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20-03

A G R E E M E N T

Between

TOWNSHIP OF CRANFORD

Union County, New Jersey

and

Local No. 866 A/W I.B.T.

January 1, 1975 through December 31, 1976

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PREAMBLE

THIS AGREEMENT, made this 27<sup>th</sup> day of August  
1976, by and between the TOWNSHIP OF CRANFORD, UNION COUNTY,  
NEW JERSEY, a municipal corporation of the State of New  
Jersey, hereinafter referred to as the "Township", and  
LOCAL UNION NO. 866, affiliated with INTERNATIONAL BROTHER-  
HOOD OF TEAMSTERS, CHAUFFERS, WAREHOUSEMEN AND HELPERS OF  
AMERICA, hereinafter referred as the "Union".

ARTICLE I

SUPERVISORY EMPLOYEES

A. Supervisory employees excluded from this Agreement may be permitted to perform work covered by employees covered under this Agreement only for the purposes of training employees, demonstrating equipment and in circumstances when qualified employees do not make themselves available for work. Such work performance is not intended to deny overtime work to the employees covered under this Agreement.

B. In the event an employee believes that he is aggrieved by being required to perform work outside that covered by the bargaining unit, the employee shall nevertheless perform such work, but may grieve the matter thereafter.

ARTICLE II

RECOGNITION

A. The Township of Cranford hereby recognizes Local No. 866 A/W I.B.T. pursuant to Public Employment Relations Commission Docket No. RO 828 as the exclusive representative for the purposes of collective negotiations with respect to terms and conditions of employment for all blue-collar employees, mechanics and custodians working in the Department of Public Works, but excluding the Superintendent of Public Works and Assistant Superintendent of Public Works and also excluding professionals, clericals and supervisors within the meaning of the Act and all other employees of the Township.

ARTICLE III

DUES CHECK-OFF

A. The Township agrees to deduct from the salaries of its employees covered by this Agreement dues for the Union as said employees individually and voluntarily authorize the Township to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9e. Said monies, together with a list of individuals for whom deductions have been made shall be transmitted to the Secretary-Treasurer of Local Union No. 866 by the 15th of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township new authorization cards prior to the effective date of such change.

C. The Union will provide the necessary "check-off authorization" form and the Union 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 or liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the Union to the Township.

ARTICLE IV

MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. The Township hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement or which may hereafter be conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the management and administrative control of the operation of the Township and its properties and facilities and the activities of its employees;
2. To hire all employees and to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause;
4. To determine the methods, means and personnel by which Township operations are conducted;
5. To determine the content of job qualifications and duties;
6. To take all necessary actions to carry out its responsibilities in the conduct of regular business and in emergencies.

ARTICLE IV continued

B. The exercise and application of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE V

JOB STEWARDS

A. No Union member or officer or job steward shall conduct any Union business on Township time except as specified in this Agreement.

B. No Union meetings shall be held on Township time unless specifically authorized by the Township.

C. The Township recognizes the right of the Union to designate one (1) job steward and two (2) alternate stewards selected from the bargaining unit. The authority of the job steward and alternates so designated by the Union shall be limited to, and not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
2. The transmission of such messages and information which shall originate with, and are authorized by



ARTICLE V continued

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.

D. The job steward and alternates shall have no authority to take strike action or any other action interrupting the Township's business. The Township recognizes these limitations upon the authority of the job steward and alternates and shall not hold the Union liable for any unauthorized acts on the part of the aforementioned individuals. The Township shall have the authority to impose discipline, including discharge, in the event the job steward or any alternates have taken strike action, slowdown or work stoppage in violation of this Agreement or law.

E. The job steward or alternates will be permitted to investigate, present and process grievances without loss of regular straight time pay, provided prior arrangements are made with the Township Engineer, or his designee, and further provided that there is no interference with the conduct of Township business.

ARTICLE VI

INSPECTION PRIVILEGES

A. A representative designated by the Union shall be permitted to visit Union members on Township property for the purpose of adjusting disputes and investigating working conditions only after prior notice to the Township of the proposed visit is made, and after authorization is given by the Township, and further provided that said visit will not interfere with the conduct of Township business, or with the duties of any of its employees.

