

**RESOLUTION #99-2020**

**AUTHORIZING A COLLECTIVE NEGOTIATIONS AGREEMENT  
BETWEEN THE TOWNSHIP OF CLINTON AND TEAMSTERS LOCAL  
469 FOR THE PERIOD JANUARY 1, 2020 THROUGH DECEMBER 31,  
2024**

**WHEREAS**, the current Collective Negotiations Agreement (CNA) between the Township of Clinton and Teamsters Local 469 expired on December 31, 2019; and

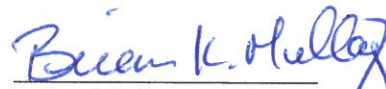
**WHEREAS**, the Township and Teamsters Local 469 have reached a tentative agreement on the terms and conditions of new CNA for the five (5) year period January 1, 2020 through December 31, 2024, attached to, and made part of, this Resolution.

**NOW THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Clinton, County of Hunterdon, State of New Jersey, that it does hereby approve the Collective Negotiations Agreement between the Township of Clinton and Teamsters Local 469 for the period January 1, 2020 through December 31, 2024; and

**BE IT FURTHER RESOLVED**, that the Mayor and Township Clerk are authorized to execute said Collective Negotiations Agreement on behalf of the Township.

ATTEST:

  
Carla Conner, Township Clerk

  
Brian Mullay, Acting Mayor

Adopted: July 8, 2020

F  
6/17/20

**AGREEMENT**

**BETWEEN**

**THE TOWNSHIP OF CLINTON**

**and**

**TEAMSTERS LOCAL 469 a/w  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS**

January 1, 2020 through December 31, 2024

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## **PREAMBLE**

A. This agreement made this \_\_\_\_ day of \_\_\_\_\_, 2020, 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 469, 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 I**

### **RECOGNITION**

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.

## 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. 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. 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 not be required to pay a representation fee to the Union for that year.

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.

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 1.2 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. 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 and Township Administrator 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 of 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 Agreement.

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.

E. Nothing contained herein shall be construed to deny or restrict the Township in its rights, responsibilities and authority under Title 40 or Title 40A of the New Jersey Statutes or any other applicable national, state, county or local laws or ordinances.

## 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 concerted 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.

## 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. All grievances shall be in writing relative to steps 3 and 4.

2. Immediate Supervisor. An employee's "immediate supervisor" shall be the person to whom the aggrieved employee is directly responsible to in the chain of command established within the Department provided that person is at least a foreman.

#### 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. All grievance hearings, as far as reasonable, shall be dealt with before or after normal work hours, while the employee is not being paid.

## 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. This step is only to be utilized if a foreman position is staffed. If such position is not staffed, then the grievant goes directly to Step Two.

### 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 Township Administrator. The Township Administrator may hold a hearing on such grievance within thirty (30) calendar days after submission, and shall have fourteen (14) calendar days thereafter to render his decision.

#### STEP FOUR:

If the grievance is not resolved to the satisfaction of the aggrieved at Step Three above, the aggrieved shall, within seven (7) calendar days after the response from the Township Administrator, 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 Five, the decision of the Township Council shall be final and binding upon the parties.

#### STEP FIVE:

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 Four, or in the event the Mayor and Council has not served a timely written response at Step Four, then within fourteen (14) calendar days after the response date set forth in Step Four, 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 therefore 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 provision of this Agreement, and shall be expressly bound by the considerations set forth in paragraph (2).

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.

D. Working During Pending Grievance. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations until such grievance and any affect thereof has been fully determined.

E. Other than seasonal and part-time employees, new employees retained beyond the probationary period shall be considered regular employees and their length of service with the Township shall begin with the original date of their employment and their names will be placed on the seniority list based upon the original hire date.

F. If new positions are created or if permanent vacancies occur which the Township intends to fill, the Township shall determine the qualifications required for the position and shall post a notice of such new position or vacancy on the bulletin board for a period of five (5) working days. Such notice shall include a description of the job and when the job will be available. All employees shall have the right to apply for the position, but shall have no superior right of selection to the same over any other person.

## 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 or assignment to 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 ninety (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 ninety (90) day period.

B. If an employee is promoted, but does not successfully complete a ninety (90) day probationary period, at Township's sole determination, the employee may be returned to his or her previous job classification.

