

**AGREEMENT BETWEEN**  
**TOWNSHIP OF BETHLEHEM**  
**AND**  
**TEAMSTERS LOCAL UNION NO. 469, AFFILIATED WITH INTERNATIONAL**  
**BROTHERHOOD OF TEAMSTERS**

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Effective: January 1, 2009 through December 31, 2011

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*ORIGINAL*

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## **PREAMBLE**

This Agreement, made this \_\_\_\_day of September, 2009 between the TOWNSHIP OF BETHLEHEM (hereinafter called the “Township”), and TEAMSTERS LOCAL UNION NO. 469, AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter called the “Union”) represents the complete and final understanding on all bargainable issues between the Township and the Union;

WHEREAS, the parties have carried on collective negotiations for the purposes of developing a contract governing wages, hours of work, and terms and conditions of employment;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the Township recognized as being represented by the Union, as follows:

**ARTICLE I**  
**RECOGNITION**

- A. The Township hereby recognizes the Union as the exclusive representative for purposes of collective negotiations with respect to wages, hours of work and other terms and conditions of employment for all Public Works Department employees employed by the Township, but excluding all other employees including managerial executives, confidential employees, professional employees, police, craftsmen and supervisors within the meaning of the Employer-Employee Relations Act, N.J. Stat. Ann. § 34:13A-1 et seq..<sup>1</sup>

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<sup>1</sup>The term "employee" shall include any employee, and shall not be limited to the employees of a particular employer unless this act explicitly states otherwise, and shall include any individual whose work has ceased as a consequence of or in connection with any current labor dispute or because of any unfair labor practice and who has not obtained any other regular and substantially equivalent employment. This term, however, shall not include any individual taking the place of any employee whose work has ceased as aforesaid, nor shall it include any individual employed by his parent or spouse, or in the domestic service of any person in the home of the employer, or employed by any company owning or operating a railroad or railway express subject to the provisions of the Railway Labor Act. This term shall include any public employee, i.e., any person holding a position, by appointment or contract, or employment in the service of a public employer, except elected officials, members of boards and commissions, managerial executives and confidential employees. N.J. Stat. § 34:13A-3(d) (2009).

## ARTICLE II

### DUES CHECK OFF

- A. The Township agrees, for each of its employees covered by this Agreement, who in writing authorizes the Township to do so, that it will deduct from the earnings payable to such employee, the monthly dues and initiation fees, if any, for each such employee's membership in the Union. Deductions shall be made from each payroll period in equal amounts and initiation fees shall be deducted in the same method as the dues immediately following the completion of the probationary period.
- B. The Union dues deducted from an employee's pay will be transmitted to the Secretary Treasurer of the Union by check within ten (10) working days after the first period in which deductions are made, and within ten (10) working days after such deductions are made each month thereafter, and said dues deductions will be accompanied by a list showing the names of all employees for whom the deductions were made.
- C. The Union agrees to furnish written authorization in accordance with the State statute [N.J.S.A. 52:14-15.9(e)] from each employee authorizing these deductions. The Union further agrees to be bound by all provisions of said State statute, as well as all other applicable provisions of law pertaining to dues check off.
- D. The amount of monthly Union membership dues will be as set forth on the signed dues authorization card. Any change in the amount of dues will be evidenced by a new signed dues authorization card from the employees. The Union agrees to give the Township two (2) weeks advance written notice of any change in membership dues.
- E. The Union agrees that it will indemnify and hold harmless the Township against any actions, claims, loss or expenses in any manner resulting from action taken by the Township at the request of the Union under this Article.

### **ARTICLE III**

#### **UNION REPRESENTATION**

- A. Upon notification to and approval by the appropriate supervisor, the privilege of the steward to leave his work at a reasonable time during working hours without loss of pay is extended with the understanding that the time will be reasonable, will be devoted solely to the proper handling of legitimate Union business, and will not unduly interfere with the normal working operations of the Township. The Union agrees that it will notify the Township in writing as to the name of the employee designated as steward, and the union further agrees that the privilege of attending to legitimate union business during working hours shall not be abused.
  
- B. The Township recognizes the right of the Union to designate a specific number of job stewards and alternates.
  - a. The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities: (1) the investigation and presentation of grievances in accordance with the provisions of this agreement; (2) the collection of dues when authorized by appropriate local union action; (3) the transmission of such messages and information which originate with, and are authorized by the local Union or its officers, providing such messages and information have been reduced to writing or, 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.
  - b. Job stewards and alternates have no authority to take strike action, or any other action interrupting the Township's business.
  - c. The Township, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown, or work stoppages in violation of this Agreement.

- d. Steward shall be permitted to investigate, present, and process grievances on or off the property of the Township, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.
- C. A duly authorized representative of the Union, designated in writing, after notice to the Township Administrator and the Public Works Superintendent or his designee in charge, during reasonable business hours, shall be admitted on to the premises for the purpose of assisting in the adjustment of grievances and for investigation of complaints arising under this Agreement, provided, however, that there is no interruption of the Township's work schedule.
- D. The Township will:
- a. notify the union, in writing, of all promotions, demotions, transfers, suspensions, and discharges;
  - b. provide the Union with an updated list of covered employees showing names, address, classification, and Social Security number;
  - c. notify the Union, in writing, prior to a layoff;
  - d. notify the Union of additions and deletions in the payroll of covered employees as they occur.

