



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 specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States, and

WHEREAS, nothing contained herein shall be considered to deny or restrict the employer of its rights, responsibilities and authority under the Laws of the State of New Jersey or any other national state, county or local laws or regulations as they pertain to the employer, and

WHEREAS, it is the intention of both the employer and the employee that this agreement be construed in harmony with the Rules and Regulations of the New Jersey Civil Service Commission,

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 Road Department of the Township of Middletown who have elected to be represented by the Union for the purpose of presenting and making known to their Division Head or such person as may be designated by the Mayor, their grievances and proposals.

SECTION 2. The Employer agrees to deduct the initiation fee and/or dues from the wages of each employee who is a member of the Union and to forthwith remit the same to the Union office.

SECTION 3. The Union agrees to file a dues deduction authorization form with the Employer for each employee prior to such deductions, and same shall be in accordance with the applicable statutes of the State of New Jersey.

ARTICLE 2. HOURS OF WORK

SECTION 1. Each permanent full time employee shall receive a minimum guarantee of thirty-seven and one-half (37 1/2) hours of work or pay for each week. No guarantee is made that said work will be assigned in the employees job category and employees agree to work in

other job classifications at no change in rate of pay, and employer agrees to make such assignments on a seniority basis.

The work week shall be from Monday through Friday. Normal hours of work shall be 8:00 A.M. to 4:00 P.M. All hours worked beyond seven and one-half (7 1/2) hours in any one day or thirty-seven and one-half (37 1/2) hours in any week shall be paid at the rate of time and one-half for said excess hours.

Saturday work shall be paid at the rate of time and one-half the hourly rate for all hours worked in excess of 37 1/2 hours that week. When an employee is required to work on a Saturday, he shall be guaranteed a minimum of four (4) hours work or pay at the time and one-half rate subject to the above paragraph, 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 seven and one-half (7 1/2) hours work or pay.

When an employee is required to work on a Sunday or holiday, he shall be guaranteed a minimum of four (4) hours work or pay at the rate of double time on Sunday and of double time plus the holiday pay on a holiday. 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. to be 12:00 Noon to 12:30 P.M., for which the employee shall not be paid. Should an employee be required to work through his lunch period because of an emergency, he shall be given an opportunity to take a lunch break not to exceed twenty (20) minutes as soon as practicable and shall be paid for such lunch break.

Employees shall be granted a 15 minute coffee break in the morning, and a 15 minute coffee break in the afternoon and be paid for such 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 when he arrives either at his place of assignment or at the Township Garage, plus one-half (1/2) hour's pay for travel time.

When an employee is called to work under the above condition he shall be guaranteed a minimum of four (4) hours work or pay including travel time. 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 time and one-half rate for all hours worked outside the employee's regularly scheduled hours.

When, in the opinion of the Superintendent of the Road Department, the fall of snow is of sufficient intensity or depth, the Superintendent may assign both a driver and a laborer to certain pieces of equipment used for plowing snow. In all other cases, only a driver shall be assigned to each piece of equipment. *IF AN EMPLOYEE FEELS MORE THAN ONE PERSON IS REQUIRED, APPEAL CAN BE MADE TO THE ADMINISTRATOR FOR REVIEW AND DETERMINATION.*

SECTION 4. When an employee is required to work ten (10) hours or more on a normal work day or a full overtime day, 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 one-half hour lunch period for each five (5) hours over the above mentioned ten (10) hours also at no loss of pay for such lunch period.

SECTION 5. Each such employee shall also receive a meal allowance of \$2.50 for each continuous ten (10) hour time period worked.

### ARTICLE 3. HOLIDAYS

SECTION 1. The employees shall receive the twelve (12) official holidays per year as presently authorized by the Middletown Township Committee.

New Year's Day	Labor Day
Lincoln Birthday	Columbus Day
Washington Birthday	General Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

Pay for holidays not worked shall be seven and one-half (7 1/2) 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 purposes of computing overtime.

SECTION 3. In the event a holiday named in this contract falls during an employee's vacation period, such employees shall receive an additional day's vacation.

#### ARTICLE 4. VACATIONS

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

Employees shall receive vacation at times designated by the Employer with pay based on years of service in accordance with the following vacation table:

1 year to 5 years of service-12 days vacation with pay

6 to 10 years of service-15 days vacation with pay

11 years and over of service-20 days vacation with pay

Employees 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 within their classification and where consistent with work schedules when selecting vacation periods.

