

2661

LOCAL UNION NO. 866

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN, AND HELPERS OF AMERICA**

AND

TOWNSHIP OF BERNARDS

January 1, 1996 through December 31, 1998

Local 866 Contract -- January 1, 1996 - December 31, 1998

AGREEMENT

THIS AGREEMENT, entered into this 28th day of June 1996, between **LOCAL UNION NO. 866**, Affiliated with the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN, AND HELPERS OF AMERICA**, hereinafter referred to as the "Union", and the **TOWNSHIP OF BERNARDS**, hereinafter referred to as the "Employer."

The effective date of this agreement is January 1, 1996.

The Employer and the Union agree as follows:

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**ARTICLE I
RECOGNITION**

The Employer recognizes Local Union No. 866, I.B.T., as the sole and exclusive bargaining agent for all laborers, truck drivers, equipment operators, mechanics, crew chiefs, assistant foremen, working foremen, and buildings and grounds maintenance men in all matters pertaining to rates of pay, wages (salaries), hours of work, benefits, and other terms and conditions of employment.

Excluded are all professional and clerical employees, watchmen, guards, and all other Township employees and managerial executives and supervisors within the meaning of the Act.

**ARTICLE II
AGENCY SHOP AND DUES CHECK-OFF**

- A. As the sole and exclusive bargaining agent for employees as recognized above, the Union will receive dues payment from all represented employees. The employer agrees that it will, on the first payroll in each month, deduct the Union dues from the pay of each employee who is a member of the union and any permanent employee in the bargaining unit who does not join the Union within thirty (30) days thereafter, shall as a condition of employment, pay a Representation fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Town by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular union membership dues, fees, and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Town. These dues will be transmitted with a list of such employees to the Secretary-Treasurer of Local Union 866 within ten (10) days after dues are deducted.
- B. After a Union employee has been employed for thirty-one (31) days, the Employer agrees to deduct the initiation fee in four (4) consecutive weekly payments and to transmit the same as set forth above. No initiation fee is required for Non-Union employees.
- C. The Union agrees to furnish written authorization, in accordance with law, from each employee authorizing these deductions.
- D. The Union will furnish the Employer a written statement, of the dues and initiation fees to be deducted.
- E. The Union shall indemnify and save the Township harmless against all claims, demands, suits and other forms of liability which may arise by reason of any action then in making deductions, remitting the same to the Union pursuant to this Article.

**ARTICLE III
ACCESS**

A duly authorized representative of the union, designated in writing, after reporting to the Director of Public Works and Emergency Services or his designee, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and for investigation of complaints that the contract is being breached. Upon request, the Union representative shall state the purpose of his visit, except in an emergency, at least two (2) hours advance notice must be given. Such visits shall not be permitted to interfere with, hamper or obstruct normal operations. The Employer shall not be liable for any time lost by employees during such visit.

**ARTICLE IV
BULLETIN BOARD**

The Employer agrees to give use of the bulletin board located in the Public Works Department office for the posting of notices relating to official business of the Union. A copy of the posted notice will be submitted to the Township Administrator by the Union.

**ARTICLE V
NON-DISCRIMINATION**

- A. The parties agree there shall be no discrimination with regard to hiring, promotion, job assignment, or other conditions of employment because of race, age, sex, creed, color, national origin, union activities or otherwise.
- B. In the matter of hiring, veterans shall be given preference and area residency will be given consideration.

**ARTICLE VI
JOB STEWARDS**

- A. The Employer recognizes the right of the Union to designate job steward and alternates so designated by the Union.
- B. 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 the collective bargaining agreement.
 - 2. The transmission of messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information contain a signature of a duly authorized agent and are of a routine nature.
- C. Job stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business.
- D. The Employer recognizes these limitations upon the authority of job stewards and alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the job stewards or alternates have taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.
- E. Stewards shall be permitted to investigate, present and process grievances on or off the property of the Employer, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime, subject, however, to an emergency work schedule or project.
- F. Stewards will not leave their assigned place of work for the above noted purposes without authorization by their immediate supervisor.