C. 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. Employees are subject to an alternate schedule, which might consist of hours or days of work other than Monday through Friday, and/or other than traditional day-shift hours. The Township will provide the Union with thirty (30) calendar days notice of its intent to implement any change of schedule as described above. For work on Saturday or Sunday for township events (e.g. Community Day, Haunted Playground, Spring Egg Hunt, etc), the employee has the option to receive compensatory time (one for one) or to be paid at time and a one-half (1-1/2).

C. The Township reserves the right to schedule or reschedule employees in accordance with its needs, but in consideration of Paragraphs A and B of this article.

D. All Time shall be properly recorded.

E. 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. All Meal breaks are taken on the employee's own time, as scheduled by the Township.

F. For the purposes of Paragraph A above, a work day shall be defined as the twenty-four (24) hour period beginning with 12:01 a.m. and ending 12:00 p.m.

G. All employees shall be entitled to one Fifteen (15) minute break per day.

H. All employees shall be expected to work overtime when requested by the Township.

I. Work in excess of eight (8) hour 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. Pay for work during emergencies will be at the rate of time and one-half (1-1/2) the employee's base rate of pay and will continue when work rolls into the next work day until released. Hourly rate shall be calculated by dividing the sum of the employee's current annual pay rate by 2,080. All employees required to work on Sunday with less than ten days notice shall be paid at the rate of two (2) times the actual hours worked.

J. In order to be compensated, all overtime must be approved by the Public Works Manager. If the Public Works Manager is not available, overtime shall be authorized at the discretion of the Township Administrator.

K. This clause shall apply to unanticipated overtime work as opposed to scheduled overtime, which may occur outside the normal working hours of the employee. Any employee who is called back to work after completing his or her regularly scheduled shift and has punched out and left his or her place of work shall be guaranteed a minimum of four (4) hours of work at the over time pay rate, provided such hours do not overlap into the employee's regular working hours. If they do, then Employee is only paid for overtime hours actually worked. Such employee shall be required to work all hours, in addition to the four hour minimum guarantee, which are required by the employee's supervisor.

L. The Township shall allow a paid, one-half (1/2) hour lunch period when an employee is required to work ten (10) or more hours and a one-half (1/2) hour lunch period for each six (6) hours worked thereafter. For each overtime lunch period a meal allowance not to exceed \$9.00 will be given. An allowance for breakfast will be given to an individual called out up to one hour before the normal morning starting time, not to exceed \$9.00.

M. Failure to appear when scheduled may be grounds for disciplinary action. All employees must make their location and telephone number known to the Public Works Manager twelve (12) hours in advance whenever the employee will not be at their home when weather forecasts indicate severe weather (snow, ice, hail, hurricane, tornado, etc.). If the Public Works Manager is not available, the employee will contact the appointed designee or in the alternative Hunterdon County Communications.

N. Compensatory time may be "banked" up to a maximum of eighty (80) hours. Compensatory time must be used in blocks of eight (8) hours and with the permission of the Public Works Manager. Compensatory time once used can be replaced up to the maximum of eighty (80) hours. Compensatory time must be used within 12 months of the date acquired.

O. In the event that the Township closes for business due to any emergency and employees other than bargaining-unit employees are excused from work, bargaining-unit employees shall be entitled to equivalent compensatory time.

P. The Public Works Manager will reasonably attempt to assign overtime as equally as possible based upon qualifications required for the overtime work. There is no guaranty that overtime will be assigned equally because required employee qualifications for the overtime work may prevent the same. An employee shall not be removed from a job the said employee has been performing on the day the overtime is to be worked. Employees declining overtime work shall have their overtime equalization record charged with the amount of overtime denied.

Q. In the event the senior most qualified employee is temporarily transferred to a higher classification and performs the duties of that classification, the employee shall receive the rate of pay for the higher classification if the assignment is for more than five (5) consecutive work days. If such assignment is for more than said five (5) day period, the employee's pay shall be increased from employee's first day of the assignment and run through the end of the assignment. An employee temporarily transferred to a lower pay classification shall suffer no reduction in pay.

R. A supervisor will not perform work normally performed by members of the bargaining unit if such work would deprive a member of the bargaining unit of income. (Example: Supervisor driving a snow plow and not calling in a member of the bargaining unit in other than an emergency situation).