ARTICLE VII

MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the Township of Cranford is of paramount importance to the Township of Cranford and that there should be no interference with such operations either by a strike or other job action by the Union or a lockout by the Township.

B. The Union covenants and agrees that neither the Union nor any person acting in its behalf will cause, authorize, engage in sanction, assist, or support, nor will any of its members take part in, any strike, work stoppage, slowdown, walkout or other job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned or support any such action by any other employee or group of employees of the Township, and that the Union will disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union's order.

D. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by a Union member shall entitle the Township to take disciplinary action including possible termination of the employment of such employee or employees.

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, or both, in the event of such breach by the Union or its members.

ARTICLE VIII  
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any employee to discuss a matter informally with any appropriate member of his departmental supervisory staff.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union, at the request of and on behalf of an individual or group of individuals, or the Township.

C. Steps of the Grievance Procedure

1. The Shop Steward shall represent the employee at Step One. The Business Representative of the Union may represent the employee at Steps Two and Three. Failure of the Township to respond to a grievance at any step within the time limits noted in the Agreement, shall be deemed to be a negative response.
2. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual conse

ARTICLE VIII Continued

Step One:

- (a) An aggrieved employee or the Union on behalf of an aggrieved employee or employees shall institute action in writing under the provisions hereof within ten (10) working days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and the Superintendent of Public Works for the purpose of resolving the matter informally. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance on behalf of that individual or individuals.
- (b) The Superintendent of Public Works shall render a decision within five (5) working days after receipt of the grievance.

Step Two:

- (a) In the event a satisfactory settlement has not been reached, the employee or the Union shall, in writing and signed, file his grievance with the Director of Public Works (or his representative) within five (5) working days following the determination by the Superintendent of Public Works.
- (b) The Director of Public Works, or his representative, shall render a decision in writing within ten (10) working days from the receipt of the grievance.

Step Three:

- (a) In the event the grievance has not been resolved at Step Two, then within five (5) working days following the determination of the Director of Public Works, or his designee, the matter may be submitted to the Township Administrator.
- (b) The Township Administrator, or his designee, shall review the matter and make a determination within fifteen (15) working days from the receipt of the grievance.

Step Four:

- (a) In the event the grievance is not resolved at Step Three, either party may within ten (10) calendar days after the decision of the Township Administrator file for arbitration in accordance with the rules and regulations of the New Jersey State Board of Mediation. The decision of the arbitrator selected in accordance with the rules and regulations of the New Jersey State Board of Mediation shall be final and binding, and limited to the interpretation of the Agreement. The arbitrator shall have no authority to add to, alter, amend or modify any provision of the Agreement. Furthermore, the arbitrator shall be bound by the laws of the State of New Jersey and shall be without power to advise or direct the omission of any illegal act or acts beyond the legal authority of the parties.
- (b) The arbitrator's fees and expenses shall be borne jointly by the parties to the Agreement. Any other expenses including but not limited to witnesses shall be

ARTICLE VIII continued:

borne by the individual party incurring same.

- (c) Unless otherwise agreed to by the parties, only one (1) issue will be submitted to the arbitrator in each case.

D. Township Grievances

Grievances initiated by the Township shall be filed directly with the Union within five (5) working days after the event giving rise to the grievance has occurred. Failure to act within said five (5) working days shall be deemed to constitute abandonment of the grievance on the part of the Township. A meeting shall be held within ten (10) calendar days after filing a grievance between the representatives of the Township and the Union in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made within twenty (20) calendar days after such meeting, the Township may within ten (10) calendar days thereafter file for binding arbitration in accordance with the rules and regulations of the New Jersey State Board of Mediation. The authority, powers and limitations of the arbitrator shall be as in Step Four above.

ARTICLE IX

SUSPENSION AND DISCHARGE

A. Employees may be suspended, discharged, demoted or reprimanded for just cause only. Just cause shall include but not be limited to, excessive absenteeism, abuse of sick leave, poor work performance, failure to return from an approved leave and insubordination.

