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3-31-76
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THIS AGREEMENT made and entered into this 31st day of March, 1976 by and between THE TOWNSHIP OF CLARK, a Municipal Corporation of the State of New Jersey, hereinafter known and designated as the "Employer" and LOCAL 469, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter known and designated as the "Union".

WITNESSETH:

WHEREAS, it is the purpose of this agreement to prescribe the legitimate rights of those municipal employees working in the Public Works Department, who are members of the Union, and to provide orderly and peaceful procedures for presenting employee 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 Union as the representative of the employees of the Public Works Department who have elected to be represented by the Union for the purpose of presenting and making known to their Director or such person 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 his own grievance or proposal. Any union employee shall have the right at any time to present his own grievance or proposal and to have a Union representative present at the employee's request.

Section 3. The Employer agrees to deduct dues from the wages of each employee who is a member of the Union and to forthwith remit the same to the Union Office, provided the Union files a dues deduction authorization form with the Employer for each employee prior to such deductions.

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ARTICLE II. 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 established as his work week.

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

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

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, he shall be guaranteed a minimum of four (4) hours work or pay at the time and one-half rate, plus the holiday pay. If an employee requests permission to leave before expiration of the minimum time, the minimum shall not apply.

Section 2. Lunch period for employees starting at 8:00 A.M. shall be for one-half hour, between 11:30 A.M. and 1:00 P.M. for which the employee shall not be paid. A 10 (ten) minute allowance for washup only will be allowed before lunch period. Should an employee be required to work through his lunch period, he shall be given an opportunity to take a lunch period later in the day and he shall be paid for such lunch period.

Employees who start other than 8:00 A.M. shall be given an opportunity to take a thirty (30) minute lunch break should they desire so, without pay.

Past practices shall be observed as to coffee breaks.

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

When an employee is called to work under the above condition, he shall be guaranteed a minimum of four (4) hours pay. All hours worked outside of the employee's regular hours shall be paid at the time and one-half rate. If an employee is called in outside of his regular hours and works partly regular hours and partly outside regular hours, he shall be paid at the regular rate for the time worked during his 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, there shall be two employees on each piece of equipment, when sufficient employees are available.

Section 4. When an employee is required to work twelve (12) hours or more, he 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.

Employee 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. During the Summer Season the Bureau of Roads' hours of work for the Department of Public Works shall be from 7:00 A.M. to 3:30 P.M. unless otherwise directed by the Department Head.

ARTICLE III. HOLIDAYS

Section 1. The employees shall receive the twelve (12) official holidays per year as presently authorized by the Municipal Council:

| | |
|-----------------------|------------------------|
| New Year's Day | Labor Day |
| Lincoln's Birthday | Columbus Day |
| Washington's Birthday | Election Day (General) |
| Good Friday | Veterans' Day |
| Memorial Day | Thanksgiving |
| Fourth of July | Christmas |

Should any of the listed holidays fall on a Saturday, the preceding Friday shall be considered the holiday and be 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, Monday through Friday, and employees are not required to work on 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 employee shall receive an additional day's vacation.

ARTICLE IV. VACATIONS

Section I. 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:

| | |
|---------------------------------------|-----------------|
| 1 year to 5 years of service..... | 12 working days |
| 6 years to 10 years of service..... | 15 working days |
| 11th year to 19 years of service..... | 21 working days |
| 20th year and thereafter..... | 25 working days |

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

Section 2. Senior employees shall be given preference in the selection of vacation periods, where consistent with work schedules.

Section 3. Any employee eligible for vacation, whose employment has terminated for any reason whatsoever, shall nevertheless receive a prorated vacation.

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 year; with the consent of the Department Head, but such accumulated vacation days may not be extended beyond the second year.

ARTICLE V. SICK LEAVE

Same as present Personnel Policy of the Township of Clark.

ARTICLE VI. DEATH IN THE FAMILY

Section I. In case of death in the immediate family, an employee shall be granted up to three (3) days off with pay, in accordance with the Personnel Policy of the Township of Clark.

