

Contract no. 1062

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

JUN 25 1992

RUTGERS UNIVERSITY

**AGREEMENT
between
THE TOWNSHIP OF CLINTON
and
TEAMSTERS LOCAL 866, a/w INTERNATIONAL
BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA**

January 1, 1991 through December 31, 1993

Prepared by:

Richard M. Salsberg, Esq.
DeMARIA, ELLIS, HUNT & SALSBERG
744 Broad Street
Suite 1400
Newark, New Jersey 07102
Telephone: (201) 623-1699

5/8/91
0692L

T A B L E O F C O N T E N T S

<u>Article</u>		<u>Page #</u>
	PREAMBLE	1
1	RECOGNITION	2
2	DUES CHECK-OFF	3
3	UNION REPRESENTATION	8
4	MANAGEMENT RIGHTS	11
5	NO-STRIKE PLEDGE	14
6	GRIEVANCE PROCEDURE	16
7	SENIORITY	22
8	PROBATIONARY PERIOD	23
9	JOB POSTING	24
10	HOURS OF WORK AND OVERTIME	25
11	BULLETIN BOARDS	27
12	HOLIDAYS	28
13	VACATIONS	30
14	INSURANCE BENEFITS	32
15	BEREAVEMENT PAY	33
16	NON-DISCRIMINATION	34
17	JURY DUTY	35
18	SAFETY COMMITTEE	36
19	MILITARY LEAVE	37
20	INJURY ON OTHER EMPLOYMENT	38
21	PERSONAL LEAVE	39
22	SICK LEAVE	40
23	FULLY BARGAINED PROVISIONS	42
24	CLOTHING	43
25	UNPAID LEAVE OF ABSENCE	44
26	WAGE INCREASES	46
27	LONGEVITY	47
28	EFFECT OF LEGISLATION - SEPARABILITY	48
29	EDUCATION AND TRAINING	49
30	PERFORMANCE EVALUATION	50
31	TERM AND RENEWAL	51

PREAMBLE

- A. This Agreement made this *8th* day of *August*, 1991, by and between the TOWNSHIP OF CLINTON, in the County of Hunterdon, State of New Jersey, a public employer of the State of New Jersey (hereinafter referred to as the "Township"), and TEAMSTERS LOCAL 866, a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (hereinafter referred to as the "Union"), represents the complete and final understanding on all bargainable issues between the Township and the Union.
- B. The purpose of this Agreement is to set forth herein all negotiable terms and conditions of employment.

ARTICLE 1

RECOGNITION

A. The Township recognizes the Union as the exclusive representative, for the purpose of collective negotiations with respect to the terms and conditions of employment of all regularly-employed full-time and regularly employed part-time* blue collar public works employees employed by the Township, but excluding all other employees including confidential employees, white collar employees, managerial executives, police, professional employees, craft employees and supervisors within the meaning of the Act.

* Part-time employees are defined as those working at least twenty (20) hours per week. Part-time employees working less than twenty (20) hours are not part of the bargaining unit.

ARTICLE 2

DUES CHECK-OFF

- A. The Township agrees to deduct from the wages of its employees covered by this Agreement dues which said employees individually and voluntarily authorize the Township to deduct. All such deductions will be made in compliance with applicable law.
- B. If, during the life of this Agreement, there should be any change in the rate of membership dues, the Union shall furnish to the Township written notice ninety (90) days prior to the effective date of such change.
- C. The Union will provide the necessary "check-off authorization" form and will secure the signatures of its members on the forms and deliver the signed forms to the Township. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township either in reliance upon the salary deduction authorization forms submitted by the Union to the Township or in reliance upon the representation fee deductions of this Article. It is specifically agreed that the Township assumes no obligation, financial or otherwise, arising out of the provisions of this Article. Once the funds are remitted to the Union, their disposition shall be the sole and exclusive obligation and responsibility of the Union.