## **ARTICLE IV**

### **MANAGEMENT RIGHTS**

- A. Except as otherwise limited or restricted by a provision of this Agreement, the Township has and shall retain the full right to manage the business and direct the workforce. These management rights shall include, but not be limited to, the right to:
- a. The management of the workforce;
  - b. Select and direct the working forces;
  - c. Introduce new and/or improved techniques, methods, and/or equipment;
  - d. Establish or change work schedules to meet demands;
  - e. Assign, promote, transfer, or lay off employees;
  - f. Add or reduce the number of shifts;
  - g. Plan, control, increase, decrease, change, and/or discontinue routes and/or operations, in whole or in part;
  - h. Hire, suspend, discharge, or take other appropriate disciplinary action against an employee for just cause;
  - i. Terminate probationary employees during trial periods, without recourse;
  - j. Layoff employees for lack of work;
  - k. Determine the scheduling of overtime to be worked;
  - l. Decide the number and location of its facilities;
  - m. Determine the maintenance and repair work to be performed;
  - n. Determine the amount of supervision required;
  - o. Define jobs it now has or may create in the future;
  - p. Assign existing employees to meet current work needs;
  - q. Determine the machinery and tool equipment to be purchased and utilize, determine



the methods and schedules of work and determine the selection, procurement, designing, engineering, and control of equipment and materials;

- r. Purchase the services of others by contract or otherwise, except as this right may be otherwise specifically listed on this agreement;
- s. Make reasonable and binding rules and regulations which shall not be inconsistent or contrary to the Agreement; and
- t. Adopt and from time to time modify, rescind, or change reasonable safety rules and work rules so long as such rules are not inconsistent with any existing provision of this Agreement, and to enforce such rules.

## **ARTICLE V**

### **NO STRIKE, NO LOCK OUT**

- A. It is recognized that the need for continued and uninterrupted operation of the Township's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.
- B. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree for the term of this Agreement, that there will not be and that the Union, its officers, members, agents, or principals will not engage in, or sanction, strikes, slowdowns, job action, mass resignations, mass absenteeism, sick outs, or other similar actions which would involve suspension of or interference with normal work performance.
- C. The Township shall have the right to discipline or discharge any employee causing a strike, slowdown, or other such interference.
- D. In consideration for the forgoing, the Township agrees not to lock out, or cause to be locked out, any employee covered under this provision of this Agreement.

## **ARTICLE VI**

### **DISCIPLINE AND DISCHARGE**

- A. The parties agree that nothing herein shall in any way prohibit the Township from discharging or otherwise disciplining any employee covered by this Agreement, regardless of seniority, for just cause. Notice of discharge or suspension shall be served upon the Union at the same time it is served upon the employee involved.
  
- B. In the event that an employee feels that he/she has been discharged or suspended unjustly, said employee of the Union shall have the right to file a grievance, which must be in writing, with the Township within five (5) working days from the time of discharge or suspension. Said grievance shall be initiated at the second step of the grievance procedure as herein provided, with a hearing convened within five (5) days. If no grievance is filed within the time period specified, then said discharge or suspension shall be deemed to be absolute, unless such time period is extended by mutual agreement of the parties.
  
- C. Except in cases of alleged major offenses, an employee covered hereunder shall receive one prior written "first warning" notice of offense before suspension or discharge is imposed as a form of discipline.
  - a. Examples of major offenses include, but are not limited to: altercation, dishonesty, late report of an on-duty personal injury, theft, insubordination, weapons on the property, major accidents, acts of blatant disregard for the rights of other employees of the Township, and acts that recklessly endanger the safety of employees or the public.

## **ARTICLE VII**

### **SENIORITY**

- A. Seniority shall mean a total of all periods of employment within classification covered by this Agreement.
- B. An employee shall lose seniority rights only for one 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, unless such time is extended by mutual consent of the parties, or unless due to actual illness or accident, in which event consideration will be given as to what extension, if any, will be granted to accept re-employment. The Township may require substantiating proof of illness or accident. The employee shall immediately notify the Township of his/her intent to accept re-employment;
  - d. Continuous layoff beyond recall period for re-employment outlined in this Agreement; or
  - e. Absence without notice for five (5) or more days.

## **ARTICLE VIII**

### **PROBATIONARY EMPLOYEES**

- A. New employees will be regarded as probationary for the first ninety (90) working days of employment, during which time the Township can reprimand or discharge without being challenged by the Union. This time period may be extended by an additional forty five (45) working days upon mutual consent of the parties. There shall be no responsibility for re-employment of probationary employees if they are discharged during this probationary period. After successful completion of their probationary period, the said new employee will be placed on the seniority retroactive to the first day of work. Seasonal employees (defined as persons employed on a temporary basis between December 1 through March 15) shall not be subject to the aforesaid probationary period.