**ARTICLE VII
JOB BIDDING**

- A. If the management determines to fill a permanent vacancy (not caused by vacation, illness, leave of absence, or similar reason), a written notice shall be posted on the bulletin board(s) for a period not to exceed eleven (11) working days. Any employee may fill the job pending the successful bid. The management shall offer the vacancy to the most senior qualified bidder, within the division - or if there is no senior qualified bidder within the division, then the most senior qualified bidder, who is capable of performing the job based on the seniority list following in this section. The establishment of qualifications for jobs is the responsibility of the Employer. Any employee who is deemed by management not to qualify for a job must be communicated with by management as to what qualifications management considers absent in him. Whether an employee meets qualifications is subject to the grievance procedure, including grievance arbitration. The job vacated by a successful bidder must also be posted and be filled in the above prescribed manner.
- B. Up to the first sixty (60) days of actual time on the job shall be considered a trial period, which may be extended for up to an additional thirty (30) day period upon the mutual written consent of the parties. During the trail period, an employee will be advised on two (2) occasions of his progress in the presence of the Shop Steward. Any deficiencies in his performance of the new job will be specified and methods for improvement demonstrated to him. If management determines that the job is not being satisfactorily performed, the employee shall be returned to his former job and the position shall be given by management to the next qualified senior bidder. A successful bidder may be restricted from bidding more than once in a twelve (12) month period.
- C. Seniority lists effective January 1, 1996.

Road Division

	WF	John Bird	28 August	1967
	OE	Santo Ientile	16 June	1969
	AF	George Bird	4 June	1973
	OE	James Hallgring	27 September	1976
	CC	Dave Ferratti	26 March	1979
	TD	Fred Miller	15 August	1983
6*	TD	Rich Romano	16 February	1986
8*	TD	Tom Ritchie	5 May	1986
9*	TD	Len Lajeunesse	3 November	1986
10*	TD	Ed Then	23 March	1987
12*	TD	Pat Depoortere	11 July	1988
13*	TD	Tom Nicoletti	5 January	1989

Mechanics Division

	WF	Steve Ujobagy	10 October	1973
4*	MM	Jim Petrock	4 February	1985
14*	MM	Rich Krukowski	6 March	1989

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Building Division

	WF	Nick O'Keefe	20 January	1977
7*	BM	Ed Intili	14 April	1986
11*	BM	Jonathan Green	4 April	1987

Grounds Division

	WF	Dan Callahan	12 February	1979
	GK	Jim Petrakian	31 March	1980
	AF	Bill Almendinger	1 July	1980
	GK	John Petronio	7 April	1980
1*	GK	Gary Boettcher	10 April	1984
2*	GK	Bob Walker	16 April	1984
3*	GK	Steve Gray	16 April	1984
15*	GK	Gunnell Johnson	5 September	1989

* Designates departmental seniority after all other employees

**ARTICLE VIII
WORK ASSIGNMENTS**

- A. Article Eliminated
- B. The Employer agrees to fill temporary vacancies in higher classifications as deemed necessary by management by upgrading unit employees on an equitable basis, which will include consideration for training, employee earnings and/or skills required for the job, whenever it is practicable to do so. For employees so upgraded who are in the increments plan, they will be upgraded in the same step. If an individual spends 130 or more days in an upgraded category he/she shall be paid in accordance with the upgraded position for the entire year, including all leave taken.
- C. When there is no work in an employee's particular classification, he will be assigned to the next lowest classification where work is available without bumping.
- D. When plowing snow, sanding, or salting, the Employer will consider the assignment of at least two (2) men to each piece of equipment engaged in such work in accordance with safety requirements.
- E. No provision in this contract shall bar the use of seasonal help, provided no unit employee is on layoff.

