

**Between**

**CLARK TOWNSHIP**

**and**

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

**REPRESENTING BLUE COLLAR EMPLOYEES**

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**EFFECTIVE JANUARY 1, 2024 THROUGH DECEMBER 31, 2027**

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

APRUZZESE, McDERMOTT,  
MASTRO & MURPHY  
A Professional Corporation  
25 Independence Boulevard  
P.O. Box 112  
Liberty Corner, N. J. 07938  
(908) 580-1776

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This Agreement made and entered into this 21st day of May 2024, effective January 1, 2024, by and between the Township of Clark, a municipal corporation of the State of New Jersey (hereinafter known and designated as the “Employer”) and Union Council No. 8, IFPTE, AFL-CIO (hereinafter known and designated as the “Association”) through December 31, 2027.

**WITNESSETH:**

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

**ARTICLE 1**

**RECOGNITION**

Section 1.     *The Employer hereby recognizes the Association as the representative of the employees of the Public Works Division of Roads, including, but not limited to the following titles*

*Laborer I  
Laborer II (Requires CDL)  
Public Works Repairer  
Senior Public Works Repairer  
Mechanic  
Omnibus Driver, Full-time*

The positions will be eligible for advancement upon completion as of January 1 as follows:

Laborer I  
Laborer II (requires CDL) eligible after 1 year and without adverse performance reviews or documented deficiencies of skills as per the NJ Civil Service Commission Knowledge

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and Abilities would be expected to attain the title by completion of their 8<sup>th</sup> year of continuous service.

Public Works Repairer eligible after 6 years and without adverse performance reviews or documented deficiencies of skills as per the NJ Civil Service Commission Knowledge and Abilities would be expected to attain the title by completion of their 14<sup>th</sup> year of continuous service.

Senior Public Works Repairer eligible after 11 years and without adverse performance reviews or documented deficiencies of skills as per the NJ Civil Service Commission Knowledge and Abilities would be expected to attain the title by completion of their 20<sup>th</sup> year of continuous service.

Employees excluded from the Bargaining unit are the Supervisor and Assistant Supervisor of Public Works and all other employees of the Township of Clark, for the purpose of presenting and making known to their Director or such persons as may be designated by the Mayor, their grievances and proposals.

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

Section 3.     Representation Fee

b.     Payroll Deduction Schedule

The Employer shall deduct union dues from the paychecks paid to each employee who has become a member of the Association and has authorized the withholding of union dues in writing. The deduction will begin with the first paycheck paid ten days after the receipt of written authorization from the employee.

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**ARTICLE 2**

**HOURS OF WORK**

Section 1. Each full time employee shall receive a minimum guarantee of forty (40) hours work for each week; in case of a part time employee, the number of hours shall be established by the appropriate authority as the work week. Normal working hours shall commence at 7:00 a.m. and end at 3:30 p.m., with 45 minutes. The additional time for lunch is in lieu of an afternoon break. Should a work-related action cause the employee to miss the morning break, they are entitled to leave fifteen minutes early with the approval of the Supervisor to verify the reason.

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

When an employee is scheduled to work on a Saturday or Sunday (12:01 a.m. to 12:00 midnight), the employee shall be guaranteed a minimum of four (4) hours pay at the time and one-half rate.

When an employee is called in to work (emergency) on a Saturday or Sunday (12:01 a.m. to 12:00 midnight), the employee shall be guaranteed a minimum of four (4) hours pay at the time and double time rate.

Employees reporting to work on a straight time day shall be guaranteed a minimum of eight (8) hours work.

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

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For the days which Day Light Savings Time is in effect normal working hours shall be 6:30 AM until 3:00 PM, with the same criteria for lunch and afternoon break.

Section 2. Lunch period for employees starting at 7:00 a.m. shall be for 45 minutes, between 11:30 a.m. and 1:00 p.m., for which the employee shall not be paid for the first half hour. A ten (10) minute allowance for wash up only will be allowed before lunch period. Should an employee be required to work through the lunch period, he/she shall be given an opportunity to take a lunch period later in the day and he/she shall be paid for such lunch period.

Employees who start other than 7:00 a.m. shall be given an opportunity to take a thirty (30) minute lunch break should they desire so, without pay. Coffee breaks shall only be taken in the morning. The afternoon break has been moved and is replaced by an additional 15 minutes for lunch.

Section 3. When an employee is not scheduled for work and the employee's services are required, the employee may be called to work and his/her time shall start at the time of call, provided the employee arrives at work within a maximum of up to thirty (30) minutes from the time of the call.