The term "immediate family" shall include only the employee's spouse, child, parent or grandparent; brother or sister; the child, parent or grandparent, brother or sister of his spouse, or other person who is a member of his household.

ARTICLE VII. 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 employee may, during their trial periods, be terminated at any time during said period, without recourse whatsoever, and without cause.

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

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

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

Section 5. One steward shall have, during the respective periods of such capacity, top seniority and after his periods of service he 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 resignations;
- (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. He shall recall the last employee laid off, providing, however, that such employee has the qualifications for the position for which he is recalled and for which he is physically able. Under no circumstances shall the Employer hire from the open market while employees on the recall list, qualified to perform the duties of the vacant position, are ready, willing and able to be re-employed. The last employee laid off from a position will be the first recalled to that position.

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

Section 9. An employee recalled and reinstated to his former position shall receive his former rate of pay or the minimum current wage for his 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 VIII. BULLETIN BOARDS

One (1) bulletin board 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 IX. CLOTHING ALLOWANCE

All employees in the Bureau of Roads and Division of Buildings and Grounds shall be provided with a clothing allowance, as provided for in the adopted annual budget of the Township of Clark with the exception of employees during their probationary period. (See Schedule "C" annexed hereto, page 14.)

ARTICLE X. NON-DISCRIMINATION

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

ARTICLE XI. 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 therefor at the time of such action. Such discharge shall conform to Civil Service procedures.

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

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

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

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

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

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

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

Step 4:- If the foregoing steps do not effect a settlement of the grievance, either party may refer the dispute to the Grievance Committee.

The Grievance Committee shall consist of:

1. The Business Agent of the Union
2. The Shop Steward
3. Director of Public Works, or his designee
4. Business Administrator, or his designee

The Grievance Committee shall meet within seven (7) days of the receipt by it of the written grievance, and shall promptly convene to consider the grievance. The Committee may hold hearings, and gather any information necessary for a decision.

If the grievance is resolved by unanimous action of the Grievance Committee, the decision of the Grievance Committee shall be binding on all parties. If the decision of the Grievance Committee is not unanimous, then in that event, either party may, within 30 days, request the Public Employees Relations Commission 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 this 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 XII. 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 XIII. RIGHTS OF VISITATION

Section 1. The Business Agent or his representatives, or any officer of the Union, shall have admission to the Employer's premises at any time during working hours for the purpose of ascertaining whether this agreement is being

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

ARTICLE XIV. WAGES

Section 1. Minimums and Maximums effective January 1, 1975 and January 1, 1976, respectively shall be in accordance with Schedule "A" annexed hereto, and made a part hereof, being Page No. 13 of this agreement; Annual Salaries for the Years 1975 and 1976, effective January 1, 1975 and January 1, 1976, respectively shall be in accordance with Schedule "B" annexed hereto, and made a part hereof, being Page No. 13 of this agreement.

Section 2. Longevity. Each employee completing five (5) years of continuous, un-interrupted service shall become eligible for longevity payment computed as follows:

(a) For each five (5) year period of service as outlined above, each employee of the Township shall receive \$208.00 per annum in addition to the current annual salary specified in the attached Schedule "B".

(b) The effective date as to eligibility for longevity shall be the anniversary date of the individual's employment by the Township of Clark and the amount shall be prorated at the rate of \$4.00 per week.

(c) Notwithstanding anything to the contrary herein, any employee presently receiving longevity in an amount greater than the formula outlined herein shall not have said longevity amount reduced.

(d) Employees hired after January 1, 1975 will not be eligible for longevity payment.

ARTICLE XV. MEDICAL, SURGICAL AND HEALTH PLANS

No rights, privileges or benefits currently in effect for the employees shall be reduced or terminated during the period of this agreement. Included in such benefits are medical-surgical plan, major medical plan, and Rider "J" of the Blue Cross Plan.

ARTICLE XVI. 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 XVII. TERM OF AGREEMENT

Section 1. This contract shall remain in full force and effect until the thirty-first (31st) day of December, 1977.