## **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  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day

General Election Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
One-Half Day Christmas Eve  
One-Half Day New Year's Eve

The Township reserves the right to change Election Day and Martin Luther King Day from the above designated schedule, but not to reduce the number of holidays.

B. An employee required to work on a holiday shall be paid at the rate of time and one-half (1/2) for the actual hours worked in addition to eight (8) hours straight-time holiday pay. All employees required to work on holidays with less than twenty-four hour notice shall be paid at the rate of two (2) times the actual hours worked.

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.

H. If a holiday falls during an employee's vacation, he shall be given an extra day off for each such holiday.

I. If a holiday occurs while an employee is on sick leave, that employee shall not have the holiday charged against his or her sick or vacation leave time.

**ARTICLE 13**

**VACATIONS**

A. Each full time 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
Five (5) years to fifteen (15) years	Fifteen (15) days
Fifteen (15) years to twenty (20) years	Twenty two (22) days
Twenty one (21) years and higher	Twenty five (25) days

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.

D.

1. Vacations shall accrue on a monthly basis to the total number of days specified in Paragraph A above. Vacations are credited in advance in expectation of continued employment, and vacation entitlement shall be pro-rated from January 1st to the date of separation in the calendar year if employment is terminated. Reimbursement must be made in cases where the amount of monthly employment does not equal the amount of vacation taken within the calendar year. This reimbursement will be deducted from the employee's final pay check. Any earned vacation which is not taken shall be paid upon separation in accordance with the pro-rated schedule set forth 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 and dental benefits for themselves and their eligible dependents, as such benefits exist as of the date of this Agreement. Should New Jersey law and/or regulations permit employee contributions to the State Health Benefits Plan, or if the Township changes carriers pursuant to paragraph C below, or should all other bargaining units within the Township agree to employee contributions or other changes to any of the above plans, then the Township shall have the right to re-open negotiations for the purpose of requiring such contributions or other changes.

B. All eligible members of the bargaining unit shall receive, at the Township's expense, short term and long-term disability insurance as such benefits exist as of the date of this Agreement.

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.

D. All Employees shall pay a contribution towards the premium of the benefits being supplied in accordance with Chapter 78 of the State Law.

## ARTICLE 15

### BEREAVEMENT PAY

A. Every permanent full-time employee shall be granted up to a maximum of five (5) 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 and one (1) day leave, without loss of regular straight-time pay, upon the death of employee's grandparent, sister-in-law or brother-in-law. 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 Council.

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 employees 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.

B. If employees are required to serve on jury duty, such employees shall be required to notify their immediate superiors within five (5) days of the jury notice 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/her absence.



## ARTICLE 21

### PERSONAL LEAVE

A. Each employee may be eligible for four (4) 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 cumulative. Leave may not interfere with the efficient operation of the Department, and may be taken in no less than half (1/2) day increments. For emergency situations, notify supervisor as soon as possible.

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 pay for one (1) working day for every full month of service for first year of employment. Then employees shall receive 13 sick days starting January 1 after completing their first year of service. Unused sick days may be accumulated to a maximum of one hundred and twenty (120) 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 Workers' 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 Workers' Compensation, establishing such further period of disability, and such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing Court, shall be binding upon the parties.

H. Upon actual non-deferred retirement, after twenty-five (25) years of service with the Township under P.E.R.S., an employee will be paid for one-half his or her 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.

J. An employee must call his or her supervisor at least one-half hour before starting time if he or she is sick or injured and unable to report for work on that day. The above call must be made on each consecutive sick/injury day also.

K. In order to reduce the amount of working time lost due to sick leave, the Township offers a "sick leave bonus plan" which shall consist of the following benefits:

- (a) If an employee covered by this Agreement loses no time from work due to sickness for six (6) consecutive months, he or she shall receive one (1) day off at his or her regular straight time, to be taken within the next six (6) consecutive months. Any time taken pursuant to the sick leave bonus plan will not cause an overtime situation within the Public Works Department.

## 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 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, except as set forth in Article 14A.