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

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



Overtime on scheduled working days will be on a 2-hour minimum for more than 2 hours and the employee will be guaranteed no less than 4 hours of pay.

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

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

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

### **ARTICLE 3**

#### **OVERTIME ASSIGNMENTS (EMERGENCY SITUATION)**

Section 1. Overtime will be distributed equitably in accordance with seniority. An overtime list shall be maintained and posted. This list will be utilized for determining which employee will be called out for overtime duty, however, if an employee refuses overtime because he is not qualified to perform the task at hand, for example refuses to go up in bucket truck, or is unable to perform Pump Station work, then that employee shall drop to the bottom of the list for the next overtime assignment.

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

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

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

Section 5. Refusal of an employee to work overtime in an emergency may subject the employee to disciplinary action.

#### **ARTICLE 4**

#### **HOLIDAYS**

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

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

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

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



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

**ARTICLE 5**

**VACATIONS**

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

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

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YEARS OF SERVICE

VACATION DAYS WITH PAY

Less than one (1) year

One (1) day per month for each full Month

One (1) to five (5) years

Twelve (12) working days (96 hrs.)

Six (6) to ten (10) years

Seventeen (17) working days (136 hrs.)

Eleven (11) to twenty (20) years

Twenty-three (23) working days (184 hrs.)

Twenty-one (21) + years

Twenty-seven (27) working days (216 hrs.)

**For employees hired on or after January 1, 2024, the vacation accrual shall be as follows:**

YEARS OF SERVICE

VACATION DAYS WITH PAY

Less than one (1) year

One (1) day per month for each full Month

One (1) to five (5) years

Twelve (12) working days

Six (6) to ten (10) years

Fifteen (15) working days

Eleven (11) to twenty-four (24) years

Twenty (20) working days

Twenty-five (25) + years

Twenty-five (25) working days

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

Section 2. Senior employees shall be given preference in the selection of vacation periods, where consistent with work schedules. Employees must select at least one week of their vacation days on or before March 1, subject to change with the approval of the Director of Public



works or his designee. The remaining vacation days may be taken with at least one day's notice and subject to the approval of the Director of Public Works or his designee. During the month of November no more than 2 employees may be granted a vacation with the approval of the Director of Public Works or his designee.

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

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

## **ARTICLE 6**

### **PERSONAL LEAVE DAYS**

Employees are entitled to three (3) days leave with pay for personal business except an employee shall receive one (1) personal day for each six (6) months of employment in the year of hire or year of termination. The granting of personal days off shall be for personal business. Requests for Personal Days shall be asked for and obtained from the Department Head at least one (1) day in advance when possible, of the required date or dates unless an emergency exists. Personal leave days must be used in the one (1) year period and shall not be cumulative year to year.

## **ARTICLE 7**

### **SICK LEAVE, LEAVE OF ABSENCE AND OTHER LEAVE**

#### **Section 1**

Employees are entitled to one day sick leave with pay for each month of service from the date of appointment to December 31 of each year. Thereafter, 15 days of sick leave are granted



in each calendar year, or a total of 120 hours. Any employee whose employment has terminated shall have their sick leave prorated in the year of termination at the rate of one day per month, not to exceed 15 days.

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

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

The employee or a member of the employee's family must telephone the individual designated by the Department Head at least an hour before the employee's starting time to advise that the employee cannot report to work. Failure to adhere to this process may be cause for disciplinary action.

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

The employer may require medical verification whenever three (3) or more consecutive days are utilized as to "fitness for duty", or if an employee has a pattern of sick leave use. A pattern is defined as "absences that consistently occur". For example, before or after scheduled days off including holidays and vacations, the same day of the week or month, etc. The

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Department Head or his/her designee retains the discretion in determining what constitutes a pattern. Failure to provide proof of illness by the employee may result in disciplinary action.

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

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

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

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

An employee absent from work utilizing a day of Sick Leave for his or her own illness must be at home, or must advise the Director of Public Works or his designee of the location where he or she can be located, during the hours scheduled to work for which Employee is being paid and reported off sick except to go to the doctor or seek medical assistance. The Township reserves the right to send an appropriate official to confirm the Employee's whereabouts or to



order the Employee to a physician of Township's choice to report on condition of the Employee. If such examination determines no sickness is evident, employee may be subject to discipline.

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

Where a disability work-connected injury is sustained and causes an extended absence, the Township Council may adopt a resolution granting the injured employee up to one-year leave of absence with pay in accordance with the requirements of N.J.S.A. 40A:9-7. If and when such action is taken, the employee shall not be charged with sick time beyond that charged at the time of the disability.