**ARTICLE IX
MILITARY CLAUSE**

- A. Any regular employee who is called into active service, or who volunteers for service, in the Armed Forces of the United States, shall be given a leave of absence for, and will accumulate seniority during such period of service for, not to exceed four (4) years. Upon the termination of such service, he will be re-employed at the rate of pay prevailing for work to which he is assigned at the time of his re-employment, provided, however, he has not been dishonorably discharged, his job or a comparable job is available, he is physically, mentally and emotionally able to perform such work, and he makes written application for reinstatement within ninety (90) days after discharge. Such employee shall be granted all rights and privileges secured by the Universal Service Act.
- B. Any employee required to be absent from work of Annual Active Duty Training shall receive the difference between base rate for military duty and their regular straight-time rate for such Annual Active Duty Training. Proof of required service and of pay received may be requested by the Director.

**ARTICLE X
DISCIPLINE AND DISCHARGE**

- A. It is agreed that nothing herein shall in any way prohibit the Employer from discharging or otherwise disciplining any employee, regardless of his seniority, for just cause. Grounds for summary discharge shall include, but not be limited to, proven drunkenness on the job, proven dishonesty, illegal use of drugs, gross insubordination and willful damages to public property.

- B. In the event that a discharged employee feels that he has been unjustly dealt with, said employee or the Union with permission of the employee, shall have the right to file a complaint, which must be in writing, with the Employer within three (3) work days from the time of discharge. Said complaint will be treated as a grievance, subject to the grievance and arbitration proceeding herein provided. The grievance shall be initiated at the second step. If no complaint is filed within the time specified, then said discharge shall be deemed to be absolute.

**ARTICLE XI
GRIEVANCE AND ARBITRATION PROCEDURE**

- A. In the event that any difference or dispute should arise between the Employer and the Union, or its represented personnel employed by the Employer, over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences immediately and in the following manner, provided the grievance is filed in writing within (10) working days of its occurrence:
 - 1. Between the aggrieved employee, with the Steward and the immediate supervisor. The supervisor shall answer the grievance in writing. If no satisfactory agreement in writing is reached within five (5) days thereafter, a hearing should take place.

 - 2. The hearing will be within 30 working days at the Employer's premises between an official of the Union in conference with the Employer's designees. The Steward and aggrieved employee shall also be present. Should no acceptable agreement be reached within an additional five working days, the matter may be referred to arbitration by the Employer or the Union only.

- B. Either party may, within the stipulated five (5) days after the Step 2 meeting, request the New Jersey Mediation Service to submit a list of arbitrators from which the parties may select an arbitrator. The arbitrator shall be limited to the issues presented and have no power to add to, subtract from, or modify any of the terms of this Agreement, or to establish or change any wage rate. The decision shall be final and binding. Any fees or administrative charges for the arbitrator shall be borne equally by both parties. Witness fee and other expenses shall be borne by the parties respectively.

- C. Unless extended by mutual agreement in writing, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last Employer answer. Failure to meet the time limits by the Employer shall be deemed a waiver of the particular step of the Grievance Procedure and the Union may automatically appeal the grievance to the next step including arbitration.
- D. The arbitrator shall not have the power in any way to add to, subtract from, or modify any of the terms of this Agreement.
- E. The Local Union or its authorized representatives shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or relevant records pertaining to a specific grievance.
- E. During each step of the procedure, the grievant shall be required to submit his or her grievance and/or appeal in writing.
- G. 1. The decision of the Arbitrator shall be in writing and shall include the reasons for such decision.
2. The decision of the Arbitrator shall be binding upon the Employer and the Union employee.
3. The parties direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
4. Only one issue at a time may be submitted to arbitration.
5. The costs for the services of the Arbitrator shall be borne equally by Local 866 and the Employer. Any other expenses including, but not limited to the presentation of witnesses, shall be paid by the parties incurring same.
6. The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, detract from, or modify in any way the provisions of this Agreement or any amendment or supplement thereof.