B. Employees who are suspended or discharged will receive written notice thereof including reason (s) within two (2) working days of said action and a copy will be forwarded to the Shop Steward and to the Local Union office.

ARTICLE X

SEPARATION OF EMPLOYMENT

A. Upon discharge, the employee will receive no later than the next pay period all monies to which he is entitled, that is wages and pro-rata vacation pay.

B. Upon quitting, the employee will receive no later than the next pay period all monies to which he is entitled, that is wages and pro-rata vacation pay, provided that the employee has notified the Township at least two (2) weeks prior to such quitting.

ARTICLE XI

BULLETIN BOARD

A. A bulletin board shall be made available by the Township at the Public Works garage and space made available on a bulletin board at the Municipal Building.

B. This bulletin board may be utilized by the Union for the posting for the Union announcements and other information of a non-controversial nature. The Director of Public Works, or his representative, may have removed from the bulletin board any material which does not conform with the intent and provisions of this Article

ARTICLE XII

NON-DISCRIMINATION

A. There shall be no discrimination by the Township or the Union against an employee on account of race, color, creed, age, sex or national origin.

B. There shall be no discrimination, interference, restraint

ARTICLE XII continued

or coercion by the Township or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union.

ARTICLE XIII

DEFECTIVE EQUIPMENT and  
DANGEROUS CONDITION OF WORK

A. The employer shall not require, direct or assign any employee to work under unsafe or hazardous conditions. The employee upon discovering an unsafe or hazardous condition will immediately inform his supervisor. The supervisor will either determine and advise the manner in which the work can be performed safely or direct that the work stop.

B. Employees will not be required to work within a six (6) foot radius around secondary high tension electric lines.



ARTICLE XIV

NOTIFICATION TO UNION

A. In addition to notification provided for elsewhere in this Agreement, the Township will:

1. Notify the Union in writing of all lay-offs.
2. Provide the Union semi-annually with an updated list of employees covered by this Agreement indicating name, address, classification and social security number.

ARTICLE XV

PROBATIONARY PERIOD

A. All employees covered by this Agreement shall serve a Probationary Period or not less than ninety (90) days. Upon written notification to the Union prior to the expiration of the aforementioned nine (90) day period, the Probationary Period of an employee may be extended and an additional thirty (30) days for a total of one hundred twenty (120) days.

B. During the aforementioned Probationary Period, the Township reserves the right to terminate a probationary employee for any reason. Such termination shall not be within the scope of Article VII, Grievance Procedure of this Agreement.

C. During the Probationary Period, the employees will be entitled to all other provisions of the Agreement.

ARTICLE XVI

SENIORITY

A. Seniority is defined as all periods of active employment with the Township exclusive of any time spent by an employee on lay-off during which there shall be no accrual of seniority.

B. An employee shall lose his seniority rights upon:

1. Resignation.
2. Discharge.
3. Failure to report for work within recall period noted in Article XVII.
4. Expiration of recall rights.

ARTICLE XVII

LAY-OFF AND RECALL

A. The Township may reduce the working force due to lack of work. In such event the following procedure shall apply:

1. Employees will be given forty-five (45) calendar days of notice prior to reduction of force due to lack of work or other economic reasons.
2. Employees shall be laid off in the order of least total employment seniority provided the remaining employees have the ability to perform the work satisfactorily.
3. A laid off employee shall have preference for re-employment for a period of two (2) years.
4. The Township will rehire qualified laid off employees in the order of greatest employment seniority provided such employees have the ability to do the remaining work.

ARTICLE XVII continued

5. Notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee. In order to take advantage of his preferential status, an employee must affirmatively answer this notice of re-employment within five (5) calendar days. The employee must return to work within ten (10) calendar days unless otherwise agreed to by the Township or extended by the Township.
6. An employee returning from lay off may be required to take a physical examination from a Township physician for which examination the Township shall pay.
7. It is the responsibility of the employee to keep the Township advised of his current address.
8. In the event of the employee's refusal to work upon recall or in the event the employee is not reachable after reasonable efforts by the Township, his recall rights shall be terminated.

