

AGREEMENT

Between

CLARK TOWNSHIP

and

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

REPRESENTING BLUE COLLAR EMPLOYEES

EFFECTIVE January 1, 2010 through December 31, 2017

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

APRUZZESE, McDERMOTT,
MASTRO & MURPHY
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This Agreement made and entered into this 30 day of JANUARY 2013, effective January 1, 2013, by and between the Township of Clark, a municipal corporation of the State of New Jersey (hereinafter known and designated as the "Employer") and Union Council No. 8, IFPTE, AFL-CIO (hereinafter known and designated as the "Association") through December 31, 2017.

WITNESSETH:

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1

RECOGNITION

Section 1. The Employer hereby recognizes the Association as the representative of the employees of the Public Works Division of Roads namely Laborer, Public Works Repairer, Senior Public Works Repairer, Omnibus Driver, who have elected to be represented by the Association but excluding the Supervisor and Assistant Supervisor of Public Works and all other employees of the Township of Clark, for the purpose of presenting and making known to their Director or such persons as may be designated by the Mayor, their grievances and proposals.

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

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have the right, at any time, to present a grievance or proposal and to have an Association representative present at the employee's request.

Section 3. Representation Fee

a. Notice and Amount of Fee

If an employee in the bargaining unit is not a member of the Association during the term of this Agreement, and during the period, if any, between successive Agreements, such employee shall be required to pay a representation fee to the Association during such term of period. The purpose of the representation fee is to provide for payment to the Association of a fee in lieu of dues for services rendered by the Association, and thereby to offset the cost of services rendered by the Association, as majority representatives. In order to adequately offset the cost of services rendered by the Association, the representation fee shall be 85% of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members.

The employer shall submit an up-to-date list of all employees in the unit to the Association at least once each month. The employer shall advise the Association of any new hires within fourteen (14) days of said employee's hiring. The Association shall submit to the employer a list of those employees in the unit who are not members of the Association. The employer shall deduct from the salary of such employee in accordance with "b" below, the full amount of the representation fee and shall transmit promptly the amount so deducted to the Association. The Association shall notify the employer in writing of any changes in the list and/or the amount of the representation fee, and such changes shall be reflected in any deduction made.

b. Payroll Deduction Schedule

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The Employer shall deduct a representation fee in equal installments as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the membership period fixed by the Association. The deduction will begin with the first paycheck paid ten days after the receipt of the aforesaid list by the employer or thirty days after the employee begins his or her employment in the bargaining unit position unless the employee previously served in a bargaining unit position and continued in the employ of the employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten days after the resumption of the employee's employment in a bargaining unit position, whichever is later. Except as otherwise provided herein, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues paid to the Association by payroll deduction.

c. The purpose of this Article is to provide for payment of representation fees as set forth in Chapter 477 P.L. 1979 of New Jersey or any amendments thereto, and anything herein which may be inconsistent with said law shall be deemed to be changed to conform with said law. The Association has represented that it has established a "demand and return" system pursuant to the foregoing law, which is available to employees who pay the representation fee.

ARTICLE 2

HOURS OF WORK

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

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June, July and August of each year, normal working hours shall commence at 6:30 a.m. and end at 3:00 p.m.

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

When an employee is required to work on a Saturday or Sunday (12:01 a.m. to 12:00 midnight), the employee shall be guaranteed a minimum of four (4) hours pay at the time and one-half rate for Saturday and pay at the double time rate for Sunday for a guaranteed minimum of four (4) hours of pay. Employees reporting to work on a straight time day shall be guaranteed a minimum of eight (8) hours work.

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

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

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

Section 3. When an employee is not scheduled for work and the employee's services are required, the employee may be called to work and his/her time shall start at the time of call,

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provided the employee arrives at work within a maximum of up to thirty (30) minutes from the time of the call.

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

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

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

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

Section 5. If mandatory training is required outside the employee's normal working hours, said training hours shall be paid at the rate of time and one-half employee's regular rate of pay. For training held on a regular work day, the employee shall report to work before the training program as appropriate and if the training program is completed prior to the completion of a normal workday, employee shall return to work until end of the workday.

ARTICLE 3

OVERTIME ASSIGNMENTS (EMERGENCY SITUATION)

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

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

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

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

ARTICLE 4

HOLIDAYS

Section 1. Effective January 1, 2013, all employees shall receive thirteen (13) official holidays per year as set forth by the governing body or the State of New Jersey. Any floating holidays may be used by the employee at any time with at least two days' notice, subject to the approval of the Director of Public Works or his designee.