**ARTICLE IX**  
**PROMOTION**

- A. The Township agrees to give preference for promotion and advancement to the then current employees.
- B. All vacancies within the Public Works Department will be posted on the bulletin board for eleven (11) working days. Such notice shall contain a description of the job and the rate of pay (minimum and maximum where applicable). Employees wishing to bid for said posted jobs shall sign their names to the notice.
- C. Following the above prescribed, if the position is to be filled by promotion rather than lateral transfer or new hire, the Township shall award the posted job to the most qualified employee, as determined solely by the Township, who has resigned the posting, with the basic requirements needed to perform the work in the new classification. If, in the sole determination of the Township, more than one (1) employee is equally qualified, the most senior employee should be given the promotion.
- D. A successful bidder shall receive a trial period of ninety (90) days on said new assignment, which may be extended by an additional thirty (30) days upon mutual consent of the parties. During the trial period, the successful bidder shall be compensated by a rate increase equal to one half the difference between his/her old rate and the rate of the next higher classification for which he/she has bid.
- E. The Union and the employee will be kept advised of the progress made in learning the new assignment. The employee will be given every assistance to successfully meet the requirements of the job. If the employee fails to successfully meet these requirements within the trial period, he shall be returned to his former classification and shall assume seniority and pay as though he had never left his old classification, if an employee fails to satisfy the job requirements, he/she shall be precluded from bidding or promotion for a period of one (1) year from the date of the last trial period, unless such restriction is relaxed by mutual consent of the parties.

## **ARTICLE X**

### **HOURS OF WORK**

- A. The Township agrees that forty (40) hours per week, eight (8) hours per day, five (5) consecutive days per week, Monday through Friday, shall constitute a regular week's work (hereinafter called the "work week") and employees shall be paid at the regular straight time rate of pay hereinafter provided. The normal hours of work shall be from 7:00 AM through 3:30 PM, within which time the Township shall allow a one-half hour unpaid lunch period each work day, and shall allow one fifteen (15) minute paid coffee break during each four (4) hour work period during the regular work day. The aforesaid normal hours of work shall not be construed as a limitation of the number of hours of work which the Township may require.
  
- B. The Township agrees to the following "call in" guarantees:
  - a. Minimum guarantee of two (2) hours work or pay in lieu thereof at the applicable premium rate when the employee is called in for work outside his regular schedule from Monday through Friday.
  
  - b. Minimum guarantee of four (4) hours work or pay in lieu thereof at the applicable premium rate when the employee is called in for work on Saturday, Sunday or a holiday.
  
  - c. "Call in" guarantees shall not apply when the employee is notified to report early on his/her regular schedule or is held over at the end of his regular schedule.
  
  - d. "Call in" time starts when employees report for work at the Township's premises or designated job site.
  
- C. On days when the temperature falls to or below thirty-five (35) degrees Fahrenheit, employees working within a ten (10) mile radius of the Department of Public Works yard may return to the yard for a one half-hour break. Travel time will not be included in said one half-hour break.

**ARTICLE XI**  
**OVERTIME**

- A. The Union recognizes the Township's need for and right to require reasonable amounts of overtime
  
- B. To the extent that an employee is eligible to receive overtime and compensatory time, eligibility shall be determined consistent with the Fair Standards Labor Act and State regulations. Certain executive, managerial, administrative, and professional employees may be exempt from overtime pay, consistent with the above mentioned acts/regulations.
  
- C. All employees shall be expected to complete their work in the time allotted for the normal working day. Any full-time employee scheduled to work beyond their regularly scheduled work week shall be paid at the rate of one time and one-half (1 ½ ) in pay. Compensatory time, at the rate of time and one-half (1 ½ ), may be used instead of paying overtime, provided it can be granted in accordance with the Fair Labor Standards Act ("FLSA"). Further, pursuant to the FLSA, authorized paid time off, such as paid sick leave, vacation, bereavement, personal and holiday, or authorized comp-time, will not count toward the regularly scheduled work week. For the purposes of calculating overtime or comp-time, an employee must work the actual forty (40) hours before being eligible for overtime/comp-time.
  - a. An employee's actual work week is defined as forty (40) hours of work, exclusive of any lunch break, in the work week.
  
  - b. An employee's actual work day is defined as eight (8) hours of work, exclusive of any lunch break, in the work day.
  
- D. Overtime pay on designated holidays as set forth in Article XIII in this Agreement, will be paid at a rate of two (2) times the hourly rate of pay.



- E. For an employee to qualify for overtime pay on any given Sunday at a rate of two (2) times the hourly rate of pay, said employee must initially work six (6) consecutive days from Monday through Saturday for eight (8) hours per day.
- F. The schedule for working such overtime will be established by the Township.
- G. Overtime or compensatory time shall be scheduled on a reasonably equalized basis, where such work is in the nature and normal routine of the job, and should be appropriately documented by the Department Head or supervisor per employee, with dates and hours earned, paid, used, and accrued.
- H. Overtime or compensatory time is only granted upon prior written Department Head or supervisory approval, unless an emergency exists. Overtime or compensatory time will be calculated on a weekly basis, rather than a daily-basis.
- I. For emergency situations where short notice is given, employees will be expected to make every effort to work overtime if possible. The refusal to work overtime without valid reason may be cause for disciplinary action.
- J. From December 1 until March 15, four employees will be required to be “on call” each and every weekend. The employees working “on call” be able to report to work within two (2) hours of being called in by the Township in case of emergency snow fall.
  - a. To maintain communication, the Township provides employees with cellular phones at the Township’s sole cost and expense. The “on-call” employee agrees to respond to calls from the Township within two (2) hours of being called in by the Township in case of emergency snow fall and/or other emergency.
  - b. It is the responsibility of the Union to submit a calendar to the Township, which provides the names of the four employees scheduled for the “on call” weekend. Said calendar must be submitted prior to October 1<sup>st</sup>. Employees are not entitled to an additional “off” weekend as a result of their obligations from December 1<sup>st</sup> through March 15<sup>th</sup>. Each employee’s next weekend “off” will be the next “off” weekend scheduled on the calendar. The employees and the Union may switch their “on-call” weekends with other employees upon reasonable notice to the Township of

the switch and the Union shall confirm with the Township of the four (4) employees who will be “on-call” for the weekend.