ARTICLE XVIII

POSTING

A. All new and vacant positions will be posted on the Township bulletin board for a period of fifteen (15) days. Employees applying for such vacancies shall make the request in writing to the Director of Public Works or his designee, within one (1) week of the first date of such posting.

B. Preference to fill job vacancies will be given to bargaining unit employees before hiring new employees.

ARTICLE XVIII continued

C. The most senior qualified employee who bids for a vacant promotion will receive a trial period of not less than ten (10) working days. For the purposes of this Article, a working day will consist of a minimum of four (4) hours of work.

1. The maximum trial period for a successful bidder will be fifty (50) working days. For the purpose of this Article, a working day will consist of a minimum of four (4) hours of work.
2. At the conclusion of the maximum working period, the employee will either be returned to his former position or receive appointment to the higher position.
3. However, the Township reserves the right to terminate the trial period between the tenth (10th) and fiftieth (50th) working days and return the employee to his former position in the event the Township in its sole discretion believes that the employee is not qualified to do the job, provided such discretion is not exercised arbitrarily.
4. The Union and the employee will be kept advised of the progress made in learning the new assignment. The employee will be given assistance to successfully meet the requirements of the job. If the employee fails to successfully meet these requirements within the probationary period, he shall be returned to his former classification and shall assume seniority and pay as though he had not left his old classification.

ARTICLE XVIII continued

D. For the purposes of this Article, the chain of promotion is as follows:

1. Laborer - Custodian
2. Driver
3. Operator
4. Mechanic
5. Working Foreman

ARTICLE XIX

JOB CLASSIFICATION

Within sixty (60) days after the signing of this Agreement, job descriptions will be completed for the following positions: Laborer, Driver, Equipment Operator, Mecahnric and Foreman. Each description will detail the responsibilities and requirements of the position.

At least thirty (30) days before establishing a new classification, the Union will be provided a job classification sheet for the purpose of negotiating an hourly rate of pay.

ARTICLE XX

HOURS OF WORK

The Employer agrees to schedule each employee for eight (8) hours of work each day and for forty (40) hours of work each week, Monday through Friday, inclusive. There shall be no split shifts.

The scheduled hours of work are shown below:

7:30 a.m. to 4:00 p.m. (1/2 hour unpaid lunch period).

3:00 a.m. to 11:30 a.m. (1/2 hour unpaid lunch period).

(Sweeper-Operator)

However, the Township reserves the right to reschedule starting time to the extent of one-half (1/2) hour earlier or later than the time stated above. The starting time in effect on any Monday shall remain unchanged for the entire week.

The employer shall allow a one-half (1/2) hour lunch period each day between the fourth (4th) and fifth (5th) hour of work.

Employees performing emergency snow plowing work for more than four (4) consecutive hours outside their normal work day may take a rest period of one (1) hour after the fourth (4th) consecutive hour of such work.

The Employer agrees to allow a paid one-half (1/2) hour lunch period whenever an employee is required to work ten (10) consecutive hours and an additional one-half (1/2) hour lunch period for each subsequent four (4) hours of work. Employer shall grant employees for each overtime lunch period a meal allowance not to exceed \$3.00.

ARTICLE XXI

WORKING AT DIFFERENT RATES

A. An employee assigned to a classification with a higher rate of pay shall be paid the higher rate of pay in accordance with the following schedule:

1. An employee working at a higher rate in excess of ten (10) consecutive work days will be paid the higher rate retroactive to the first (1st) day.
2. For the purpose of this Article, a work day will consist of four (4) or more hours of work at the classification with a higher rate of pay.

B. Employees will be given the opportunity to fill temporary vacancies from the next lower classification in order of greatest employment seniority, provided such employee is trainable to do the work.

C. An employee will not be transferred from a higher rate of pay for the sole purpose of avoiding payments under this Article.

ARTICLE XXII

OVERTIME

The Employer agrees to pay premium wages in accordance with the following rules:

One and one-half (1 1/2) times the straight time hourly rate shall be paid when an employee works under the following situations:

1. All hours spent in the service of the Employer in excess of eight (8) hours in any twenty-four (24) hour period.
2. All hours spent in the service of the Employer prior to the scheduled starting time, upon approval of the Employer.