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

At retirement an employee's unused sick days shall be multiplied by the employee's per diem salary rate in effect at this retirement; however, the maximum dollar amount that shall be reimbursed shall be Fifteen Thousand (\$15,000) Dollars.

## Section 2. Transitional Duty

### Policy

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



### Duration

Transitional duty is not guaranteed and will normally not exceed 45 workdays, but may exceed 45 workdays at the discretion of the Township Administrator.

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

### Assignment

Decision on the assignment of transitional duty shall be made based on the availability of appropriate assignments given the employee's knowledge, skills and abilities; availability of transitional duty assignments; and the physical limitations imposed on the employee. . If there is insufficient work for an employee to perform, given their medical restrictions, the supervisor may allow the employee to leave after completing one-half (1/2) of their scheduled work day.

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

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

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

#### Medical Verification

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

#### Benefits During Transitional Duty

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

#### Return to Full Duty



It is expected that at the end of the transitional duty period or the expiration of 45 work days, the employee will return to full duty. If at the end of the transitional duty period or 45 days, the employee is not able to return to work without restrictions, the Department Head will meet with the employee to discuss the options available. Depending on the medical prognosis for the employee's return to full duty, the Department Head and/or Township Administrator reserves the right to extend the transitional duty or take other appropriate actions based on the employee's status and medical prognosis for return to full duty.

#### Other Rights Unaffected

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

#### Leaves During Transitional Duty

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

#### Section 3. Maternity Leave

In the event an employee requests a leave of absence due to pregnancy, the employee shall inform the employer, in writing, of the date the employee **plans to will** begin her maternity leave and the date the employee plans to return to work. Upon request, the pregnant employee shall provide medical certification to support her requested leave. Such leave shall be in accordance with provisions of the New Jersey Family Leave Act and/or Family and Medical Leave Act.



Section 4. Military Leave

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

Section 5. Compensatory Leave

In place of payment of overtime, an employee may be granted leave with pay as compensation for overtime work. This leave shall be calculated as per Section 3 of this contract. Such requests must be approved by the employee's Department Head.

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

A one day notice in advance to the Director or the Supervisor, his designee is required for the use of compensatory leave.

Section 6. Leave Because of Death

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

Leave with pay, not exceeding three (3) days, shall be granted by the Department Head, with the approval of the Business Administrator, to any employee in the event of a death of a



grandparent or grandchild; and in the event of a death of the parent or grandparent, brother or sister of the employee's spouse, or other person who is a member of the employee's household.

**Section 7. Leave Without Pay**

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

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

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

**ARTICLE 8**

**SENIORITY AND PERMANENT EMPLOYEE SECURITY**

**Section 1.** Newly hired employees shall be considered on a trial basis for a period of ninety (90) days from the date of hiring. Such employees may, during their trial periods, be terminated at any time during said period, without recourse whatsoever and without cause. However, should a probationary employee require additional time to comply, the Township has the authority to extend the trial period by an additional 90 days with the approval of the Business



**Administrator. At the conclusion of the probationary period, the Township will determine whether the employee will continue or if their employment with the Township will end. Any appeal of a decision not to continue and employee shall be in accordance with Civil Service statute and regulations.**

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

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

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

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

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

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



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

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

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

Any dispute arising under this clause shall be subject to the grievance machinery unless covered by Civil Service statutes and/or regulations.

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

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

## **ARTICLE 9**

### **BULLETIN BOARDS**

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



**ARTICLE 10**

**CLOTHING ALLOWANCE**

The clothing allowance of \$900.00 has been incorporated into an employee's base pay as of January 1, 2011. Employees shall only be entitled to one (1) clothing allowance from the Township, and if an employee works in two (2) separate titles for the Township, each of which has a clothing allowance, such employee shall only be entitled to the higher of the two clothing allowances.

New employees will be provided with work uniforms by the Township in the year of their employment and in the next calendar year and thereafter shall receive the yearly clothing allowance as set forth above. The initial work uniforms shall include Navy Blue shirts with blue pants or blue working jeans. Hoodies and sweatshirts will be navy blue also. All the above-mentioned besides pants will require the Clark DPW logo. Employees shall be permitted to wear vests in addition to the normal clothing permitted during the periods of their shifts, provided that said vests are of the appropriate color and construction.