**ARTICLE XII
MANAGEMENT RESPONSIBILITY**

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

1. The executive management and administrative control of the Employer and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Employer, provided such are consistent with the terms and provisions of this Agreement which shall take precedence over any other personnel policy or manual or policy methods as may be adopted by the Employer subsequent to this Agreement.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, as well as duties to decide the number of employees needed for any particular time and to be in sole charge of the quality of the work required, provided such are consistent with the terms of this Agreement which shall take precedence over any other rule or policy of procedure and conduct as may be adopted by the Employer subsequent to this Agreement.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Employer after advance notice thereof to the employee to require compliance by the employees is recognized, provided such are consistent with the terms of this Agreement which shall take precedence over any other rule or policy of procedure and conduct as may be adopted by the Employer subsequent to this Agreement.

4. To hire all employees, whether permanent, temporary or seasonal; to promote, transfer, assign, layoff or rein employees.

5. To set rates of pay for temporary or seasonal employees.

6. To suspend, discharge, demote or take any other appropriate disciplinary actions against any employee for just cause according to law.

7. Nothing contained herein shall prohibit the Employer from subcontracting or contracting out any work, provided such subcontracting is not made in bad faith. In the event the Employer decides to subcontract any or all of the work normally performed by the bargaining unit members and this subcontracting will result in the layoff of any existing member, the Employer will meet and confer with the Union and will make reasonable efforts to provide alternatives to subcontracting. The Employer shall make an attempt to have the contractor employ those employees in the affected area.

8. The Employer reserves the right to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Department involved, provided such are consistent with the terms and provisions of this Agreement which shall take precedence over such conditions as may be adopted by the Employer subsequent to this Agreement.
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms hereof in conformance with the Constitution and Laws of New Jersey and of the United States, and provided, however, this Agreement shall supersede and take precedence over any policy, rule, regulation or practice adopted or employed by the Township where such policy, rule, regulation or practice conflicts with or is otherwise inconsistent with the terms and provisions of this Agreement.
- C. Nothing contained herein shall be construed to deny or restrict the Employer of its, rights responsibilities an authority under N.J.S.A 40:1-1 et seq. Or any national, state, county or local laws or regulations.
- D. The parties recognize that the exercise of managerial rights is a responsibility of the Employer on behalf of the taxpayers and that the Employer cannot bargain away or eliminate any of its managerial rights.
- E. The Employer agrees to continue to follow those personnel policies not articulated in this Agreement unless they are changed by ordinance, and provided, however, this Agreement shall supersede and take precedence over any policy, rule, regulation or practice adopted or employed by the Township where such policy, rule, regulation or practice conflicts with or is otherwise inconsistent with the terms and provisions of this Agreement.

**ARTICLE XIII
FUNERAL LEAVE**

- A. A regular full-time employee who is excused from work because of death in his immediate family, as defined below, shall be paid his regular rate of pay for the scheduled working hours missed following the death, but all funeral leave benefits will terminate at the end of the day of the funeral. Not more than eight (8) hours per day for any period will be paid under the provisions of this section. Time off with pay as provided in this section is intended to be used for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of the immediate family.

Immediate family is defined to mean parents, children, spouse, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law and brother-in-law only. Funeral leave is limited to seventy-two hours (three days). This provision also applies to any relative living with the employee.

- B. Special circumstances shall be referred to the Township Administrator who shall have the authority to grant additional time off with pay. The determination shall be promptly made and communicated to the employee. Any time off so granted will be deduced from other accumulate leave such as, vacation, personal, sick, at the employee discretion.

**ARTICLE XIV
JURY DUTY**

- A. A regular full-time employee only, who loses time from his job because of jury duty as certified by the Clerk of the Court, shall be paid by the Employer the difference between his daily job rate up to a maximum of fifteen (15) work days over two (2) calendar years, subject to the following conditions:
1. When jury service is completed prior to 1:00 p.m., the employee is required to telephone the Employer's office and report to work if requested.
 2. The employee must notify his supervisor immediately upon receipt of a summons for jury service.
 3. This section does not apply where an employee voluntarily seeks jury service.
 4. At the Employer's request, adequate proof must be presented of time served on a jury and the amount received for such service.