ARTICLE XXIII continued

3. When an Employee is retained to work after his regular scheduled quitting time, Monday through Friday, he shall be granted a minimum of two (2) hours work or two (2) hours pay.
4. All hours spent in the service of the Employer on any Saturday or Sunday.
5. All hours spent in the service of the employer on any holiday, as listed in Article XXV following, in addition to eight (8) hours straight holiday pay.
6. An Employee required to report to work on either a Saturday Sunday or Holiday shall be provided with a minimum of four (4) hours work on such day or four (4) hours pay at one and one-half times his straight time hourly rate of pay.
7. Assignment of overtime work must be approved by the Employer.

ARTICLE XXIII

PAYDAY

- A. Employees will be paid by check every other week. Such payment will be made during the regular working hours.
- B. When payday falls on a holiday, insofar as possible and practicable, employees will be paid on the day preceding the holiday.
- C. Upon request of the individual employee, vacation pay will be paid on the pay day prior to the start of the vacation period.



ARTICLE XIV

LONGEVITY

In addition to the salaries as determined within other sections of the Agreement, a longevity payment shall be paid to each employee as follows:

<u>Years of Continuous Service</u>	<u>% of hourly rate</u>
5 years	2%
10 years	3%

This additional compensation shall be based on the hourly rate of each full-time employee. Any interruption of service due to a cause beyond the control of an Employee shall be considered as service for the purpose of determining longevity. A Leave of Absence granted at the request of the employee shall not be considered in determining length of service.

All periods of service shall be computed from January 1st of the year of employment, unless employment date is subsequent to June 30th, in which case the calculation shall be computed from January 1st of the year following.

Additional compensation of any nature, including overtime shall not be considered in computing longevity payments.

Longevity pay shall be considered as part of base pay in computing holiday pay, vacation pay, such pay and retirement.

ARTICLE XXV

HOLIDAYS

The Employer agrees to pay each employee eight (8) hours pay without working for each of the following holidays:

New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas

When the Governor of the State of New Jersey, the President of the United States or the Mayor of the Township of Cranford declares a holiday and order Municipal Buildings closed, Public Works Employees shall be given the benefit of this time off.

Any holiday which falls on Saturday shall be celebrated the preceeding Friday. Any holiday which falls on a Sunday will be celebrated on the following Monday.

ARTICLE XXVI

VACATIONS

All Employees, covered under this Agreement, other than Temporary, Seasonal or Part-Time Employees shall be granted annual vacation leave with pay determined as of the first day of January of each year as follows:

<u>Completed Years</u>	<u>Amount of Service</u>
Less than 1 Year	1 day for each calendar month of service not to exceed ten (10) working days.
1-10 (Continuous)	10 working days
11-20 "	15 working days
21-30 "	20 working days
31-40 "	25 working days
41 and over "	30 working days

If a Holiday listed herein falls within the authorized vacation period, an additional working day shall be added to the vacation period.

All vacations must be taken within the calendar year. However, upon written request, through the Township Administrator, prior to the end of the year, permission may be granted by the Township Committee to carry over not more than five (5) working days or seven (7) calendar days vacation.

All vacations are to be scheduled with the approval of the Department Head and may be submitted to the Township Administrator no later than May 1st for review.

ARTICLE XXVII

PENSIONS AND LIFE INSURANCE

A. Employees covered under this Agreement shall be entitled to coverage under the Public Employees' Retirement System of New Jersey.

B. Pension benefits shall be based on regular straight time wages plus longevity, if any.

C. The present additional Life Insurance of two thousand (\$2,000.00) dollars including accidental death and dismemberment (A.D. & D) to be continued at no cost to the employee.

ARTICLE XXVII

HEALTH INSURANCE

A. All Employees covered under this Agreement (other than temporary, seasonal and part-time employees) shall be entitled to Hospitalization Benefits, Surgical Benefits, Rider "J", Major Medical and Dental Benefits at the present level of benefits.