SECTION 3. Any employee eligible for vacation, whose employment has terminated for any reason other than disciplinary, shall nevertheless receive a prorated vacation.

SECTION 4. Vacation time may not be accumulated for more than two (2) years.

#### ARTICLE 5. SICK LEAVE

Employees to receive fifteen (15) days sick leave per year

after one (1) year's service with pay.

Employees with less than one year's service to receive one day of sick leave per month of service, with pay, from the day of regular employment up to and including December 31 next, following day of appointment and (15) days sick leave, with pay, for each calendar year thereafter. During the first three months of employment, an employee may accumulate but not take sick leave.

ARTICLE 6. DEATH IN THE FAMILY

SECTION 1. In case of death in the immediate family, as hereinafter defined, an employee shall be granted three (3) days off following the date of death, with pay. Payment shall be made for only such of the three (3) days as are working days and these days shall not be charged against sick leave. Immediate family is hereby defined to include the spouse, child, mother, mother-in-law, father or father-in-law of the employee.

ARTICLE 7. SENIORITY AND PERMANENT EMPLOYEE SECURITY

SECTION 1. Newly hired permanent employees shall be considered to be on a trial basis for a period of one hundred twenty (120) days from the date of attaining permanent status and all seniority and permanent employee security shall conform to and comply with the applicable statutes and regulations of the New Jersey State Division of Civil Service. Such employees may, during their trial periods, be terminated at any time during said period without recourse whatsoever.

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 and passing grade 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 in such capacity, top seniority, except for promotion purposes, 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 in such manner and on such forms as the employer deems appropriate.

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. 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.

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 8. WORK CLOTHES

The employer will provide the following items on a turn in basis to each employee without cost.

- (A) Winter work shoes and summer work shoes as needed, subject to inspection and approval of the supervisor.
- (B) Work gloves as needed, subject to inspection and approval of the supervisor.
- (C) Summer uniforms with short sleeves which will be provided by the employer between May 1st and October 1st of each year.

The above items to consist of an initial issue of one pair of summer and one pair of winter work shoes, two (2) pair of work gloves, and the summer uniform. Thereafter said items will be replaced by the employer upon turn in of the worn out item by the employee and approval of the supervisor.

ARTICLE 9. BULLETIN BOARDS

Bulletin boards will be made available to the Union and the employer for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety, and general Union activities.

ARTICLE 10. NONDISCRIMINATION

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 11. MAINTENANCE OF EXISTING CONDITIONS

It is the intent of the employer and the employee that any presently existing working conditions are to remain in full force and effect except as specifically modified by this agreement.

ARTICLE 12. GRIEVANCE MACHINERY

SECTION 1. It is hereby agreed that the employer has the right to discharge for just cause. The employer agrees to advise the Union of any such discharge and the reasontherefore 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.

Step 1: The employee and the Steward or the employee individually, but in the presence of the Steward, shall take up the complaint with the Supervisor if it is not satisfactorily settled within three (3) working days, then 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 such person as may be designated by him, 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. The Superintendent of Road Department or his designee
4. The 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 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 or other job action during the term of this Agreement. Any employee who violates the terms of this section shall be subject to discharge.

#### ARTICLE 13. JURY DUTY

An employee called for Jury Duty will be excused from work for the period actually in attendance at Court and he will be paid his regular daily earnings for such time as he is required to be in attendance at Court.

#### ARTICLE 14. RIGHT 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 purposes 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 representatives shall not, in any way, interfere with the operation of the municipal offices or shops during working hours and that this privilege shall be so exercised as to keep at a minimum time lost thereby to the Employer.

ARTICLE 15. WAGES

The Pay Plan for the calendar year 1973 shall be as follows:

<u>Position</u>	<u>Start</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Road Foreman	9,265.	9,730.	10,215.	10,725.	11,260.	11,825.
Heavy Equip. Oper.	8,425.	8,845.	9,285.	9,750.	10,235.	10,745.
Equip. Oper.	7,660.	8,045.	8,445.	8,865.	9,310.	9,775.
Truck Driver	7,270.	7,635.	8,015.	8,415.	8,835.	9,275.
Laborer	7,135.	7,490.	7,865.	8,265.	8,675.	9,110.
Sr. Mech. Rep.	9,265.	9,730.	10,215.	10,725.	11,260.	11,825.
Mech. Rep.	8,425.	8,845.	9,285.	9,750.	10,235.	10,745.
Welder	8,425.	8,845.	9,285.	9,750.	10,235.	10,745.