- K. Overtime shall be equally distributed to the extent possible among the employees capable of completing or performing the work to be completed. No overtime shall be worked or paid for unless first authorized by the supervisor in charge.
- L. The method of recording an employee’s overtime will be as follows:
  - a. Overtime the employee physically worked.
  - b. Overtime the employee orally refused or was too ill to work, or the employee was otherwise unavailable.
- M. There shall be no “pyramiding” of overtime.
- N. When working overtime, employees shall be entitled to a meal allowance as follows:
  - a. A supper allowance of \$12.00 for continuous work performed up to 8:00 PM.
  - b. A breakfast allowance of \$7.00 for continuous work performed up to 3:00 AM. In addition, a \$7.00 breakfast allowance shall be granted to those employees called in prior to the regular starting time in excess of two (2) hours or more.
  - c. A lunch allowance of \$9.00 for those employees who work through lunch or are called in to perform overtime duties on a Saturday, Sunday, or recognized holiday, and work through lunch, if directed in all instances to do so by the Township and the Township does not provide lunch.
  - d. When an employee is requested to remain after 3:30 PM during the work week and he/she performs continuous work through to the next day and begins to work his/her regular schedule at 7:00 AM, without returning home, said employee shall receive the paid lunch allowance.

- e. For all overtime worked on Saturday, Sunday, or a recognized holiday during snow and all other emergencies, employee will receive paid breakfast and supper allowances if said employee worked through the applicable period.
  - 1. The applicable period for paid breakfast allowance: employee arrives at work by 3:00 AM and works through 7:00 AM.
  - 2. The applicable period for paid supper allowance: the employees arrives at work by 8:00 PM and works through 12:00 AM (midnight).
- f. When overtime work involves snow plowing, employees shall be entitled to a one (1) hour paid break between 8:00 PM and midnight for their supper meal; and a one-half hour paid break between midnight and 3:00 AM and between 3:00 AM and 7:00 AM for their midnight and breakfast breaks, respectively.
- g. Whenever meal allowances are provided pursuant to this Agreement, the Township will no longer provide food.
- O. The Township agrees not to require or in any way solicit any employee to take time off to compensate for time worked in excess of eight (8) hours in a work day or forty (40) hours in a work week.
- P. Employees who are given compensatory time (time allowed) for overtime work during any given year must abide by the following:
  - a. Employees must use compensatory time in the week following the week in which the time was given.
  - b. Employees will not be allowed to accumulate and/or accrue and/or maintain more than three (3) hours of compensatory time.
  - c. Compensatory time is given for opening and closing the gate on Saturdays.
  - d. Compensatory time can only be taken upon prior verbal or written approval by the department head.

## **ARTICLE XII**

### **BULLETIN BOARD**

- A. The Union shall have the use of a bulletin board on the Township's premises for posting of notices relating to the Union's meetings, official business, and social functions only. No defamatory or malicious writing, or postings of any nature whatsoever, shall be placed in the Union bulletin board, and the Union agrees to immediately remove any such defamatory or malicious writings which may be posted.

## **ARTICLE XIII**

### **HOLIDAYS**

- A. The following days are designated as holidays for all employees covered by this Agreement: (1) New year's Day; (2) President's Day; (3) Good Friday; (4) Memorial Day; (5) Independence Day; (6) Labor Day; (7) Columbus Day; (8) Veteran's Day; (9) Thanksgiving Day; (10) Day after Thanksgiving; (11) Christmas Day; and (12) Employee's Birthday. In addition to the above, employees are entitled to two (2) floating holidays per year, subject to the provisions of Article XIV.
- B. The Township recognizes Christmas Eve as a half day, with overtime pay awarded when an employee works in excess of eight (8) hours.
- C. Employees who do not work on the observed holiday shall receive their regular daily rate of pay for each day, provided that any absence occurring on the day before or the day after the holiday has been authorized and/or paid for by the Township. If the absence is due to illness, the Township may request reasonable proof of such illness.
- D. Employees who are required to work on an observed holiday will be paid their regular holiday pay plus payment at their premium rate for all hours actually worked or guaranteed as referred to in Article XI of this Agreement, whichever is greater, exclusive of any lunch break, on such a holiday.
- E. Any holiday which falls on a Saturday shall be celebrated the preceding Friday and any holiday which falls on a Sunday shall be celebrated the following Monday.

## **ARTICLE XIV**

### **VACATIONS**

- A. All permanent full time employees covered by this Agreement are authorized an annual vacation allowance, with pay, which shall accrue to said employee on a calendar year basis as follows:
  - a. Employees shall be entitled to five (5) working days vacation after completion of their first year of employment with the Township. Vacations may only be taken upon the completion of their first year of employment.
  - b. Employees shall be entitled to ten (10) working days vacation upon completion of two (2) consecutive years of employment with the Township.
  - c. Employees shall be entitled to fifteen (15) working days vacation upon completion of three (3) consecutive years of employment with the Township.
  - d. Employees shall be entitled to twenty (20) working days vacation upon completion of twelve (12) consecutive years of employment with the Township.
  - e. For purposes of computing vacation entitlement, eight (8) hours at the employee's regular straight time hourly rate of pay shall constitute a working day.
  