B. The Township shall have the right to change insurance carriers so long as substantially similar, but not necessarily identical benefits are provided.

ARTICLE XXIX

SICK LEAVE

Where the service of a regular Employee is less than one (1) year, the Employee will be allowed one (1) day sick leave with pay for each full month of employment, available to the Employee only after he has accrued sufficient service.

After one (1) full year of service, a full-time employee will accrue a maximum of fifteen (15) working days per year for absence due to bona fide illness. The fifteen (15) days sick leave credit shall accrue to the Employee on each anniversary date of hiring.

Unused sick leave accumulates with each year of service to a maximum of ninety (90) working days.

All sick leave shall be in writing to the Department Head who shall in turn report in writing such absence to the Township Administrator.

Every absence on account of sickness in excess of three (3) working days may be certified by a written statement from the attending physician. The Township reserves the right to send a physician or visiting nurse to report on the condition of the Employee.

In cases of repeated absences or protracted periods of illness, the Township may require a physician's statement on the physical condition of the Employee.

In unusual cases of prolonged illness, the Township Committee may, by Resolution, grant Sick Leave at one-half (1/2) rate of pay up to a maximum of twenty-six (26) additional weeks. No request for such Sick Leave pay shall be initiated until all other leave time; compensatory time and/or vacation time is exhausted.

Sick Leave with pay will not be allowed under the following conditions:

ARTICLE XXX continued

- a. If an Employee, when under medical care, fails to comply with the orders of the attending physician.
- b. If the opinion of an examining physician retained under Township authorization, discloses the employee's illness is wilfully self-imposed.
- c. If the opinion of an examining physician retained under Township authorization discloses the illness is not of sufficient severity to justify the employee's absence from duty.
- d. The employer, or the Union, may request another physician to examine the employee and offer an opinion as to the employee's ability to return to duty.
- e. If the employee is unable to perform his duties because of illness, accident or other health causes resulting from employment other than with the Township of Cranford.

ARTICLE XXX

TERMINAL LEAVE

Employees of the Township having accrued fifteen (15) years of continued service shall be entitled to terminal pay at the rate of one and one-half (1 1/2) working days for each year of service.

ARTICLE XXXI

SPECIAL LICENSES

A. The Township agrees to pay the fee for the granting or renewal of any special licenses (other than driver's licenses) which an employee is required by law to have in the performance of the duties and responsibilities covered by his job classification.

ARTICLE XXXII

FUNERAL LEAVE

A. A regular full-time employee who is excused from work because of death in his immediate family, as defined below, shall suffer no loss of regular pay. However, all funeral leave benefits will terminate at the end of the day of the funeral. Such leave will not exceed three (3) calendar days and the time off without loss of pay is intended to be used for the purpose of handling necessary arrangements and attendance of the funeral of the deceased member of the immediate family.

B. For the purposes of this Article, immediate family is defined to be spouse, parents, children, brother, sister, mother-in-law and father-in-law or any other relative permanently residing in the employee's household.

C. The employee will be granted one (1) day off without loss of pay for the purposes of attending the funeral of grandparents, grandchildren, brothers-in-law or sisters-in-law.

ARTICLE XXXIII

JURY DUTY

A. A regular full-time employee who loses time from his job because of jury duty as certified by the Clerk of the Court, shall be paid by the Township the difference between his regular daily rate of pay and monies received from the Court up to a maximum of fifteen (15) work days over two (2) calendar year period, subject to the following conditions:

ARTICLE XXXIV continued

1. When jury service is completed prior to 1:00 p.m. the employee is required to telephone the Township Office and report to work if requested.
2. The employee must notify his supervisor immediately upon receipt of a summons for jury service.
3. This section does not apply when an employee voluntarily seeks jury service.
4. At the Township's request, adequate proof must be presented of time served on a jury and the amount received for such service.

ARTICLE XXXIV

MILITARY LEAVE

A. Any regular full-time employee who is called into active service shall be entitled to all rights and privileges secured by the Universal Service Act.