- D. Payroll deductions of Union dues under the properly executed authorization for payroll deduction of Union dues form, shall become effective on the month following the time the form is signed by the employee, and shall be deducted and paid to the Union once each month.
- E. The Township shall be relieved from making "check-off" or representation fee deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an employee to work from any of the foregoing enumerated absences, the Township will resume the obligation of making said deductions in accordance with Paragraph D hereof.
- F. The Township shall not be obliged to make dues deductions or representation fee deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions. If an employee is in arrears due to the Township's failure to make proper deductions, however, the Township will deduct the appropriate amount when requested and verified by the Union.
- G. If a bargaining unit employee does not become a member of the Union during any calendar year which is covered in whole

or in part by the Agreement, said employee will be required to pay a representation fee to the Union for that year. The purpose of this fee will be to offset the employee's per capita cost of service rendered by the Union as majority representative.

H. Prior to the beginning of each calendar year, the Union will notify the Township in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that calendar year. The representation fee to be paid by non-members will be equal to 85% of that amount.

I. 1. Once during each calendar year covered in whole or in part by this Agreement, the Union will submit to the Township a list of those employees who have not become members of the Union for the then current membership year. The Township will deduct from the salaries of such employees, in accordance with paragraph I.2., below, the full amount of the representation fee and will transmit the amount so deducted to the Union.

2. The Township will deduct the representation fee in equal installments as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership in question. The deductions will begin with the first paycheck paid:

a. Within thirty (30) days after receipt of the aforesaid list by the Township; or

- b. Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Township in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 30 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
3. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.
4. The Union will notify the Township in writing of any changes in the list provided for in paragraph 1, above, and/or reflected in any deductions made more than thirty (30) days after the Township received said notice.
5. On or about the last day of each month, the Township will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job titles and dates of employment for all such employees.

6. The Union agrees that it has established and shall maintain at all times a demand and return system as provided by N.J.S.A. 34:14-5(c) and 5.6, and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system or if membership is not so available, the Township may cease making said deductions.

ARTICLE 3

UNION REPRESENTATION

A. Upon notification to and approval by the appropriate supervisor, the privilege of one steward to leave his work at a reasonable time during working hours without loss of pay is extended with the understanding that the time will be reasonable, will be devoted solely to the proper handling of legitimate Union business, and will not unduly interfere with the normal working operations of the Township. The Union agrees that it will notify the Township in writing as to the name of the employee designated as the steward, and the Union further agrees that the privilege of attending to legitimate Union business during working hours shall not be abused.

B. The Township recognizes the right of the Union to designate one job steward and one alternate.

The authority of the job steward and alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of this Agreement;
2. The collection of dues when authorized by appropriate local Union action;

3. The transmission of such messages and information which shall originate with, and are authorized by the local Union or its officers, provided such messages and information

(a) have been reduced to writing, or

(b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Township's business.

Job stewards and alternates have no authority to take strike action, or any other action interrupting the Township's business.

C. The Township shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized action, slowdown or work stoppage in violation of this Agreement.

D. A duly authorized representative of the Union, designated in writing after notice to the supervisor and municipal Clerk in charge, during reasonable business hours, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and for investigation of complaints arising under this Agreement provided, however, that there is no interruption of the Township's working schedule.

E. The Township will notify the Union prior to a layoff.

F. The Township will provide the Union with an updated list of covered employees showing name, address, classification and social security number once every six (6) months.

G. The Township will notify the Union within one (1) month of any new hires.

H. Employees shall have the right to examine their personnel file upon proper advance notice.

I. The employer will notify the Union in writing of all promotions, demotions, transfers, suspensions and discharges.

ARTICLE 4

MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States; including, but without limiting the generality of the foregoing, the following rights:

1. All management functions and responsibilities which the Township has not expressly modified or restricted by specific provision of this Agreement.
2. The right to establish and administer policies and procedures related to personnel matters, Township control activities, training, operational functions, performance of services and maintenance of the facilities and equipment of the Township.
3. To reprimand, suspend, discharge or otherwise discipline employees.
4. To hire, promote, transfer, assign, reassign, lay-off, and recall employees to work.
5. To determine the number of employees and the duties to be performed.