**ARTICLE 11**

**NON-DISCRIMINATION**

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

**ARTICLE 12**

**GRIEVANCE MACHINERY**



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

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

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

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

STEP 1. The Employees and the Steward or the employee individually, but in the presence of the Steward, shall take up the complaint with the Director of Public Works. In the event the complaint is not satisfactorily settled within five (5) working days, the employee and the Steward shall sign a written complaint and forward the grievance to the next step in the procedure. The Shop Steward shall be permitted reasonable time during working hours to process complaints, at no loss of pay.

STEP 2. The Steward will discuss the grievance with the Business Administrator. In the event the grievance is not satisfactorily adjusted within five (5) additional working days, both parties shall complete and sign the grievance record form and forward the matter to the next step in the procedure.





If the decision at Step 2 fails to result in a satisfactory adjustment of the grievance, then in that event, the Association may, within thirty (30) days request the New Jersey State Board of Mediation to appoint an arbitrator who shall have full power to hear and determine the dispute and the arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to change, modify or amend the provisions of the Agreement.

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

### **ARTICLE 13**

#### **JURY DUTY**

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

### **ARTICLE 14**

#### **RIGHTS OF VISITATION**

The Business Agent or his representatives, or any officer of the Union shall have admission to the Employer's premises at any time during working hours for the purpose of ascertaining whether this Agreement is being carried out in good faith or for the purpose of assisting in the adjustment of any grievance which may have arisen. No such representative,

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however, shall have the privilege of roaming about the premises, but shall first apply to the Business Administrator for permission to visit, which permission shall be reasonably granted; it being understood, however, that such representative shall not, in any way, interfere with the working of the bureau during working hours and that this privilege shall be so exercised as to keep at a minimum time lost thereby to the Employer.

**ARTICLE 15**

**PAY PERIODS**

The Township shall pay its employees twice a month (24 pays per year) on the 15<sup>th</sup> and 30<sup>th</sup> of each month. Should a payday fall on a weekend, each employee shall receive their pay on the preceding Friday

**ARTICLE 16**

**SALARIES**

Section 1. There shall be general wage increases for employees covered hereunder as follows:

Effective January 1, 2024 –	3.5% plus \$225.00 step increment
Effective January 1, 2025 –	3.5% plus \$225.00 step increment
Effective January 1, 2026 –	3.5% plus \$225.00 step increment
Effective January 1, 2027 –	3.5% plus \$225.00 step increment

**SALARY SCHEDULE – 2018-2022 BLUE COLLAR**

	Minimum	Maximum
Laborer 1	42,900	48,000



Laborer 2	42,900	52,999
Public Works Repairer1	53,000	65,999
Senior Public Works Repairer	66,000	90,000
Mechanic 1	55,000	75,000
Omni Bus Driver F/T	25,000	50,000

**Part time Employees:**

**Laborers                    \$15.00 to \$40.00 per hour depending on qualifications**

**Bus Driver                    \$20.00 to \$35.00 per hour depending on qualifications**

**Section 2.**

Each employee shall receive the following amounts in addition to their current annual salary on the first payroll of the calendar year subsequent to the anniversary year.

- 5 years of continuous employment single payment of \$750.00
- 10 years of continuous employment single payment of \$1,250
- 15 years of continuous employment single payment of \$1,750
- 20 years of continuous employment single payment of \$2,250

**ARTICLE 17**

**MEDICAL, SURGICAL, HEALTH, DISABILITY, EYEGLOSS AND DENTAL PLANS**



Medical benefits are defined as meaning all health premiums paid for such benefits; including medical, prescription and dental benefits.

**Section 1.**

All employees' medical benefit premiums are contracted through the State of New Jersey Division of Pensions and Benefits commonly referred to as the "New Jersey State Health Benefit Program. Each employee shall have the opportunity to review a number of separate plan coverages upon entry within the Department or annually each year during open enrollment. These programs are offered to each member as they relate to their needs and their respective share of premium costs. It is incumbent on members to determine their needs. Employees shall contribute towards the cost of health benefits at the same rate as in the prior year contract for the term of this agreement, unless otherwise provided by State law. The parties further agree that if a new law is passed regarding premium contributions and it applies to this unit, this agreement shall automatically be amended to implement the terms of the law.

The Township has the right to change benefit providers as long as the benefits remain substantially the same. Employees on paid leave of absence due to job related injury shall enjoy continued coverage until the employee is medically capable of returning to work. Employees on layoff or leave of absence without pay due to non-job related injuries and terminated employees shall be terminated from the plan, effective immediately following the employee's last day of work. Any changes will require action of the governing body. Employees who are recalled to employment will be reinstated to the plan.