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

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

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

Section 3. In the event a holiday named in this contract falls during an employee's vacation period, such day shall be deducted from vacation days utilized.

ARTICLE 5

VACATIONS

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

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

<u>YEARS OF SERVICE</u>	<u>VACATION DAYS WITH PAY</u>
Less than one (1) year	One (1) day per month for each full Month
One (1) to five (5) years	Twelve (12) working days
Six (6) to ten (10) years	Seventeen (17) working days
Eleven (11) to twenty (20) years	Twenty-three (23) working days
Twenty-one (21) + years	Twenty-seven (27) working days

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

Section 2. Senior employees shall be given preference in the selection of vacation periods, where consistent with work schedules. Employees must select at least one week of



their vacation days on or before March 1, subject to change with the approval of the Director of Public works or his designee. The remaining vacation days may be taken with at least two (2) days' notice and subject to the approval of the Director of Public Works or his designee.

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

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

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

ARTICLE 6

PERSONAL LEAVE DAYS

Employees are entitled to three (3) days leave with pay for personal business except an employee shall receive one (1) personal day for each six (6) months of employment in the year of hire or year of termination. The granting of personal days off shall be for personal business.

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

ARTICLE 7

SICK LEAVE, LEAVE OF ABSENCE AND OTHER LEAVE

Section 1

Employees are entitled to one day sick leave with pay for each month of service from the date of appointment to December 31 of each year. Thereafter, 15 days of sick leave are granted in each calendar year, or a total of 120 hours. Any employee whose employment has terminated shall have their sick leave prorated in the year of termination at the rate of one day per month, not to exceed 15 days.

Sick leave is to be used solely in the event of personal illness, accident, exposure to contagious disease, or when attendance upon a member of the employee's immediate family seriously ill requires the care or attendance of such employee. The term "immediate family" is limited to the employees' spouse, a child, a grandchild, his/her parents or grandparents, brothers or sisters or to a relative who is part of the household.

Sick time usage is a benefit and is to be used as defined. Sick time is not to be abused, nor is it to be utilized for any other purpose.

The employee or a member of the employee's family must telephone Police headquarters or other individual designated by the Department Head at least an hour before the employee's starting time to advise that the employee cannot report to work.

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

The employer may require medical verification whenever three (3) or more consecutive days are utilized as to "fitness for duty", or if an employee has a pattern of sick leave use. A pattern is defined as "absences that consistently occur". For example, before or after scheduled days off including holidays and vacations, the same day of the week or month, etc. The Department Head or his/her designee retains the discretion in determining what constitutes a pattern. **Failure to provide proof of illness by the employee may result in disciplinary action.**

Any employee expending a total of more than five (5) non-consecutive days of sick leave in any one year may be required to provide a doctor's note or submit to a physical examination by a medical doctor selected by the Business Administrator, and the net cost, if any, to the employee for that doctor visit shall be reimbursed by the employer. If such examination determines that no sickness is evident, the employee may be subject to disciplinary action.

A certificate of a reputable physician in attendance shall be required as sufficient proof of need for leave of absence of employee or the need of the employee's attendance upon a member of the employee's immediate family. In case of a leave of absence due to contagious disease, a certificate from the Department of Health shall be required.

In case of death in the family of an employee, any reasonable proof required by the Department Head shall be sufficient. The term "immediate family" is limited to the employee's spouse, a child, a grandchild, his parents or grandparents, brothers or sisters or to a relative who is part of the household.

Sick time taken as part of a day shall require the employee to notify the Department Head or his or her designee.

An employee absent from work utilizing a day of Sick Leave for his or her own illness must be at home, or must advise the Director of Public Works or his designee of the location where he or she can be located, during the hours scheduled to work for which Employee is being paid and reported off sick except to go to the doctor or seek medical assistance. The Township reserves the right to send an appropriate official to confirm the Employee's whereabouts or to order the Employee to a physician of Township's choice to report on condition of the Employee. If such examination determines no sickness is evident, employee may be subject to discipline.

During a period of disability, employees may elect, if they so desire, to first utilize all or any part of their accumulated sick leave. In the absence of such elections, leaves of absence provided by this Article will not affect in any manner whatsoever, the accumulated sick leave of the disabled employee.

Where a disability work-connected injury is sustained and causes an extended absence, the Township Council will adopt a resolution granting the injured employee up to one-year leave of absence with pay. If and when such action is taken, the employee shall not be charged with sick time beyond that charged at the time of the disability.