Section 2. This agreement shall not prevent the employees of the Bureau of Roads and the Division of Buildings and Grounds 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 employees shall uniformly apply also to the employees of the Department of Public Works, namely, employees in the Bureau of Roads and Division of Buildings and Grounds.

Section 4. The Union shall have the right to open negotiations on salaries only between September first (1st) and December thirty first (31st) of 1976. Should there be a dispute as to salaries, the employees shall not cease work and all salary disputes, when settled, shall be retroactive to the agreed date between the parties.

Section 5. The Union shall have the right to open negotiations on the terms of a new agreement on or after September 1, 1977. 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.

ATTEST:

TOWNSHIP OF CLARK

By: _____
Township Clerk

Mayor

ATTEST:

LOCAL 469, AN AFFILIATE OF THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS
OF AMERICA

By: _____
Joseph Bernasky, Shop Steward

Title: Business Manager and President

ATTEST:

By: *Fred Ladusna*
Township Clerk

TOWNSHIP OF CLARK

Bernard J. Gervasi
Mayor

ATTEST:

By: *Joseph Bernasky*
Joseph Bernasky, Shop Steward

LOCAL 469, AN AFFILIATE OF THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS
OF AMERICA

W.A. Johnson
Title: Business Manager and President

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SCHEDULE "A"

| <u>TITLE</u> | <u>1975</u> | | <u>1976</u> | |
|-------------------------------|----------------|----------------|----------------|----------------|
| | <u>Salary</u> | <u>Range</u> | <u>Salary</u> | <u>Range</u> |
| | <u>Minimum</u> | <u>Maximum</u> | <u>Minimum</u> | <u>Maximum</u> |
| Public Works Foreman | \$10,434.00 | \$13,464.00 | \$10,984.00 | \$14,014.00 |
| Senior Public Works Repairman | 7,934.00 | 10,284.00 | 8,484.00 | 10,834.00 |
| Public Works Repairman | 7,534.00 | 9,860.00 | 8,084.00 | 10,410.00 |

SCHEDULE "B"

| <u>Employee's Name and Title</u> | <u>1975 Salary</u> | <u>1976 Salary</u> |
|--------------------------------------|--------------------|--------------------|
| <u>Public Works Foreman</u> | | |
| Thomas E. Smith | \$13,464.00 | \$14,014.00 |
| Joseph Wanko | 11,768.00 | 13,166.00 |
| <u>Senior Public Works Repairman</u> | | |
| Henry Adanski | 10,284.00 | 10,834.00 |
| Joseph Bernasky | 10,284.00 | 10,834.00 |
| Oswald Dordoni | 10,284.00 | 10,834.00 |
| John Gudor | 10,284.00 | 10,834.00 |
| Vincent Mannell | 10,284.00 | 10,834.00 |
| William Tevlin | 10,284.00 | 10,834.00 |
| <u>Public Works Repairman</u> | | |
| Edward Brower | 9,860.00 | 10,410.00 |
| Jonathan Crabeels | 9,860.00 | 10,410.00 |
| John Kristof | 9,860.00 | 10,410.00 |
| Robert Makransky | 9,860.00 | 10,410.00 |
| Steven Boynton | 8,697.00 | 9,247.00 |
| Jay Carrick | 8,697.00 | 9,247.00 |
| John Haber | 8,697.00 | 9,247.00 |
| John Meyer | 8,697.00 | 9,247.00 |
| Robert Baillie | 8,115.00 | 8,665.00 |
| Darryl Denman | 7,534.00 | 8,084.00 |

SCHEDULE "C"

CLOTHING ALLOWANCE

For the years 1975 and 1976: \$225.00 per year

1976 Payable within one month after passage of 1976 budget. Payment of 1976 allowance will be made only in the amount of the 1975 clothing receipts received up to a maximum of \$225.

New employees in 1976 and 1977 will be paid a pro-rated share of the yearly clothing allowance, in accordance with their hire date. Payment will be made after their 90 day trial period is complete.

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