## **ARTICLE 24**

### **CLOTHING**

The Township will maintain an account at a clothing store in Hunterdon County at which an employee may purchase, each calendar year, work clothes and shoes up to a total amount of \$750.00. Funds shall be made available by the Township by April 15 of each year. Such items shall be of a style and type approved by the Superintendent of Public Works and shall be utilized while the employee is working for the Township. The Township shall supply safety equipment as it determines to be 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 to PERS and the shop steward. 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 by the Mayor and Council of Clinton Township and granted or denied at their discretion. 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 INCREASE(S)**

A. With the exception of new employees, all members of the bargaining unit who are employed as of the date hereof, shall receive a base salary increase as follows:

2020 - \$1,500.00

2021 - \$1,500.00

2022 - \$1,500.00

2023 - \$1,500.00

B. New employees will be eligible for the salary increase after they complete their first year of employment.

**ARTICLE 27**

**LONGEVITY**

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

Five (5) years of continuous completed service with the Township	\$500
Ten (10) years of continuous completed service with the Township	\$875
Twelve (12) year of continuous completed service with the Township	\$1,000

All persons employed prior to December 31, 1993, shall continue to receive longevity payments in accordance with the above schedule. No employee hired after Januray 1, 1994 shall be eligible for longevity credits.



## ARTICLE 28

### EFFECT OF LEGISLATION – SEPARABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws now and hereafter in effect, and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of the 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 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 Township Administrator, 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 Township Administrator.

D. The decision of the Township Administrator 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 his or her own rebuttal to the evaluations. Disagreements as to such evaluations may be submitted in accordance with the grievance procedure to the Mayor and Council level.

## ARTICLE 31

### DPW SALARY SCALE

A. The Township reserves the right to establish an entry level salary for all employees hired after the signing of this Agreement.

B. The Union expressly waives its right to seek or demand the inclusion of a salary scale or salary step increment system of any kind in any subsequent or future collective bargaining agreements between the parties to this Agreement while it is the collective bargaining representative of the bargaining unit described in Article I of this Agreement.

## ARTICLE 32

### TERM AND RENEWAL

This Agreement shall be in full force and effect as of the date set forth below and shall remain in full force and effect until and including December 31, 2023. 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 longer than one hundred fifty (150) days nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

The only provision of this Agreement, which is retroactive prior to the signing date set forth below is Article 26(A) Wage Increases and Article IO Hours of Work and Overtime.

## ARTICLE 33

### RULES AND REGULATIONS/PERSONNEL POLICY

A. The present rules and regulations which address the operation of the various departments and agencies of the Township will remain in effect subject to change by the Township in the future. The Township may establish and enforce reasonable and just rules and regulations in connection with the operation of its departments and the maintenance of discipline.

B. Employees covered under this Agreement shall comply with all rules and regulations and shall promptly and efficiently execute the instructions and orders of the Public Works Supervisor or his designee. If an employee refuses to comply with a rule or regulation, is guilty of insubordination to a superior, refuses to execute promptly and efficiently an instruction or order of his supervisor, or acts improperly, dishonestly, immorally, illegally, or in a way detrimental to the Township, the Township may discipline the offending employee, which discipline may include suspension or discharge, or any other lawful action.

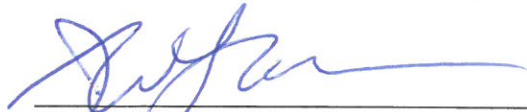
C. The Employer agrees to advise the Union of any change in work rules or regulations.

D. The Personnel Policy of the Township shall be applicable to all employees unless the same is in conflict with the terms of this Agreement, in which case this Agreement shall take precedence.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 8<sup>th</sup> day of JULY, 2020.

TOWNSHIP OF CLINTON


TEAMSTERS LOCAL 469 a/w  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN AND HELPERS  
HELPERS OF AMERICA

  
\_\_\_\_\_  
Township Administrator

  
\_\_\_\_\_  
For the Union

ATTEST:

  
\_\_\_\_\_  
Municipal Clerk

  
\_\_\_\_\_  
Witness

## **ADDENDUM**

A. Cross training will be provided on heavy equipment for those employees who are interested. Interested employees will must sign up for cross training. Interested employees will be rotated through training as jobs become available.

B. Two (2) employees may attend the League of Municipality meetings for one day. The Township will pay the entry fee and allow the use of a township vehicle for the trip.

C. The Township will provide photo identification cards to the employees with an OEM designation.