B. Any regular full-time employee required to be absent from work because of Annual Active Duty Training shall receive the difference between the base pay for military duty and the employee's regular straight-time rate of pay. Proof of required service and of pay received may be requested by the Township. Such payment of the difference in pay shall not exceed fifteen (15) days per year. Employees who are assigned to advance party duty will receive such payment of the difference in pay for a period not to exceed seventeen (17) days per year.



ARTICLE XXXV

UNIFORMS

The Employer shall provide and maintain at no cost to the Employee the following uniform:

Summer Weight

3 pair of pants  
3 shirts  
1 jacket - summer weight

Winter Weight

3 pair of pants  
3 shirts  
1 jacket

The Employer shall also provide each Employee with the following gear in addition to protective clothing provided that the nature of the work performed requires the items for reasons of personal comfort or safety as determined by the Employer:

Safety Hat

Pair of Boots

Rain Suit

Safety Glasses

Gloves

Safety Shoes

The Employer shall replace uniforms, protective clothing and other issued equipment on a fair wear-and-tear basis, the specific procedure for such replacement to be established by the Employer.

Under no conditions are Employees to use the uniforms for any purpose except for Township activities.

The Union will assist in the selection of the uniform.

ARTICLE XXXVI

SANITARY CONDITIONS

A. The Township agrees to maintain a clean, sanitary wash-room having hot and cold running water and toilet facilities in accordance with State statute.

ARTICLE XXXVII

LIE DETECTOR TEST

A. The Township shall not require an employee to take a polygraph or any other form of lie detector test.

ARTICLE XXXVIII

COMPENSATION CLAIMS

The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing as required by law. The Employer shall provide Workmen's Compensation protection for all Employees or the equivalent thereof if the injury arose out of or in the course of employment.

In the event that an Employee is injured on the job, the Employer shall pay such Employee his day's guarantee for that day lost because of such injury. An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate of pay for the balance of his regular shift or overtime guarantee on that day. An Employee who has returned to his regular duties after sustaining a compensable injury who is required by the Workmen's Compensation doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for such time.

ARTICLE XXXIX

PROTECTION OF RIGHTS

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line, of Unions party to this Agreement, and including primary picket lines at the Employer's places of business.

This will not apply to any slowdown, work stoppage or strike action not duly authorized by the proper Union officials.

Every effort, however, must be made to make certain that the Operation of the Public Works Department will not be hampered or hindered in any way. Should a primary strike be in effect at our supplier of goods or services, critical to the operation of the Department, no effort will be made by the Union to prevent the Employer's representative from procuring such goods or services.

ARTICLE XL

SEPARABILITY CLAUSE

If any Article or Section of this Agreement or of any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been invalid

ARTICLE XLI continued

or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties shall enter into immediate collective bargaining negotiations upon written notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE XLI

REOPENING PROVISIONS

At any time during the term of this Agreement either party may request that the terms and conditions of this Agreement be amended, deleted, or added to, providing a sixty (60) day notice of such request is made in writing. No amendment, addition, or deletion may be put into effect without the mutual agreement of the parties.

ARTICLE XLII

SUB-CONTRACTING

For the purpose of preserving work and job opportunities for the Employees covered by this Agreement, the Employer agrees that no work or services of the kind, nature or type covered by presently performed or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other person or non-unit employees.

However, the Employer may sub-contract work only if the following conditions are met:

ARTICLE XLII continued

1. There are no Employees on lay-off with unexpired recall rights.
2. No Employees will be laid off during the period of the work being sub-contracted.
3. The work cannot be done by the existing employees within the time such work is required to be completed.

However, this does not prevent the Township from entering into an Agreement with an outside source to provide work or services presently performed by bargaining unit employees, provided the matter is discussed with the Union, that no Employee will be laid off as a result of such sub-contracting, and any reduction in the work force will be made by attrition only; retirement, death, resignation and/or separation for just cause. This provision shall not be used to circumvent the terms of this Agreement or destroy the bargaining unit.