- B. It shall be the responsibility of the Township to determine the scheduling of an employee's vacation, consistent with the following provisions:
  - a. Employees shall submit their requests for vacation time at least thirty (30) days prior to the proposed start date of the vacation.
  - b. The Township agrees to give reasonable consideration to an employee's wishes in this regard. Where conflicts in choices of dates occur, preference will be governed by seniority insofar as effective staffing requirements permit. Upon approval of the Supervisor, an employee shall be allowed to change any of their posted day or days if there is no conflict with already scheduled vacation days of other employees or

conflict with any provision of this Article. Seniority will not prevail for unscheduled time when conflicts arise. The Township retains the right to allow only twenty five percent (25%) of the workforce to be out at one time.

- C. Vacations shall not be cumulative from one (1) year to the next and must be taken in the calendar year in which they are earned. An employee whose employment is terminated prior to the expiration of his probationary period will not be entitled to annual vacation or pay in lieu thereof.
- D. Employees shall receive vacation pay in advance of their vacation, provided they furnish the Township with written request for the same at least ten (10) working days prior to the payday in which the vacation payment is requested.
- E. In the event a holiday named in this Agreement falls during an employee's vacation period, such employee shall enjoy an additional vacation day with pay at a mutually agreed upon time. Vacations may be taken throughout the calendar year.
- F. A permanent employee who has resigned or who has otherwise separated from employment shall be entitled to the vacation allowance for the current year prorated on the basis of one twelfth (1/12) of his vacation entitlement or each month worked from last anniversary date to the date of his separation becomes effective, which shall be payable not later than forty-five (45) days from the date of separation. Any vacation taken in excess of vacation earned shall be deducted from the employee's final paycheck.
- G. Employees must give one (1) week's notice prior to taking vacation for any length of time.
- H. In the event an employee takes vacation during the period December 1<sup>st</sup> through and including March 15<sup>th</sup>, the employee must remain available to report for "call-ins" for snow removal. If an employee is called in for snow removal, as described herein, their hours of work, payment, and overtime shall be as described within the Contract, and therefore employees shall be paid at the regular straight time rates of pay until such time

as overtime would be earned, as described in this Agreement. Further, the employee shall be allowed to make up any vacation time lost due to the “call-in,” in accordance with this Agreement.



**ARTICLE XV**

**HEALTH INSURANCE**

- A. The Employer shall provide Health Care Coverage through the Township's Plan for the employee and his/her dependents.

## **ARTICLE XVI**

### **DEATH IN THE FAMILY**

- A. Wages up to five (5) days will be paid during the absence from work of permanent full time employees when such absence is caused by the death and attendance at the funeral of a mother, father, sister, brother, spouse, child(ren) and up to three (3) days for other relatives such as grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents-in-law, aunts, and uncles. All days shall be consecutive working days and shall commence between the day of death and the day of the funeral.

## **ARTICLE XVII**

### **NON-DISCRIMINATION**

- A. There shall be no discrimination or interference, by the Township or any of its agents against the employees represented by the Union because of any membership or activity in the Union. The Union or any of its members or agents shall not intimidate employees into membership.
- B. The Township and the Union agree that there shall be no discrimination against any employee or applicant for employment because of race, sex, creed, color, national origin, age, ancestry, religion, marital status, political affiliation, or liability for service in the Armed Forces of the United States, in compliance with all applicable federal and State statutes, rules, and regulations.

## **ARTICLE XVIII**

### **JURY DUTY**

- A. An employee summoned for jury duty shall receive his/her regular pay from the Township without interruption or deduction for such period. Such employee shall report for his/her regular work while excused from such attendance in court unless it is impossible or if the employee is excused after 1:30 PM, except in the cases of emergency.
- B. Any payment received for jury duty shall be retained by the employee.
- C. Adequate proof of dismissal, provided by way of Sheriff's receipt, is required.

## ARTICLE XIX

### GRIEVANCE AND ARBITRATION

- A. The purpose of the grievance procedure shall be to settle all grievances between the Township and the employees covered by this Agreement at the lowest possible level, as to insure efficiency and promote employee morale.
- B. A grievance is hereby defined as any difference which may arise between the Township and the Union or between the Township and any of its employees covered by this Agreement concerning the interpretation, application, or compliance with the provisions of this Agreement
- C. The procedure set forth for the settlement of a grievance shall be as follows;
  - a. STEP ONE: The aggrieved employee(s) must present the grievance to management within seven (7) working days of its occurrence.
    - i. The grievance must be reduced to writing, stating the facts, the specific Article(s) of the Agreement violated, and the remedy requested. The Township shall respond to the grievance in writing. A copy of that response will be provided to the shop steward and the Union.
  - b. STEP TWO: If the Township and the employee cannot settle the dispute within ten (10) working days of the Township's written response, the Union may submit the dispute to arbitration.
  - c. STEP THREE: An arbitrator will be selected, in accordance with voluntary rules of the American Arbitration Association.
  - d. STEP FOUR: The arbitrator shall hold a hearing at a time and place mutually convenient for both parties. No matter, other than a grievance as defined in STEP ONE, can be reviewed on the merits by the Arbitrator. The arbitrator shall have no authority to add to, subtract from, modify, change, or alter this Agreement. The decision of the arbitrator shall be final and binding on all parties. That decision shall be rendered within thirty (30) days after the hearing of the dispute.
- D. Expenses: Each party shall bear the expense of its representatives, participants,

witnesses, and for the preparation and presentation of its own case. The fees of the arbitrator, the hearing room, and other expenses incidental to the arbitration hearing shall be borne equally by the parties. Transcript fees shall be shared only if both parties request a copy of the same.