6. To maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate, or abolish any job or job classification, department or operation or service. However, before any job is abolished, the Township will provide advance notice to the Union.
 7. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and any other property of the Township.
 8. To determine the number, location and operation of divisions, departments, work sections, and all other work units of the Township, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force.
 9. To subcontract for any existing or future services as allowed by law.
 10. To make or change Township rules, regulations, policies, and practices.
 11. And otherwise to generally manage the affairs of the Township, attain and maintain full operating efficiency and productivity and to direct the work force.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township shall only be limited by the language of this clause.

- C. In recognition of the rulings of the Courts of New Jersey the parties recognize that the exercise of managerial rights is a responsibility of the Township on behalf of the taxpayers and that the Township cannot bargain away or eliminate any of its managerial rights.
- D. The failure to exercise any of the foregoing rights, or any right deemed to be a management right by tradition, by agreement, by mutual acceptance, or by practice, shall not be deemed to be a waiver thereof; all management rights ever granted or exercised heretofore are specifically incorporated herein. Any act taken by the Township not specifically prohibited by this Agreement shall be deemed a management right, and shall be considered such as if fully set forth herein.

ARTICLE 5

NO STRIKE PLEDGE

- A. It is recognized that the need for continued and uninterrupted operation of the Township's departments is of paramount importance to the citizens of the community and that there should be no interference with such operations.
- B. The Union covenants and 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 nor will any of its members take part in any strike (i.e. the concerned failure to report for duty or willful absence of any employee from his/her position or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other job action against the Township.
- C. The Union agrees that it will do everything in its power to actively discourage any strike, work stoppage, slowdown or other activity aforementioned, including, but not limited to publicly disavowing such action, and directing all such members who participate in such activities to cease and desist from such activities immediately and to return to work along with such other steps as may be necessary under the circumstances, and to bring about compliance with its

order. The Union agrees that it will undertake any necessary actions at its own expense to terminate any of the above activity on the part of its members of the bargaining unit.

- D. Any activity enumerated above on the part of a Union member or member of this bargaining unit will be deemed as appropriate grounds for the termination of employment from the Township.
- E. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for an injunction or damages, or both, in the event of such breach by the Union or any of its members.

3

ARTICLE 6

GRIEVANCE PROCEDURE

A. DEFINITION

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the express terms of this Agreement, or policies or administrative decisions which affect terms and conditions of employment, and may be raised by an individual unit employee, a group of unit employees, or the Union on behalf of an individual unit employee or a group of individual unit employees.

B. PURPOSE

The purpose of this grievance procedure is to secure a solution to grievances as herein defined. The parties agree that grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall by-pass any step of the grievance procedure except as expressly agreed to between the parties and any failure to prosecute a grievance within the time periods provided shall constitute an absolute bar to relief and shall stop the grievant from prosecuting his grievance in any forum thereafter. This grievance procedure constitutes the sole and exclusive methods for raising and disposing of controversies within the definition of the term.

C. PROCEDURE

STEP ONE

The aggrieved shall institute action in writing, under the provisions hereof, within seven (7) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purposes of resolving the matter informally. Failure to act within seven (7) calendar days shall be deemed to constitute an abandonment of the grievance. The immediate supervisor shall render a decision, in writing, within seven (7) calendar days after receipt of the grievance. The written grievance must identify the grievant by name(s) and be signed by him/her (them). It must set forth a statement of the facts constituting the grievance, the approximate time and place of occurrence of the facts leading to the grievance, the names of all Township representatives whose action or failure to act forms the basis of the grievance, the names of all witnesses the grievant intends to present, and the specific contract provision(s), if any, forming the basis of the grievance, and must set forth the remedy sought by the grievant. The matters identified in the written grievance shall not be expanded upon subsequent to its filing.