Employees may elect to waive medical coverage and will be entitled to receive twenty-five (25%) percent of the premium or \$5,000 which ever amount is less. Waiver incentives are

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only available if other coverage is through a non-State Health Benefits Plan. Waiver of coverage for less than the full calendar year will entitle an employee to a pro rata share of the waiver incentive payment for the period of the waiver.

**Section 2.**

The Township shall continue the current Dental Insurance Plan and the deductible of twenty-five (\$25.00) dollars per person and seventy-five (\$75.00) dollars per family. The present dental insurance carrier is Delta Dental.

**Section 3.**

The Prescription Insurance benefit for active employees shall provide a co-pay of five 5/15 Generic Brand name drugs. There shall be no differential reimbursed if generic version is not available.

**Section 4.**

The parties agreed that employees covered hereunder shall continue to receive coverage for children to age Twenty-six (26); the premium cost is to be paid by the employer.

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## **ARTICLE 18**

### **MEDICAL BENEFITS TO RETIRED MEMBERS**

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

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

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

### **Section 3**

Employees will be required to continue contributions toward their health insurance in retirement. Employees who completed twenty (20) or more years of creditable service in a State



of New Jersey administered pension system on or before June 28, 2011, and who become eligible for health benefits from the Township at retirement based upon 25 or more years of service, will not be required to make contributions for their health benefits upon retirement. Employees who do not meet this eligibility requirement are not eligible for this exemption from the required contribution for retirement health benefits.

## **ARTICLE 19**

### **SAFETY**

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

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

## **ARTICLE 20**

### **TRUCK DRIVERS LICENSE**

The Township agrees to pay the cost of the mandated commercial driver's license for members of the Association. The Township further agrees to pay the cost of any required training for the commercial driver's license for any employee hired prior to January 1, 1991. Newly hired employees required to obtain a commercial driver's license for their employment position and who fail to do so within six (6) months of employment will be subject to removal. Employees required to keep and maintain a commercial driver's license and whose license is suspended or revoked will be subject to removal from employment.



The Township agrees to pay the annual cost of the mandated commercial driver's license for members of the Association. For current employees and future employees who do not hold a commercial driver's license ("CDL") , the following will apply:

- A. The Township will pay for all approved training, courses, application and examination fees for an employee to obtain their CDL subject to the conditions set forth in this article.
- B. Employees will reimburse the Township for one-half (1/2) the total cost incurred for courses, training, application and examination fees by way of payroll deduction over the course of one year.
- C. Employees will be required to obtain their commercial drivers license within six months after their initial hire by the Township, or the initial start of training to obtain a CDL for current employees not holding a CDL.
- D. Employees who fail to obtain a CDL within six months will be required to reimburse the Township for the full cost of all training, courses, application and examination fees by way of payroll deductions over the course of two (2) calendar years.
- E. Employees who obtain their CDL with financial assistance from the Township will be required to remain as employees of the Township for a period of five (5) years after obtaining the CDL. Employees who resign prior to the end of the five (5) years will be required to pay back to the Township the remaining balance of any Township expenditures towards training, courses, application and examination fees. Such reimbursement will be required in full at the time of resignation.

## **ARTICLE 21**

### **TERM OF AGREEMENT**

**Section 1.** This contract shall remain in full force and effect until the thirty-first (31<sup>st</sup>) day of December 2027.

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

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

Section 4. The Association shall have the right to open negotiations on the terms of a new agreement on or after September 1, 2027. This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the date of expiration set forth herein until the parties have mutually agreed on a new Agreement.

## **ARTICLE 22**

### **OUTSIDE ACTIVITIES**

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

## **ARTICLE 23**

### **ENTIRE AGREEMENT**

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties as to all terms and conditions of employment. During the term of this Agreement, neither party will be required to negotiate with respect to any matter whether



or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. 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**

#### **ADMINISTRATIVE CODE, ADMINISTRATIVE MANUAL AND RULES AND REGULATIONS**

Notwithstanding anything contained herein to the contrary, the employees hereby recognized and agree that the administrative code, administrative manual of the Township and the rules and regulations of the Borough and/or Public Works Department continue in full force and effect with respect to the employees as they presently exist, including any amendments thereto, and are operative as to the employees, unless specific provisions are set forth herein in contravention of the matters set forth therein in which the event of the provisions of this agreement shall prevail.



ATTEST:

By: 

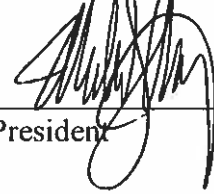
ATTEST:

By: 

TOWNSHIP OF CLARK

By:   
Salvatore Bonaccorso, Mayor

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

  
President

Blue Collar Workers

  
Representative