- a. In cases involving back pay, the arbitrator may award such back pay only to the date of the filing of the grievance.
- E. Time Limits: All of the time limits contained in this Article of this Agreement may be extended by mutual Agreement, unless such a time is extended by mutual Agreement, the failure to observe the time limits set herein for the presentation and/or submission of a grievance shall constitute abandonment of said grievance, or of the right to arbitration and settlement thereof. In the event the Township fails to respond to the Union within the time limits set forth in this Article, the Union shall have the right to automatically process the grievance to the next step.

## **ARTICLE XX**

### **SAFETY**

- A. The Township 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 tell his supervisor. The supervisor will be responsible for determining whether or not the work can be performed safely. If, in the judgment of the supervisor, the working conditions are unsafe, he/she shall advise how the work can be performed safely, or will stop the work. Normally, if the supervisor takes the responsibility and directs the work to continue, the employees shall perform the work subject to the right under the grievance and arbitration procedure set forth in this Agreement.
- B. The Township shall provide all safety equipment necessary for the performance of the work required, including but not limited to, first aid kits, DOT flags, flares, and fire extinguishers. All safety equipment and apparel shall remain on the Township's premises when not in use.

**ARTICLE XXI**

**LIE DETECTOR TEST**

- A. The Township shall not require, request, or suggest that any employee or applicant for employment take a polygraph or any other form of lie detector test.



**ARTICLE XXII**

**MILITARY LEAVE**

- A. The Township agrees to abide by all applicable provisions of the Universal Training and Service Act.

## ARTICLE XXIII

### COMPENSATION CLAIMS

A. Every work accident or occupational exposure should be recorded on an accident report form. Such documentation will prompt an investigation, which will enable to Township to determine the cause of the accident or exposure and prevent future accidents.

B. Workers' Compensation Benefits:

a. Medical benefits: necessary and reasonable medical treatment, prescriptions, and hospital services related to the work injury are paid by the Township's insurance carrier. The Township and/or its insurance carrier has the right to designate medical providers for all work-related injuries.

b. Temporary Total Benefits: If an injured worker is disabled for a period of more than seven days, he/she will be eligible to receive temporary total benefits, retroactive to the first day of lost time. The benefit will be paid at a rate of seventy (70%) percent of the worker's average weekly wage, not to exceed the statutory maximum rate or fall below the statutory minimum rate, established annually by the Commissioner of Labor and Workforce Development. These benefits are provided until the worker has returned to work, has reached maximum medical improvement, or has the statutory four hundred (400) week maximum.

c. Permanent Partial Benefits: When a job related injury or illness results in a permanent bodily impairment, benefits are based on the individual's functional loss. These benefits are paid weekly and are due after the date temporary disability ends.

d. Permanent Total Benefits: When a work injury or illness prevents a worker from returning to any type of gainful employment, he/she may be entitled to receive permanent total disability benefits. These weekly benefits are provided initially for a period of 450 weeks. Benefits continue beyond the initial 450 weeks provided that the injured worker is able to show that he/she remains totally disabled. The benefits are paid weekly and are based upon 70% of the average weekly wage, not to exceed

the statutory maximum or fall below the statutory minimum.

e. Death Benefits: Dependents of a worker who dies as a result of a work related injury or illness may be eligible to receive death benefits and funeral expenses up to \$3,500. The weekly benefits are seventy percent (70%) of the wage of the deceased worker, not to exceed the statutory maximum.

C. When the Township receives notice of a work-related accident or occupational exposure, it will notify its insurance carrier or third party administrator (“TPA”) so that a report of injury form can be filed with the State of New Jersey. That form will provide the Division of Workers’ Compensation initial information about the work accident or exposure, and any resulting an injuries.

D. Until a claim has been accepted by the Township’s insurance company as a valid Worker’s Compensation claim, time will be charged against the injured employee’s benefit time. At the time the claim is deemed valid, any benefit time charged will be restored.

## **ARTICLE XXIV**

### **LAYOFFS AND RECALL**

- A. Whenever the Township reduces the workforce, the following procedures shall apply
  - a. Employees shall be laid off in the order of least total employment seniority, regardless of classifications, provided the remaining employees are then qualified or can qualify within the three (3) month notice period to perform the work to be done.
  - b. Notice of layoffs will be given at least two (2) weeks before the scheduled layoff.
  - c. A laid off employee shall have preference for re-employment for a period of two (2) years.
  - d. The Township shall rehire laid off employees in the order of greatest employment seniority, provided the employees are then qualified or can qualify to perform the work available within a three (3) month period. Under no circumstances whatsoever shall the Township hire from the open labor market while an employee had an un-expired term for preference for re-employment who is ready, willing and able to be re-employed as provided under the provisions of the Article of the Agreement.
  - e. 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.