In the event of such action, the employee must agree in writing to reimburse the Township for payments he may receive as Workers' Compensation, insurance benefits or from any settlement or judgment paid to the employee by a person or corporation held responsible for such injury.



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

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

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

All full time employees hired subsequent to November 1, 1981 shall accumulate unused sick time leave to a maximum of \$ 7,500.00 which shall be redeemable upon retirement.

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Section 2. Transitional Duty

Policy

The Township will endeavor to bring employees with temporary disabilities back on the job as soon as possible and may assign transitional duty to employees who temporarily cannot perform the essential functions of their positions because of injury or illness.

Duration

Transitional duty is not guaranteed and will normally not exceed 60 workdays, but may exceed 60 workdays at the discretion of the Township Administrator.

Transitional duty may be implemented as soon as the temporarily disabled employee is able to return to work with restrictions. Transitional duty will only be assigned if the employee will likely be able to fully perform the essential functions of his or her permanent job title after the transitional duty period. The Department Head will consult with the employee's immediate supervisor to determine if there is any meaningful work that can be performed consistent with the medical restrictions. The Department Head will decide if it is in the best interest of the Department to approve a transitional duty request and will notify the employee of the decision. The Department reserves the right to terminate the transitional duty assignment at any time without cause.

Assignment

Decision on the assignment of transitional duty shall be made based on the availability of appropriate assignments given the employee's knowledge, skills and abilities; availability of transitional duty assignments; and the physical limitations imposed on the employee.

Employees shall be assigned to transitional duty in the Public Works Department, Public Works Garage. If there is insufficient work for an employee to perform, given their medical



restrictions, the supervisor may allow the employee to leave after completing one-half (1/2) of their scheduled work day.

Every effort shall be made to assign employees to positions consistent with their title and pay classification. However, where appropriate, personnel deemed may be assigned to positions designated for personnel of lower rank or pay classification. Employees thus assigned shall:

- Retain the privileges of their rank and/or title but shall answer to the supervisory employee of the unit to which they are assigned with regard to work responsibilities and performance; and
- Retain the pay classification and related benefits of the position held prior to their assignment to transitional duty.

Employees may not refuse transitional duty assignments that are recommended and approved by the Workers' Compensation Physician or the Township's consulting physician. In such cases, failure to report to work as directed shall constitute grounds for discipline.

Medical Verification

If an employee believes that the transitional duty assignment is inconsistent with the employee's medical restrictions, the employee may request a meeting with the Township Administrator who will render a written response after consulting with the Township's consulting physician. In determining whether the employee is able to return to work on a transitional duty status, the Township's consulting physician will consider any report provided by the employee's treating physician. The final decision as to ability to return to work, however, will be made by the Township's consulting physician.

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Benefits During Transitional Duty

Employees on transitional duty will receive their regular salaries and other employment benefits and are prohibited from engaging in any outside employment of any kind unless they receive prior written approval from the Township Administrator. Employees who are on transitional duty are not eligible for overtime work assignments.

Return to Full Duty

It is expected that at the end of the transitional duty period or the expiration of 60 work days, the employee will return to full duty. If at the end of the transitional duty period or sixty (60) days, the employee is not able to return to work without restrictions, the Department Head will meet with the employee to discuss the options available. Depending on the medical prognosis for the employee's return to full duty, the Department Head and/or Township Administrator reserves the right to extend the transitional duty or take other appropriate actions based on the employee's status and medical prognosis for return to full duty.

Other Rights Unaffected

This policy does not affect an employee's rights under the Americans with Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act, or other Federal or State law.

Leaves During Transitional Duty

Any time off taken while on transitional duty will be charged accordingly (i.e., vacation leave, sick leave, personal leave, etc).

Section 3. Maternity Leave

In the event of a leave of absence due to pregnancy, the employee shall inform the employer, in writing, of the date the employee will begin her maternity leave and the date the



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

Section 4. Military Leave

Employees shall be entitled to paid and unpaid military leave in accordance with the specific requirements of New Jersey statutes, regulations and Federal Law.

Section 5. Compensatory Leave

In place of payment of overtime, an employee may be granted leave with pay as compensation for overtime work. This leave shall be calculated on a time-and-a-half basis. Such requests must be approved by the employee's Department Head.

