
- Ability to perform heavy manual labor for prolonged periods of time under varying temperatures and climatic conditions.
- Ability to follow prescribed instructions.
- Ability to learn to use the tools and equipment needed to perform routine, labor tasks.
- Ability to follow safety precautions in the operation of assigned tools and equipment.
- Ability to utilize various types of electronic and/or manual recording and information systems used by the agency, office, or related units.

- Ability to read, writes, understand and communicate in English sufficiently to perform the duties of this position.
- Knowledge of performing preventative maintenance tasks.
- Ability to work harmoniously with others.
- Ability to perform complex mechanical and manual operations.
- Ability to keep essential records and files.

# SCHEDULE "C"

## STAND-BY, OVERTIME AND CALL-OUT POLICIES AND PROCEDURES FOR ALL DIVISIONS WITHIN THE DEPARTMENT OF PUBLIC WORKS

### Department of Water and Roads

#### 1. General Procedures

- a. Overtime work shall be divided equally among all represented members insofar as it is reasonable to do so without reducing the efficiency of the Department.
- b. When a request for service is made to the Town of Clinton or Hunterdon County Communications for a Water or Road related issue, whether it is an emergency or non-emergency, a Foreman shall receive the call. In the event that the Foreman cannot be reached, representatives from the Town of Clinton or Hunterdon County Communications may contact the next subsequent employee listed on the monthly call-out sheets.
- c. After the Foreman and/or on-call employee responds, depending on the nature of the call, may call additional personnel as needed. At the discretion of the Foreman, he need not respond to the incident he feels his presence if not required. However, if the responding personnel do not feel that the issue cannot be resolved without a Foreman present, the Foreman must respond to the scene in order to make appropriate decisions.

#### 2. For calls specifically water-related, the following policies and procedures must be adhered to:

- a. The primary contact person on the monthly call-out list is responsible for responding to all callouts during their call-out rotation. In the event the primary contact person is unreachable, or occupied with another water-related call, the secondary person identified on the monthly call-out list will be contacted and will be required to respond.

It is the on-call employee's responsibility to ensure that they can be contacted in an emergency, and be able to respond in a reasonable time frame. Failure to do so could result in disciplinary action.

- b. The employee responding to the call-out is responsible for determining the requisite course of action needed to resolve the problem. This could include making the necessary repairs themselves, or depending on the severity of the issue, requiring additional staff to respond to assist with any repairs.

For water main breaks and/or service leaks, a Foreman shall be contacted first, in order to determine the requisite course of action needed to resolve the problem. The Foreman or senior employee should determine the number of personnel required to make the repair.

In the event that insufficient water department personnel are available to respond to a water emergency, it may be necessary to call in personnel from the Department Sewers. A request of this nature should be directed to the Superintendent of Sewers.

In the event there are not enough employees from the Department of Water and Roads to respond to an emergency, other represented employees assigned to the Department of Sewer may be called in for assistance.

- c. Any complaints arising from the call out situation, which cannot be satisfied by the Foreman, should be directed to the Superintendent of Water and Roads for further consideration.
3. Represented employees whose primary work assignment is in the Department of Water and Roads will be required to be placed on a rotating on-call schedule. When placed on the schedule as the primary responder, in addition to the afore-mentioned duties, you will be required to physically visit all water department-related assets (IE: Wells, Pumping Stations, Water Towers, Booster Pumps) for daily monitoring and record keeping.

Supervisory personnel are precluded from being placed in the on-call rotation schedule.

4. A list of current policies and procedures for leak repairs, well and pumping station operations can be obtained from the Superintendent of Water and Roads.
5. For calls specifically related to snow and ice control events, the following policies and procedures must be adhered to:
  - a. When a request to provide snow and ice control is made to the Town of Clinton, Hunterdon County Communications or Town of Clinton Police Department, the Roads Foreman shall be contacted. Depending on the nature of the call, the Foreman will decide the appropriate response and number of personnel needed to address the problem.