## **ARTICLE XXV**

### **SUB-CONTRACTING**

- A. The Township may continue to let sub-contracts for the work or service presently performed by or hereafter assigned to employees covered by this Agreement, provided
  - a. No employees are on layoff with unexpired recall rights.
  - b. Employees shall not be laid off while contractors are performing work.
  - c. The letting of subcontracts shall not be used to avoid the terms and conditions of this Agreement.

## **ARTICLE XXVI**

### **PERSONAL DAYS**

- A. Each employee covered by this Agreement may receive three (3) leave days with pay for personal business during each calendar year of this Agreement. Leave shall not be cumulative from year to year. When requesting personal leave, employees are required to give at least five (5) working days notice to the Township, except in cases of emergency. The granting of personal leave shall not interfere with the efficient operation of the department.

## ARTICLE XXVII

### SICK LEAVE

- A. Sick leave is the absence of an employee from work because of illness, accident, and/or exposure to contagious diseases.
- a. If an employee is absent for reasons that entitle him or her to sick leave, the Township shall be notified promptly. Failure to notify the Township may be the cause for disciplinary actions. Absences without notice for five (5) consecutive days shall constitute a resignation by way of job abandonment.
  - b. Sick leave shall be earned in the following manner:
    1. One (1) day for each forty-five (45) days of employment with the Township during the first year of service;
    2. Ten (10) days per year for each year of service with the Township thereafter, beginning with the second (2<sup>nd</sup>) year of employment.
    3. Sick leave entitlement shall be cumulative from year to year, not to exceed a maximum of sixty (60) days total.
    4. Upon termination of employment with the Township, with the exception of cases of firing that are recognized by the Union, all Union members will be entitled to receive fifteen (\$15.00) dollars for each day of unused sick days to a maximum of forty-five (45) days compensation.
    5. Sick leave will be accrued before it may be taken.
  - c. Any employee who is absent on sick leave for five (5) or more consecutive working days shall be required to submit a physician's certificate as evidence substantiating the illness. The employer may require any employee who has been absent because of personal illness for any period of time, as a condition of his/her return to work, to be examined by a physician at the expense of the employer.

## **ARTICLE XXVIII**

### **PENSIONS**

- A. The Township shall enroll all permanent full time employees covered by this Agreement under the Public Employment Retirement System upon satisfactory completion of the probationary period.
- B. Employees shall provide the Township with at least six (6) months notice fo their intent to retire. Said notice shall not be binding upon the employer.



## **ARTICLE XXIX**

### **WORK ASSIGNMENTS**

- A. Due to the small crew and the extensive amount of work performed, Supervisory personnel can and will perform any of the tasks covered in this Agreement. Supervisory personnel are required to set and maintain a safe pace at work. As such, supervisory personnel have the absolute right to perform any of the work/tasks performed by the employee and the performance of the same is solely at their discretion.

## **ARTICLE XXX**

### **PAY DAY**

- A. Employees will be paid by check on the fifteenth (15<sup>th</sup>) and thirtieth (30<sup>th</sup>) of each month. In the month of February, employees will be paid on the fifteenth (15<sup>th</sup>) and the twentieth (20<sup>th</sup>). Employees will be paid during working hours. When payday falls on a holiday, the preceding day will be payday.

**ARTICLE XXXI**

**SANITARY CONDITIONS**

- A. The Township agrees to maintain a clean, sanitary washroom, hot and cold running water, and toilet facilities.

## **ARTICLE XXXII**

### **MAINTENANCE OF STANDARDS**

- A. The Township agrees that all conditions of employment relating to wages, hours of work, overtime differentials, and general working conditions provided in this Agreement shall be maintained at not less than the highest standards in effect at the time of signing this Agreement, unless otherwise mutually agreed to by the parties.

## **ARTICLE XXXIII**

### **CLOTHING**

- A. Employees are entitled to an annual clothing allowance of three hundred fifty (\$350) dollars: \$175 to be paid April 1 and \$175 to be paid September 1.
- B. The Township shall also provide each Public Works employee with the following equipment: safety glasses, gloves, safety hat, pair of rubber boots, rain suit, ear silencer, mandatory safety shoes, and safety vest. The employer shall replace protective clothing and other issued equipment of a fair “wear and tear” basis.
- C. The Township will set up an account at Flemington Department Store and all employees may use a Purchase Order (PO) number to purchase clothing only.

## **ARTICLE XXXIV**

### **AGENCY SHOP**

- A. Pursuant to the provisions of the New Jersey Employer-Employee Relations Act, as amended, all employees in this negotiating unit who are not now, or subsequently elect not to be, members of the Union, or who hereafter may be employed and who, after ninety (90) days of employment choose not to become members of the Union, shall have deducted from their pay, on a monthly basis, a fair share representation fee in lieu of dues equivalent to eighty-five (85%) percent of the dues charged by the Union to its members.<sup>2</sup>

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<sup>2</sup>34:13A-5.5. Representation fee in lieu of dues; negotiation; agreement; amount; pro rata returns; grounds; proceedings