STEP TWO:

In the event that the grievance is not resolved to the satisfaction of the aggrieved at Step One above, the grievance may be filed in writing with the Supervisor of Public Works or his designee, within seven (7) calendar days. If requested, the Local Union Representative may participate. The Supervisor of Public Works, or his designee, shall have seven (7) calendar days to respond to the grievance.

STEP THREE:

If the grievance is not resolved to the satisfaction of the aggrieved at Step Two above, the aggrieved shall, within seven (7) calendar days after the response from the Supervisor of Public Works submit the grievance to the Mayor and Council. The Mayor and Council may hold a hearing on such grievance within thirty (30) calendar days after submission, and shall have fourteen (14) calendar days thereafter to render their decision. With respect only to those grievances not involving the express terms of this Agreement, or not involving policy changes resulting in changes to working conditions, and in lieu of Step Four, the decision of the Mayor and Council shall be final and binding upon the parties.

STEP FOUR:

- (1) With respect only to those grievances involving the express terms of this Agreement or policy changes resulting in changes to working conditions, and in the event the grievance is not resolved to the grievant's satisfaction at Step Three, or in the event the Mayor and Council has not served a timely written response at Step Three, then within fourteen (14) calendar days after the response date set forth in Step Three, the Union may notify the Mayor and Council in writing of the grievant's intention to submit the grievance to binding arbitration.
- (2) All matters submitted to arbitration must: relate solely to a controversy involving the express terms of this Agreement or policy changes resulting in changes to working conditions; be timely filed and timely processed through the applicable internal steps of this grievance procedure; relate solely to subject matter(s) within the required scope of negotiations as determined by the Public Employment Relations Commission and the Courts; and by way of remedy do not seek a result inconsistent with statute, administrative regulation or decisional law, inconsistent with the Township's management prerogatives set forth generally and specifically in the Management Rights Article of this Agreement, or which would significantly interfere with such management prerogatives.

- (3) Within seven (7) calendar days after the notification date set forth in Paragraph (2) above, the Union may invoke binding arbitration by submitting a written request therefor to the New Jersey State Board of Mediation, with a copy of such request to the Mayor and Council. Thereafter, binding arbitration proceedings shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the New Jersey State Board of Mediation, except as they may be expressly altered or modified herein.
- (4) The arbitrator shall be required to deliver to the parties a written award, coupled with a written opinion setting forth detailed reasons, findings of fact, and conclusions of law utilized in making his award, by no later than thirty (30) days from the date of closing the hearings, or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The arbitrator expressly has no authority to modify, add to, subtract from, or in any way whatsoever alter the provisions of this Agreement, and shall be expressly bound by the considerations set forth in Paragraph (2) above.
- (5) Grievance and arbitration meetings and hearings shall be held at mutually acceptable times and places. The individual grievant shall have at his request a

representative from the Union to assist in the resolution of the grievance at such meetings and hearings. Requests for such representatives and any witnesses shall be made to the Supervisor of Public Works or his designee, in writing by no later than three (3) days prior to the date of any meeting or hearing, and meeting or hearing dates shall be scheduled considering the availability of all parties and witnesses and the needs of the Township.

- (6) Costs of the arbitrator shall be split between the parties.
- (7) Additional costs incurred shall be borne by the party incurring same.

ARTICLE 7

SENIORITY

- A. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in cases of layoffs, vacation choice, and promotions. In all cases, however, ability to perform the work in a satisfactory manner and qualifications, will be considered in designating the employee to be affected. Should ability and qualifications be equal, then the more senior employee shall have preference.
- B. The seniority of an employee is defined as the length of full-time continuous uninterrupted service as a Township employee dating back to the original date of hire in the bargaining unit.
- C. In the event of layoffs and rehiring, the last person hired in a job classification affected shall be the first one to be laid off, and the last person laid off shall be the first to be recalled in accordance with his seniority in his classification, provided the more senior employee is able to do the available work in a satisfactory manner, and provided that he has the proper qualifications, as per Paragraph A, above.
- D. Once every six (6) months, the Township shall prepare and forward to the Union a seniority list of employees by classification and by length of service with the Township, if requested by the Union.