There shall be a cap of eighty (80) hours on the amount of compensatory time that may be accumulated and such time must be used within twelve (12) months of when it was earned. Once an employee elects to be paid by compensatory time for overtime worked, the payment must be taken in compensatory time and will not be paid in cash.

Section 6. Leave Because of Death

Leave with pay, not exceeding five (5) days, shall be granted by the Department Head, with the approval of the Business Administrator, to any employee in the event of a death in the employee's "immediate family." The term "immediate family," for all the purposes of this Section shall include only the employee's spouse, child (natural, adopted or step), mother or father, brothers or sisters.

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

Section 7. Leave Without Pay

Leave without pay shall be granted only when the employee has used his/her accumulated sick leave in the case of illness. In the event leave without pay is requested for reasons others than illness an employee must have used his/her vacation leave. Written request for leave without pay must be signed by the employee, endorsed by the Department Head, and approved by the Business Administrator before becoming effective. During the Leave of Absence without pay, the employee shall reimburse the Township for all Health Benefit costs.

Such leave, except for military leave without pay, shall not be approved for a period longer than six months at one time. The Business Administrator with the Department Head's consent may extend such leave for an additional six months or any portion thereof.

A request for any type of leave, except sick leave or because of a death in the family shall be made ten (10) days in advance to permit engaging in a substitute for the particular position held by the applicant.

Section 8. Terminal Leave

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

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

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ARTICLE 8

SENIORITY AND PERMANENT EMPLOYEE SECURITY

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

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

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

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

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

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

- a. Voluntary resignation;
- b. Discharge for just cause;

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c. Failure to return to work within five (5) working days after being recalled by registered or certified mail, return receipt requested, unless due to actual illness or accident. The Employer may require substantiating proof of illness or accident.

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

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

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

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

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

ARTICLE 9

BULLETIN BOARDS

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

ARTICLE 10

CLOTHING ALLOWANCE

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

<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00

Effective January 1, 2011 the payment of clothing allowance shall be incorporated into an employee's base pay. Employees shall only be entitled to one (1) clothing allowance from the Township, and if an employee works in two (2) separate titles for the Township, each of which has a clothing allowance, such employee shall only be entitled to the higher of the two clothing allowances.

New employees will be provided with work uniforms by the Township in the year of their employment and in the next calendar year and thereafter shall receive the yearly clothing allowance as set forth above. Employees shall be permitted to wear vests in addition to the normal clothing permitted during the periods of their shifts, provided that said vests are of the appropriate color and construction.

ARTICLE 11

NON-DISCRIMINATION

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

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ARTICLE 12

GRIEVANCE MACHINERY

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

Section 2. A grievance within the meaning of this Agreement shall be limited to any controversy or dispute arising between the parties hereto relating to any matter of wages, hours and working conditions, or any dispute between the parties involving interpretation or application of any provisions of this Agreement, exclusively.

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

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

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

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

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

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

If the decision at Step 3 fails to result in a satisfactory adjustment of the grievance, then in that event, the Association may, within thirty (30) days request the New Jersey State Board of Mediation to appoint an arbitrator who shall have full power to hear and determine the dispute and the arbitrator's decision shall be final and binding on all parties.

The arbitrator shall have no authority to change, modify or amend the provisions of the Agreement.

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

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ARTICLE 13

JURY DUTY

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

ARTICLE 14

RIGHTS OF VISITATION

The Business Agent or his representatives, or any officer of the Union shall have admission to the Employer's premises at any time during working hours for the purpose of ascertaining whether this Agreement is being carried out in good faith or for the purpose of assisting in the adjustment of any grievance which may have arisen. No such representative, however, shall have the privilege of roaming about the premises, but shall first apply to the Business Administrator for permission to visit, which permission shall be reasonably granted; it being understood, however, that such representative shall not, in any way, interfere with the working of the bureau during working hours and that this privilege shall be so exercised as to keep at a minimum time lost thereby to the Employer.



ARTICLE 15

COMPENSATION SCHEDULE 2010-2015

GUIDE EFFECTIVE UPON RATIFICATION AND EXECUTION OF THE
COLLECTIVE NEGOTIATIONS AGREEMENT

Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Laborer	40,900	41,900	42,900	43,900	44,900	45,900	46,900	47,900	48,900	49,900
Public Works Repairer	52,900	54,200	55,300	56,400	57,500	58,600	59,700	60,900	62,900	64,400
Omnibus Driver	49,000	50,500	52,000	53,500	55,500	57,500	59,500	61,500	62,730	63,552
PT Omnibus Driver (Hourly)	15.00 to 20.00 per hour based on qualifications.									