## ARTICLE XXXV

### UNPAID LEAVE

- A. A leave of absence without pay may be granted for any of the following reasons
  - a. Because of the non-employment connected injury or physical disability of an employee
  - b. Because the employee is entered upon a course of training for the purpose of improving the quality of his/her service to the Township, or fitting himself or herself for promotion
  - c. Because of extraordinary reasons, sufficient in the opinion of the department head and the Township Administrator, to warrant a leave of absence
- B. Leave of Absence without pay will be reported on the Payroll Change Notice form and will contain the duration and the reason for the required leave
- C. Such leave will not be granted for more than twelve (12) months, any request for extension of leave time must be made by the employee to the Department Head, who will then present it to the Township Administrator with his recommendation. The Administrator will then act upon the request.
- D. If a vacancy does not occur within sixty (60) days after the expiration for leave of absence, the employee whose leave has expired will be placed on a department re-employment eligible list and given consideration for rehire over a period of one (1) year.
- E. Upon reinstatement from a leave of absence, the employee will be granted the seniority he possessed on the date of the leave
- F. Failure on the part of the individual to report within five (5) days following the expiration of a leave of absence, except for valid reasons which should be sent by certified mail five (5) days prior to the reporting date, will be cause for dismissal. Time frame may be increased in the situation warrants it
- G. Informal leave of absence without pay, not exceeding five (5) working days in any thirty (30) day period, may be granted at the discretion of the Department Head and the Township Administrator.

- H. Employees who enter the Armed Services for an extended length of time, such as a six (6) month program or by enlistment, will be placed on military leave without pay. All of their rights and seniority will be reserved during the time they are on leave of absence for that purpose.
- I. The employee will retain membership in the Township Health Plan through the months in which an employee's authorized leave of absence without pay is authorized. The employee is responsible to pay for the full cost of those benefits including the portion normally paid for by the Township.
- J. It is the employee's responsibility to arrange with the Township to pay for benefits, such as health insurances, group life insurance, pension coverage, etc., which the employee wishes to continue while on leave of absence.
- K. Other benefits, i.e., vacation, holidays, sick leave, etc., will cease to accrue upon the beginning of the leave of absence. No employee may accrue any of these types of benefits while on an unpaid leave of absence. After the expiration fo the leave of absence, said benefits will begin to accrue again.



## ARTICLE XXXVI

### SALARY

- A. Employees hired before the date this Agreement took effect will receive pay as follows<sup>3</sup>:
1. Assistant Road Supervisor: \$51,795.29 annually
  2. Equipment Operator #10: \$45,105.74 annually
  3. Equipment Operator #5: \$39,321.87 annually
  4. Equipment Operator #4: \$38,165.09 annually
- B. Employees hired on or after the date of the enactment of this Agreement will receive pay as follows:
1. Assistant Road Supervisor: \$40,000-\$65,000 based on experience
  2. Machine Road Supervisor: \$32,500-\$50,000 based on experience
  3. Road Laborer: \$22,750-\$41,000 based on experience

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<sup>3</sup> Figures provided herein include the negotiated 3.8% salary increase for the current year. Salary increases for the next two years will be negotiated.

**ARTICLE XXXVII**

**LONGEVITY**

A. Permanent full-time employees shall receive a longevity paid bonus in addition to their base salary in accordance with the following schedule. Years shall be calculated from the employee's date of hire, not a calendar year.

- |  |           |
|--|-----------|
| 1. Upon the sixth (6 <sup>th</sup> ) anniversary date of hire:         | \$600.00  |
| 2. Upon tenth (10 <sup>th</sup> ) anniversary date of hire:            | \$700.00  |
| 3. Upon the fifteenth (15 <sup>th</sup> ) anniversary date of hire:    | \$800.00  |
| 4. Upon the twentieth (20 <sup>th</sup> ) anniversary date of hire:    | \$900.00  |
| 5. Upon the twenty-fifth (25 <sup>th</sup> ) anniversary date of hire: | \$1000.00 |

## **ARTICLE XXXVIII**

### **SAVINGS CLAUSE**

- A. It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.
- B. If any such provisions are invalid, the Township and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

## **ARTICLE XXXIX**

### **FULLY BARGAINED FOR AGREEMENT**

- A. This Agreement represents and incorporated the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject to negotiations.
- B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement
- C. The Township and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred or covered in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement
- D. This Agreement may be modified in whole or in part by the parties by an instrument, in writing only, executed by both parties.
- E. It is the intent of the parties that the provisions of this Agreement will supersede all prior Agreements and understandings, oral and written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. The Union and the Township, for the life of this Agreement, hereby waive any rights to request or negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

**ARTICLE XL**

**DURATION OF AGREEMENT**

- A. The provisions of this Agreement shall become effective on January 1, 2009 and shall continue in full force and effect through December 31, 2011. The provisions of this Agreement shall be applicable only to those employees in the employ of the Township who are members of the bargaining unit on the date this Agreement is executed.
- B. Salary negotiations will be re-opened each year after this Agreement has been in full force and effect for two (2) years.
- C. Unless one party hereto gives notice to the other party, in writing, at least sixty (60) days prior to expiration of initial three (3) year term of this Agreement, this Agreement shall continue in full force and effect for an additional year, and henceforth from year to year until either party gives the other party a written notice of its intent to terminate, modify, or amend said Agreement at least sixty (60) days prior to any anniversary of the original expiration date.

In witness whereof, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative this \_\_\_\_\_ day of September 2009.

TOWNSHIP OF BETHLEHEM

TEAMSTERS LOCAL UNION NO.  
469, Affiliated with International  
Brotherhood of Teamsters

BY: \_\_\_\_\_  
JOHN GRAEFE, MAYOR

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
WITNESS

BY: \_\_\_\_\_  
WITNESS