ARTICLE 8

PROBATIONARY PERIOD

- A. During the first 90 days of continuous employment, an employee shall be considered a probationary employee, and the Township may terminate his or her employment within that time without challenge, by either the employee or the Union, and without resort to any grievance procedures or any other hearing procedure. The Township reserves the right to extend a probationary period upon notice to the Union, for an additional forty-five (45) day period.
- B. The Township retains the sole right to establish a hiring rate for probationary employees.

ARTICLE 9

JOB POSTING

Notice of bargaining unit vacancies will be posted on the bulletin board with a copy submitted to the Shop Steward of the Union. Bargaining unit members will have the right to apply for such positions prior to the hiring of non-employees.

ARTICLE 10

HOURS OF WORK AND OVERTIME

- A. The normal work day for bargaining unit employees who are employed as of the date this Agreement is signed shall be five (5) eight and one-half hour days, Monday through Friday. The specific shifts and hours shall be scheduled as needed by the Township, but for such present employees, shall be "day" shifts.
- B. Work in excess of eight (8) hours per day shall be compensated at the rate of time and one-half (1 1/2) the base rate of pay. However, there shall be no pyramiding or duplication of overtime payments.
- C. Employees hired after the date this Agreement is signed are subject to an alternate schedule, which might consist of hours or days of work other than Monday - Friday, and/or other than traditional day shift hours.
- D. All time shall be properly recorded.
- E. All employees shall be expected to work overtime when requested by the Township.
- F. The Township reserves the right to schedule or reschedule employees in accordance with its needs, in accordance, however with Paragraphs A and C of this Article.
- G. All meal breaks are taken on the employee's own time, as scheduled by the Township.
- H. In order to be compensable, all overtime must be approved by the Supervisor.

- I. All employees shall be entitled to a one-half (1/2) hour non-paid meal period per shift. The workday in Paragraph A, above, shall be inclusive of the meal period.
- J. For the purposes of Paragraph B, above, a work day shall be defined as the twenty-four (24) hour period beginning with 12:01 a.m. and ending 12:00 midnight.
- K. All full-time employees shall be entitled to one fifteen (15) minute break per day.
- L. All employees shall be available for call back in the event of an emergency. In the event an employee is called back for a non-snow emergency after regular working hours, employees shall be entitled to a minimum of three hours work at the overtime rate, or pay in lieu thereof.
- M. In the event of any snow emergency, if an employee works ten (10) consecutive hours, he will be entitled to a paid one half (1/2) hour meal break, and a \$7.50 meal allowance.
- N. Failure to appear when scheduled may be grounds for disciplinary action.
- O. Pay for driving a truck with a plow during snow emergencies will be at the rate of time and one-half the employee's base rate of pay.

ARTICLE 11

BULLETIN BOARDS

The Union shall have the use of one (1) bulletin board on the Township's premises for posting notices relating to Union meetings, official business, and social functions only.

ARTICLE 12

HOLIDAYS

A. Each full-time employee covered by this Agreement shall receive holiday pay equal to one (1) day's pay at eight (8) hours straight time for the following holidays:

- | | |
|-------------------------|-------------------------------|
| .New Year's Day | . Veteran's Day |
| .Martin Luther King Day | . Thanksgiving Day |
| .Memorial Day | . Day After Thanksgiving Day |
| .Independence Day | . Christmas Day |
| .Labor Day | . One-Half Day Christmas Eve |
| .Good Friday | . One Half Day New Year's Eve |
| .President's Day | . General Election Day |
| .Columbus Day | |

B. An employee required to work on a holiday shall be paid at the rate of time and one-half (1-1/2) for the actual hours worked in addition to eight (8) hours straight-time holiday pay.