ARTICLE XLIII

RATE OF PAY

Each Employee of the bargaining unit will receive the rate of pay as indicated below:

	<u>1976 Hourly Rate</u>					
	1974 Hourly Rate	1975 Hourly Rate	Eff. 1/1/76	Eff. 4/1/76	Eff. 7/1/76	Eff. 10/1/76
<u>Laborers</u>	\$4.00	\$4.24	\$4.30	\$4.50	\$4.55	\$4.55
	3.91	4.20	4.20	4.39	4.55	4.55
	3.79	4.02	4.07	4.25	4.55	4.55
	3.64	3.86	3.90	4.08	4.33	4.55
	3.52	3.73	3.77	3.94	4.19	4.55
	3.12	3.31	3.33	3.48	3.69	4.55
<u>Drivers</u>	4.00	4.24	4.30	4.50	4.77	4.82
	3.86	4.09	4.14	4.34	4.62	4.82
	3.81	4.04	4.09	4.28	4.54	4.82
	3.79	4.02	4.07	4.25	4.52	4.82
<u>Operators</u>	4.53	4.80	4.88	5.11	5.19	5.41
	4.41	4.67	4.75	4.97	5.27	5.41
	4.28	4.54	4.61	4.82	5.12	5.41
	4.07	4.31	4.38	4.58	4.86	5.41
<u>Foremen</u>	4.57	4.84	4.93	5.15	5.47	5.83
<u>Mechanic</u>	4.80	5.09	5.17	5.44	5.75	6.19

ARTICLE XLIII

RATE OF PAY

The pay scale for the Custodial staff is as follows:

	<u>1975</u> <u>Per Annum</u>	<u>1976</u> <u>Per Annum</u>
Murray, Peter - Building & Manitenance Supervisor		\$10,400.00
Shea, Ellen - Assistant Custodian		6,500.00
Borden, John - Assistant Custodian	\$5,332.00	5,605.00
Pells, James - Building & Maintenance Supervisor	10,148.00	10,858.00
Jackson, Earlena - Assistant Custodian	6,476.00	6,927.00

Starting rates of pay for each job classification will be 75¢ per hour below the prevailing wage and a rate of 50¢ per hour below the prevailing rate at the completion of the probationary period, ninety (90) days from the date of hiring. One (1) year after hiring, the employee will be paid at the prevailing wage rate for his classification.

This does not apply to members of the Custodial staff.

Those assigned as Tree Trimmers will be compensated 25¢ per hour over and above their individual pay rate, effective upon the signing of this Agreement.

ARTICLE XLIV

MEDICAL BENEFITS AFTER RETIREMENT

The Township will provide for retired Employees covered under this Agreement hospitalization benefits, including Rider "J", Major-Medical and Surgical Benefits after retirement and will continue the benefits until age 65, when the employee will be covered for such benefits under Medicare.

This Article shall take effect upon the signing of this Agreement.

ARTICLE XLV

DISABILITY LEAVE

A. Whenever a full-time employee is disabled thru injury on the job as evidenced by a Certificate of Physician and by qualification for Workmen's Compensationk such employee shall be granted a leave of absence with full pay based on the following:

1. Two (2) calendar weeks for each year of service not to exceed fifty-two (52) weeks.

B. During the period in which the full salary or wages of any employee on disability leave is paid by the Township of Cranford, any weekly compensation payments received by the employee from the Township's Workmen's Compensation policy, or Social Security disability benefit, or any other disability



ARTICLE XLV (continued)

benefit provided by a program paid for by the Township shall be assigned to the Township by the employee.

C. Days lost thru compensable disability shall not be charged against sick leave allowance.

D. Lump sum compensation awards for permanent disability shall not be deducted from the salary paid by the Township.

ARTICLE XLVI  
DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, 1975 and shall continue in effect through December 31, 1976. The Agreement shall continue in effect from year to year after December 31, 1976 unless written notice is received by one party from the other no later than October 10, 1976.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Cranford, New Jersey on this 27th day of August, 1976

LOCAL NO. 866, A/W I.B.T.

TOWNSHIP OF CRANFORD,  
UNION COUNTY, NEW JERSEY

BY: Stanley P. Conte

BY: David J. Mason

Attest:

Attest:

John Koval  
Joseph Cuzzini  
Edward Jachowski

Harriet N. Dowd