ALL EMPLOYEES HIRED AFTER JANUARY 1, 2010 SHALL START AS LABORERS AND SHALL BE PLACED IN THE STEP AS IT RELATES TO THEIR PRIOR WORK QUALIFICATIONS UPON THE RECOMMENDATIONS OF THE APPOINTING AUTHORITY UNDER THE RULES OF THE NEW JERSEY CIVIL SERVICE COMMISSION.

TO QUALIFY FOR PROMOTION TO THE NEXT CATEGORY, A LABORER MUST BE WORKING IN STEP 8; A PUBLIC WORKS REPAIRER MUST BE IN STEP 8 TO QUALIFY FOR A PROMOTIONAL EXAM FOR SENIOR PUBLIC WORKS REPAIRER.

OMNIBUS DRIVER SALARY SCHEDULE REFLECTS A FULL TIME BUS DRIVER. AT THE PRESENT TIME THIS IS A PART TIME POSITION COMPENSATED AT 60% OF THE ABOVE SALARY SCHEDULE. THE PRESENT DRIVER IS AT STEP 10. EFFECTIVE IN 2011, THE PERCENTAGE INCREASE FOR OMNIBUS DRIVER IS 1.5% IN EACH YEAR.

Title	2010	2011	2012	2013	2014	2015	2016	2017
Senior Public Works Repairer	63,552	63,552	63,552	64,823	66,120	67,442	68,791	70,167
Mechanic/Senior Public Works Repairer	67,472	67,472	67,472	68,821	70,197	71,601	73,033	74,494

Section 2. Pay Periods The Township shall pay its employees on a bi-weekly payroll schedule of twenty-six (26) times annually. Each payroll period shall consist of ten (10) working days, so that the bi-weekly rate of pay of each employee shall be 1/26th of the employee's annual salary. In a year in which twenty-seven (27) pay periods shall occur, the bi-weekly rate of pay of each employee shall be 1/27th of the annual salary.

Section 3. Longevity

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

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

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

After 5 continuous years	\$ 500.00
After 10 continuous years	1,000.00
After 15 continuous years	1,500.00
After 20 continuous years	2,000.00
After 25 continuous years	2,500.00

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

ARTICLE 16

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

Medical Benefits are defined as meaning all health premiums paid for Health Benefits; Prescription Benefits; and Dental Benefits. The Township has the right to change benefit providers as long as the benefits are substantially equivalent.

Employees will be required to contribute a minimum of 1.5% of their salary toward the cost of their Health Benefits. Contributions will increase each year in accordance with the requirements of P.L.2011. Ch.78. However, should changes be made by state statute during the term of this agreement, this contract will be amended to accommodate such changes.

The following benefits shall also be provided by the Employer:

1. Group Life Insurance - \$10,000.00
2. Group Accident Insurance:
 - (a) Indemnities for Death, Dismemberment and Loss of Sight -- Accidents (employees only)
 - (b) Maintenance of existing disability insurance for all fulltime employees.
 - (c) Major Medical Expense Benefits in accordance with New Jersey State Health Benefit Plan.
3. Dental Plan -- The Township shall continue the current Dental Insurance Plan which includes a deductible of twenty-five (\$25.00) dollars per person and seventy-five (\$75.00) dollars per family.
4. Prescription Plan - Effective in 2011 and for the duration of the contract, the Prescription Plan co-pay shall change from a 5/10 plan Generic/Brand to a co-pay of 5/15 Generic/Brand. There shall be no differential reimbursed if a generic version is not available.
 - (a) If an employee does not wish to be covered by the medical prescription and/or dental insurance programs and furnishes proof of substitute coverage through spouse's employment or other equivalent plan, the employee shall be permitted to opt out of participation in any one combination or all of the insurance programs. The employee shall opt out using such



forms and/or procedures as established by the Business Administrator. In exchange for such non-participation, the employee shall be entitled to receive, in December of each year, the sums set forth in Section b. hereof prorated for the number of months during the preceding year that the employee did not participate in the insurance plan. However, In the case of an employee and their spouse both being entitled to health benefits either through active employment or retirement, only one member of the couple may participate in the health benefit plans. Should the employee's substitute coverage lapse between the time the employee opts out of the Township Insurance Plan and the next enrollment, THE EMPLOYEE SHALL PAY THE COST OF CONTINUING COVERAGE UNDER COBRA PROVISIONS UNTIL THE NEXT ENROLLMENT.