C. If a holiday falls on an employee's regular day off, the employee shall receive another day off at a mutually acceptable time, or, at the option of the Township, pay for the day.

D. For the purposes of Paragraph B, in the case of five (5) day, Monday through Friday workers, if a holiday falls on a Saturday, it shall be observed on the preceding Friday; if it falls on a Sunday, it shall be observed on the following Monday.

E. There will be no holiday pay if an employee fails to report on either his workday prior to or after a holiday, unless excused by the supervisor.

- F. Failing to report on a holiday, if requested, is grounds for disciplinary action, unless excused by his supervisor.
- G. Snow emergency work, as defined in Article 10, on the day of observance under this Contract for Christmas Day, New Year's Day, Thanksgiving Day, and Easter will be paid at the rate of double time, in addition to eight (8) hours straight-time holiday pay.

ARTICLE 13

VACATIONS

A. Each employee covered by this Agreement who has had the length of continuous employment as specified in the following table shall be entitled to the working time shown as vacation pay, at his regular hourly rate of pay:

Nine (9) months	- Five (5) days
One (1) year to five (5) years	- Ten (10) days
Over five (5) years	- Fifteen (15) days

Plus one (1) additional day for each year worked to a maximum of twenty (20) days. [Maximum twenty (20) days for ten (10) years].

B. Eligibility for vacation shall be computed as of the last date on which the employment began.

C. Vacations shall be scheduled, to the greatest extent possible, according to the needs of the Township by seniority within classification and location.

D. 1. Vacations shall accrue on a monthly basis to the total number of days specified in Paragraph A above.

2. Vacations shall be taken at a minimum of one (1) day at a time unless the Township approves less at its option.

3. Employees shall submit vacation requests by April 15 of any calendar year. Vacation requests other than as scheduled by April 15 will be reviewed by the Township on a case-by-case basis.

4. Requests to carry vacation from one year to the next shall be reviewed by the Township on a case-by-case basis.
5. Vacation pay shall be paid in advance, provided proper advance notice of at least two (2) weeks is given to the Township, and provided the vacation is for at least one (1) week.

ARTICLE 14

INSURANCE BENEFITS

- A. All eligible members of the bargaining unit shall receive, at the Township's expense, hospitalization, medical, surgical, Rider J, major medical benefits, and dental benefits, for themselves and their eligible dependents.
- B. All eligible members of the bargaining unit shall receive, at the Township's expense, short term and long term disability insurance.
- C. The Township reserves the right to change carriers or to self-insure, but agrees that the benefits will be comparable in the event of such a change.

ARTICLE 15

BEREAVEMENT PAY

- A. Every permanent full time employee shall be granted up to a maximum of three (3) consecutive days leave, including the day of the funeral, without loss of regular straight-time pay, upon the death of a member of his immediate family. In the case of a family crisis, up to five (5) days of unpaid leave may be allowed in the sole discretion of the Mayor and Township Committee.
- B. Immediate family shall be defined as: the employee's, spouse, brother, sister, children, parents, mother-in-law, father-in-law, or any other blood relative of ~~employee~~ residing as a regular member of the employee's household at time of death.

ARTICLE 16

NON-DISCRIMINATION

The parties agree that they will comply with all State and Federal statutes regarding discrimination.

ARTICLE 17

JURY DUTY

- A. Employees called for jury duty shall be granted leave with straight-time pay less any compensation (excluding travel expenses) they may receive for attending said Court proceeding for a maximum of four (4) weeks.
- B. If an employee is required to remain on jury duty for longer than the four (4) week period, then upon submission of a letter from the Judge presiding over the case expressing such requirement, the Township shall grant up to one (1) additional week's leave.
- C. If employees are required to serve on jury duty, such employees shall be required to notify their immediate superiors in advance and report for their regularly assigned work on the calendar day immediately following their final discharge from jury duty. If discharged from jury duty more than three (3) hours prior to the end of a work day, employees shall report for work for the duration of the work day. Employees must also report on any day during the scheduled jury duty when their presence is not required.