ARTICLE 16. DEFECTIVE EQUIPMENT

SECTION 1. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment, unless such refusal is unjustified.

All equipment which is refused by an employee because it is not mechanically sound or properly equipped shall be appropriately tagged so that the tag is readily observable by other employees and the tag shall remain thereon until the Maintenance Department has

remedied the complaint. The Maintenance Department shall remove the tag upon correction and the equipment shall thereupon be available for use.

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person or equipment. The term "dangerous conditions of work" does not relate to the type of cargo which is hauled or handled.

SECTION 2. Employees shall immediately, or at the end of their shifts, report all defects in equipment. Such reports shall be made on a suitable form furnished by the Employer, and shall be made in multiple copies, one copy to be retained by the employee. Such reports shall be made out on company time. The Employer shall not make or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical department and the tag has been removed.

#### LONGEVITY

In addition to the wage increase in Article 15, employees shall receive a longevity bonus in accordance with the following schedule.

<u>Years of Service</u>	<u>In Addition to Annual Pay</u>
After 10 years of service	\$125.00
After 15 years of service	\$250.00
After 20 years of service	\$400.00

Longevity pay for a calendar year will be spread over the pay periods of the employee during that year. Service for purposes of longevity pay shall be calculated from the date of first employment with the employer. And time in the employ of the employer, regardless of department or division, shall be counted.

#### ARTICLE 17. MEDICAL, SURGICAL AND HEALTH PLANS

The rights, privileges and benefits currently in effect for

the employees under current health plans of the Township shall be continued during the period of this Agreement. It is understood that the Township subscribes to the New Jersey State Health Benefits Plan and continued subscription to same is considered a benefit under this contract. If an Insurance Plan for Dental and Eyeglass benefits becomes available through the State, provision of such coverage will be considered by the Township.

ARTICLE 18. APPLICATION OF SENIORITY

Seniority shall prevail in all work assignments in each classification. When there are more employees in each classification than are required, the more senior employees in this classification shall be assigned to perform the duties required and the less senior shall be assigned other duties.

Where an employee has no work to perform in his respective classification, he may be required to work in another classification and said assignment shall be on a seniority basis to that classification in which there is available work but there shall be no change in said employees rate of pay, provided however that if an employee is required to work three (3) consecutive days or more in a high classification, he will be paid at the rate established for said classification.

When overtime is required or work is required on any premium day, such work shall be rotated among the qualified employees.

Regular Road Department employees shall first be offered regular and overtime work before nonemployees of the Road Department are offered such work. However, this shall not apply to independent contractors employed from time to time by the Road Department and the Superintendent shall have freedom to make such assignments at his discretion.

ARTICLE 19. SAFETY COMMITTEE

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 requirement of the State of New Jersey.

ARTICLE 20. MANAGEMENT RIGHTS

SECTION 1. The Employer retains the right to manage and control its facilities, and in addition, retains the right to hire, promote, transfer, discipline or discharge employees for just cause.

SECTION 2. Nothing in this Article shall be interpreted to deprive any employee of rights guaranteed to him by Federal or State law, and all the rights enumerated in this Agreement.

SECTION 3. The parties agree that the right to make reasonable rules and regulations shall be considered and acknowledged as the function of the Employer except as such right may be specifically modified by the terms of this Agreement.

ARTICLE 21. APPLICABLE LAWS

SECTION 1. Nothing herein shall abrogate or in any way modify any of the rules or procedures of the New Jersey Civil Service Commission, then the provisions of this Agreement to that extent shall be null and void.

SECTION 2. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of federal, state and local laws.

ARTICLE 22. SAVING CLAUSE

SECTION 1. Should any part or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof.

ARTICLE 23. TERM OF AGREEMENT

SECTION 1. This Agreement shall be effective as of the first day of January 1973 and shall remain in full force and effect and expire on the 31st day of December 1973.

SECTION 2. The employees shall have the right to open negotiations on salaries between August 1 and August 31 of each year. 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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers the day and year first above written.

ATTEST:

TOWNSHIP OF MIDDLETOWN

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

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

BY \_\_\_\_\_  
FRANK BAILEY, SHOP STEWARD

\_\_\_\_\_  
FRED P. POTTER, Business Agent  
and Organizer