(b) Employee cash entitlement on an annual basis in exchange for non-participation in Township insurance programs:

MEDICAL INSURANCE only - \$3,000.00

MEDICAL AND PRESCRIPTION - \$4,000.00

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

ARTICLE 17

MEDICAL BENEFITS TO RETIRED MEMBERS

Section 1. Effective commencing on January 1, 1984, an Association Member who retires in good standing, with at least twenty-five (25) years of continuous service, shall be covered for Blue Cross/Blue Shield, with Major Medical and Prescription Plan and Dental Coverage, at no cost to the member. Such coverage will continue until the retired member reaches age sixty-five (65).

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After age sixty-five (65) a Medical/Dental Health Plan will be provided to supplement Medicare-Medicaid with coverage equal to pre-retirement agreement for employees with over 25 years of service on the same terms as active employees. This benefit shall only apply to members and their spouses who retire after January 1, 1984 and shall not be retroactive to members presently retired. (The parties agree that the Township has the right to change insurance carriers and make such other changes as were agreed in Article 16 above.)

Section 2. In the event an employee who has completed at least twenty-five (25) years of service and is either killed in the line of duty or dies prior to retirement, the Township shall provide the employee's spouse and dependents with the same health/hospitalization benefits as those which would have been provided had the employee retired. The cost of said benefits shall be borne totally by the Township. Said coverage for the spouse shall continue until the age of sixty-five (65) and dependent coverage shall continue until age twenty-six (26) or as subsequently provided by State or Federal law.

ARTICLE 18

SAFETY

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

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



ARTICLE 19

TRUCK DRIVERS LICENSE

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

ARTICLE 20

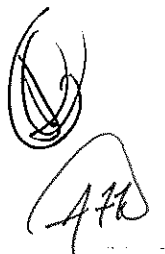
TERM OF AGREEMENT

Section 1. This contract shall remain in full force and effect until the thirty-first (31st) day of December 2017.

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

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

Section 4. The Association shall have the right to open negotiations on the terms of a new agreement on or after September 1, 2017. This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the date of expiration set forth herein until the parties have mutually agreed on a new Agreement.

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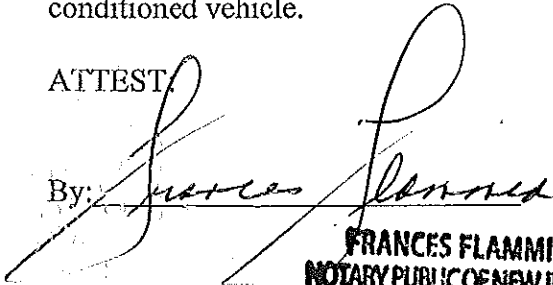
ARTICLE 21

OUTSIDE ACTIVITIES

No employee shall be assigned to outside activities on the road or elsewhere except for emergency situations when the temperature is 95 degrees Fahrenheit or above. In the event that employees are engaged in outside activities and the temperature subsequently reaches 95 degrees Fahrenheit, they shall cease activities on the road and return to the garage to perform work of a less exhaustive nature. This shall not apply to employees assigned to work within an air-conditioned vehicle.

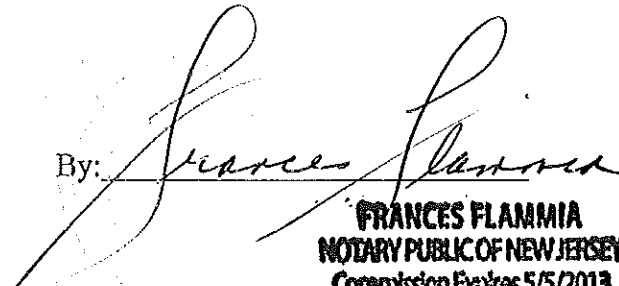
ATTEST:

By:


FRANCES FLAMMIA
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/5/2013


ATTEST:

By:


FRANCES FLAMMIA
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/5/2013

TOWNSHIP OF CLARK

By:

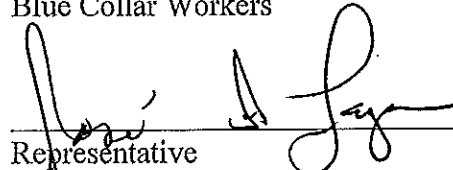

Salvatore Bonaccorso, Mayor

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

First Vice President

Blue Collar Workers

Representative



Representative