ARTICLE 18

SAFETY COMMITTEE

The Union may appoint a committee, not to exceed two (2) people, to meet with the Township's designee, as needs arise to discuss and make recommendations relating to the safety of the employees and the public.

ARTICLE 19
MILITARY LEAVE

Township employees in the military reserves are granted Military Leave to fulfill their military obligations in accordance with law.

ARTICLE 20

INJURY ON OTHER EMPLOYMENT

Any employee covered by this Agreement who is injured while working at another job, whether authorized or not by the Township, and whether self-employed or not, shall not be entitled to collect any sick leave nor accrue any sick or vacation time, or any other benefits, with the Township during his absence.

ARTICLE 21

PERSONAL LEAVE

- A. Each employee may be eligible for three (3) days Personal Leave, which may be used for personal business which cannot be conducted after the work day. The employee must have the permission of his or her immediate supervisor before Personal Leave can be taken and Personal Leave time shall not be accumulative. Employees must provide one (1) week's notice to the immediate supervisor. Leave may not interfere with the efficient operation of the Department, and may be taken in no less than half (1/2) day increments.
- B. No personal leave will be granted on an employee's workday immediately prior to or after a holiday.

ARTICLE 22

SICK LEAVE

- A. All employees covered by this Agreement shall be granted sick leave with pay of one (1) working day for every full month of service. Unused sick days may be accumulated to a maximum of ninety (90) days.
- B. Sick leave shall be defined as exposure to a contagious disease that would endanger the health of co-workers, or absence from duty due to illness or injury.
- C. During an employee's probationary period, sick leave may be accrued but no paid sick leave will be given during this period. Sick leave is not advanced and cannot be used until it is earned.
- D. Supervisors may, in their own discretion, ask for medical proof of illness. In any event, a medical report from a practicing physician will generally be required to substantiate sick leave absences of three (3) days or more. Abuse of sick leave or "patterned illness" shall be cause for disciplinary action up to and including dismissal.
- E. In the event of a work-incurred injury, an employee must apply for Worker's Compensation benefits. An employee shall receive the equivalent of full salary during leave for work-incurred injuries. The Township shall have the option to pay the salary and receive the employee's compensation check, or to pay only, the difference, allowing the employee to receive the compensation check.

- F. The Township reserves the right to assign "light duty work" to an employee, at its option.
- G. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician chosen by the Township, or by its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a Judgment in the Division of Worker's Compensation, establishing such further period of disability, and such findings by the Division of Worker's Compensation, or by the final decision of the last reviewing Court, shall be binding upon the parties.
- H. Upon actual nondeferred retirement, after twenty-five (25) years of service with the Township under P.E.R.S., an employee will be paid for one-half their unused accumulated sick time, in either compensatory time or in pay at the option of the Township.
- I. Sick leave may be used in minimum full day increments, unless the Township approves a shorter minimum, in its discretion.

ARTICLE 23

FULLY BARGAINED PROVISIONS

- A. The parties agree that they have fully bargained and agreed upon all terms and conditions of employment that were or could have been the subject of negotiations. This 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.
- B. The Township and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement.
- C. 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 24

CLOTHING

- A. Employees covered under this Agreement shall wear special clothing if required by the Township. If so required, the Township will provide an annual clothing allowance of \$200 in 1991, \$225 in 1992, and \$250 in 1993. These amounts will be paid each year after the Township's official budget is approved and passed.
- B. The Township shall provide safety equipment which it determines is necessary.