For salting operations, a minimum of two (2) represented employees shall respond. At the discretion of the Foreman, he need not respond to the incident he feels his presence if not required. However, if the responding personnel do not

feel that the issue cannot be resolved without a Foreman present, the Foreman must respond to the scene in order to make appropriate decisions.

- b. All represented employees are required to report to work for snow removal as directed by the Road Foreman, in consultation with the Superintendent of Water and Roads and the Superintendent of Sewers.
- c. The Town of Clinton agrees that any employee engaged in snow removal will be granted a one (1) hour rest period in each four (4) hours of work. This shall include a one-half (1/2) hour lunch period. Rest periods shall be administered by the supervisor so as to stagger them and permit coverage.

### **Department of Sewer**

1. A call-out schedule identifying 'on-call' personnel will be distributed monthly. The Call-out schedule is based on a weekly rotation, beginning 7:00AM Monday through 7:00AM the following Monday, and will be determined by the Superintendent of Sewers or his designee.
2. The employee designated #1 on the call-out schedule will be responsible for responding to after-hour sanitary sewer system emergencies. If employee # 1 cannot be reached, the #2 employee on the schedule should be contacted next, and so on and so forth.
3. It is the on-call employee's responsibility to ensure that he/she can be contacted in an emergency, and be able to respond in a reasonable time frame. Failure to do so could result in disciplinary action.
4. The responding employee will determine what action is necessary to address the emergency. If additional personnel are required, the responding employee should contact the next person on the call-out schedule. The Superintendent of Sewers and/or Sewer Foreman should be notified in all cases where more than two employees are needed.
5. In the event that insufficient sewer department personnel are available to respond to a sewer emergency, it may be necessary to call in personnel from the Department of Water and Road. A request of this nature should be directed to the Superintendent of Water and Roads.
6. One employee will be listed as "First Contact" for emergency sewer utility mark-out requests, with a second employee designated as backup. These personnel will remain constant, and will be determined by the Sewer Superintendent.
7. Any complaints relating to call-outs which cannot be rectified by the Sewer Foreman should be directed, in writing, to the Superintendent of Sewers for further consideration.

The Town of Clinton reserves the right to amend any part of this policy as-needed to ensure the efficient operation of its Department of Public Works and/or individual divisions.

# **SCHEDULE "D"**

## **TOWN OF CLINTON HUNTERDON COUNTY, NEW JERSEY**

### **ORDINANCE # 21-10**

#### **ORDINANCE REQUIRING EMPLOYEE CONTRIBUTIONS TOWARDS HEALTH BENEFITS PROVIDED BY THE TOWN**

**WHEREAS**, the New Jersey Legislature passed a health benefits reform law (Chapter 78, P.L. 2011 on June 28, 2011) requiring public employees to increase their contributions to health insurance premiums; and

**WHEREAS**, the provisions of the health benefits reform law have expired; and

**WHEREAS**, the Town of Clinton and its collective bargaining units have established terms of compensation and benefits for a term ending on December 31, 2021 for the PBA Local 188 and December 31, 2020 for the Teamsters Local 469, including contributions towards employee health benefits ranging from 4.5% and 35% of the premium, depending on the employee's salary and in conformance with

1. RESOLUTION #86-21 – HIRING OF NEW PART TIME JANITORIAL PERSON  
Chapter 78, P.L. 2011; and

**WHEREAS**, it has been the past practice for non-union employees to be subject to the same general terms and conditions of compensation as similarly situated unionized employees in the Town; and

**WHEREAS**, the Mayor and Council has determined that it is in the best interests of the Town to continue to require employees to contribute to their health insurance premiums so that the increased costs are not passed on to the tax payers; and

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Town of Clinton, the County of Hunterdon, that Chapter 22-1 entitled "Employee Medical Insurance" of the Code of the Town of Clinton ("Code") is hereby amended as follows:

**SECTION 1.** Chapter 22-1 of the Code of the Town of Clinton entitled "Employee Medical Insurance" is hereby amended as follows:

§22-1 Medical Insurance.

A. Notwithstanding any collective bargaining agreement or contract to the contrary, the Town shall provide a health insurance program for all eligible employees in compliance with the Town's Personnel Policy.

B. Notwithstanding any collective bargaining agreement or contract to the contrary, any eligible employee participating in the Town's health insurance program shall contribute a percentage of the health insurance premium at the following contribution rate for their annual salary which is made part of this ordinance:

- Phase-in Year 1 - May 1, 2021 through December 31, 2021
- Phase-in Year 2 - January 1, 2022 and beyond

**SECTION 2.** All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

**SECTION 3.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 4.** This Ordinance shall take effect upon final passage and publication according to law.

**HEALTH BENEFITS CONTRIBUTION FOR SINGLE COVERAGE  
(PERCENTAGE OF PREMIUM)**

Salary Range	Two Year Phase-in	
	Phase-in Year 1 May 1, 2021 through December 31, 2021	Phase-in Year 2 January 1, 2022 and beyond
less than 20,000	3.38%	2.25%
20,000-24,999.99	4.13%	2.75%
25,000-29,999.99	5.63%	3.75%
30,000-34,999.99	7.50%	5.00%
35,000-39,999.99	8.25%	5.50%
40,000-44,999.99	9.00%	6.00%
45,000-49,999.99	10.50%	7.00%
50,000-54,999.99	15.00%	10.00%
55,000-59,999.99	17.25%	11.50%
60,000-64,999.99	20.25%	13.50%
65,000-69,999.99	21.75%	14.50%
70,000-74,999.99	24.00%	16.00%
75,000-79,999.99	24.75%	16.50%
80,000-94,999.99	25.50%	17.00%
95,000 and over	26.25%	17.50%

**HEALTH BENEFITS CONTRIBUTION FOR FAMILY COVERAGE  
(PERCENTAGE OF PREMIUM)**

Salary Range	Two Year Phase in	
	Phase-in Year 1 May 1, 2021 through December 31, 2021	Phase-in Year 2 January 1, 2022 and beyond
less than 25,000	2.25%	1.50%
25,000-29,999.99	3.00%	2.00%
30,000-34,999.99	3.75%	2.50%
35,000-39,999.99	4.50%	3.00%
40,000-44,999.99	5.25%	3.50%
45,000-49,999.99	6.75%	4.50%
50,000-54,999.99	9.00%	6.00%
55,000-59,999.99	10.50%	7.00%
60,000-64,999.99	12.75%	8.50%
65,000-69,999.99	14.25%	9.50%
70,000-74,999.99	16.50%	11.00%
75,000-79,999.99	17.25%	11.50%
80,000-84,999.99	18.00%	12.00%
85,000-89,999.99	19.50%	13.00%
90,000-94,999.99	21.00%	14.00%
95,000-99,999.99	21.75%	14.50%
100,000-109,999.99	24.00%	16.00%
110,000 and over	26.25%	17.50%

**HEALTH BENEFITS CONTRIBUTION FOR MEMBER/SPOUSE/PARTNER  
OR PARENT/CHILD COVERAGE  
(PERCENTAGE OF PREMIUM)**

Salary Range	Two Year Phase in	
	Phase-in Year 1 May 1, 2021 through December 31, 2021	Phase-in Year 2 January 1, 2022 and beyond
less than 25,000	2.63%	1.75%
25,000-29,999.99	3.38%	2.25%
30,000-34,999.99	4.50%	3.00%
35,000-39,999.99	5.25%	3.50%
40,000-44,999.99	6.00%	4.00%
45,000-49,999.99	7.50%	5.00%
50,000-54,999.99	11.25%	7.50%
55,000-59,999.99	12.75%	8.50%
60,000-64,999.99	15.75%	10.50%
65,000-69,999.99	17.25%	11.50%
70,000-74,999.99	19.50%	13.00%
75,000-79,999.99	20.25%	13.50%
80,000-84,999.99	21.00%	14.00%
85,000-99,999.99	22.50%	15.00%
100,000 and over	26.25%	17.50%