ARTICLE 25

UNPAID LEAVE OF ABSENCE

- A. At the discretion of the Mayor and Council, any employee may be granted a leave of absence without pay.
- B. An employee on leave of absence without pay, except military leave, does not accrue annual leave, sick leave benefits, or any other benefits, with the exception of membership in the health benefit plan, which may continue, and membership in the retirement system, which may be continued by forwarding a copy of the Mayor and Council's resolution authorizing the leave of absence. However, no payments will be made by the Township for health insurance or to the pension system during this leave of absence. The Township will make available to an employee on leave necessary information to continue health coverage on his own.
- C. A leave of absence shall not exceed six (6) months in length, after which it may be reconsidered, and any requested extension shall either be granted or denied. During such periods of leave, the Township shall have the right to replace the employee on leave with a temporary employee for the duration of the leave.
- D. Employees are required to notify the Township of the anticipated date of return, as soon as such date is known to the employee. Failure to return on such date without notice shall be considered a voluntary resignation.

- E. The Township shall have the sole discretion in matters of leaves of absence and each decision made shall be on its own merits. In no event shall the decision whether or not to grant a leave be precedential as to any other decision regarding a leave.
- F. An employee on authorized leave of absence shall retain seniority for "length of service" purposes.

ARTICLE 26

WAGE INCREASES

- A. All members of the bargaining unit who are employed as of the date hereof, shall receive a six (6%) percent wage increase, retroactive to January 1, 1991 (or date of hire, whichever is later).
- B. All members of the bargaining unit shall receive a five (5%) percent wage increase effective January 1, 1992.
- C. All members of the bargaining unit shall receive a five (5%) percent wage increase effective January 1, 1993.
- D. The Township and the Union agree that there is a continued need to discuss and resolve the issue of how a bargaining unit member moves to "top rate" within scale. In addition, the parties agree that such discussions should include the subjects of evaluations, hiring rates, and movement along the scale. Toward that end the parties agree to meet, confer and discuss these issues within a reasonable time after this Agreement is signed, with their ultimate aim being to resolve these issues in a mutually-satisfactory manner. Until such time, the parties agree to abide by current practices.

ARTICLE 27

LONGEVITY

A. Employees shall receive, in addition to their annual pay, longevity pay in accordance with the following schedule:

5 years of continuous completed
service with the Township - \$500.00

10 years of continuous completed
service with the Township - \$875.00

12 years of continuous completed
service with the Township - \$1000.00

B. Payments will be in a lump sum in either one or two annual installments.

ARTICLE 28

EFFECT OF LEGISLATION - SEPARABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect, and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of New Jersey, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 29

EDUCATION AND TRAINING

- A. The Township may request that an employee enroll in job-related training courses. The employee may also take the initiative and request that the Township sponsor employees in courses which are considered to be job-related.
- B. Upon authorization by the Mayor and Council, the cost of tuition and required text books for these job-related courses will be borne by the Township. Where possible, courses will be taken on the employee's time.
- C. Evidence of passing grades and a properly executed and documented voucher must be submitted to the Mayor and Council.
- D. The decision of the Mayor and Council with respect to the approval or denial of requests to take courses shall be on a case-by-case basis and shall not be precedential.
- E. The Township may, in its discretion, pay employees' expenses for obtaining necessary licenses. It shall be each employee's own responsibility to obtain and keep current any required license.

ARTICLE 30

PERFORMANCE EVALUATION

The Township reserves the right to establish a performance evaluation system and to conduct the performance evaluations of all personnel covered by this Agreement. Performance evaluations may be conducted by the appropriate supervisor and the employee will be provided with a copy of his/her performance evaluation. An employee will have the right to attach their own rebuttal to the evaluations. Disagreements as to such evaluations may be submitted to the grievance procedure to the Mayor and Township Committee level.

ARTICLE 31

TERM AND RENEWAL

This Agreement shall be in full force and effect as of the date hereof (except that the 1991 salary increases will be retroactive to January 1, 1991), and shall remain in effect to and including December 31, 1993. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 8th day of August, 1991.

TOWNSHIP OF CLINTON

Thomas S. Gaden
For the Township

For the Township

Carol A. Forbato
Witness

TEAMSTERS LOCAL 866 a/w
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WARE-
HOUSEMEN AND HELPERS OF AMERICA

Michael L. B...
For the Union

For the Union

John H. Purcell
Witness