**ARTICLE XV
SEVERABILITY**

In the event that any provision of this agreement between the parties shall be held by operation of law or by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provision of such agreement shall not be affected thereby but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other negotiate concerning the modification or revision of such clause or clauses.

**ARTICLE XVI
JOB CLASSIFICATION**

- A. The Employer will prepare and make available to the Union job classification sheets defining the principal functions of each job classification covered by this Agreement and any new classification coming under this Agreement. This will include specific differences between the job titles of automotive mechanic and master automotive mechanic, crew chief, assistant foreman, and working foreman.
- B. At least thirty (30) days before putting a new classification into effect, the Employer shall give the Union a job classification sheet for discussion and for the purpose of negotiating a rate. The Employer agrees that in establishing a new classification, the existing classifications at that time will not in any way be eroded. The Union may recommend changes in the classification sheet.

**ARTICLE XVII
PROTECTION OF RIGHTS**

Except in extreme emergency, it shall not be violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter to go through or work behind any lawful primary picket lines, including the primary picket lines of Unions party to this Agreement, and including the primary picket lines at the Employer's places of business.

**ARTICLE XVIII
SUPERVISORS**

- A. In order to assure an orderly understanding of authority of supervisors for job assignments and instructions, the Employer shall designate by name those persons with such authority in each division and post notices of such designation in the department on the bulletin board.
- B. Supervisors shall not perform unit work except for the following reasons:
 - 1. Unit manpower capable of performing the work is not available.
 - 2. To help out in emergencies.
 - 3. To assure expedition and completion of assignment in the time allowed.
 - 4. To provide instruction.
 - 5. For purposes of experimenting.
 - 6. To conduct research and development for improvement of methods and procedures.
- C. This provision is not intended to be used to deprive employees' earnings.

**ARTICLE XIX
NOTIFICATION**

- A. The Employer will notify the Union in writing of all promotions, demotions, transfers, suspensions and discharges.
- B. The Employer will notify the Union in writing prior to a layoff.
- C. The Employer will provide the Union with an updated list of covered employees showing name, addresses, classifications and social security numbers.
- D. The Employer will notify the Union of additions and deletions to the payroll of employees covered by this Agreement as they occur.
- E. The employee will notify the Employer in the event that the employee loses his driver's license.
- F. The employee will notify the Employer in the event that the employee changes his home address.
- G. The employee will notify the Employer should there be a change in the means by which the Employer communicates with the employee in emergencies.

**ARTICLE XX
SEPARATION OF EMPLOYMENT**

- A. Upon resignation or discharge, the Employer shall pay final compensation including pro-rata vacation pay on the pay day in the week or two weeks following such quitting, provided one week's notice of such quitting is given by the employee in the case of resignation unless the Employer waives this requirement, and provided further that separated employee shall return all clothing and equipment furnished by the Employer.

**ARTICLE XXI
PROBATIONARY PERIOD**

- A. All newly hired employees shall serve a probationary period of up to ninety (90) calendar days. The Employer may, prior to the completion of the ninety (90) days period and upon written notice to the Union and the probationary employee, extend the probationary period by an additional thirty (30) calendar days. During this probationary period, the Employer reserves the right to terminate a probationary employee for any reason. Such terminated employee shall not have recourse through the grievance and arbitration provision of this Agreement.
- B. During the probationary period, the employee shall be entitled to all benefits provided in the Agreement except as modified in the above paragraph of this Article.
- C. Seniority shall be computed from the date of last hire.

**ARTICLE XXII
SAFETY**

- A. The Employer shall not require, direct or assign any employee to work under unsafe or hazardous conditions. The employee upon discovering an unsafe or hazardous condition will immediately tell his supervisor. The supervisor will either determine and advise how the work can be performed safely or will stop the work.
- B. The Employer will provide proper safety equipment to employees. Vehicles shall be equipped with flashers which shall be conspicuously mounted and other safety equipment to meet D.O.T. requirements.
- C. All employees shall observe rules in the performance of their assignments. In addition, employees shall extend safety consideration to resident and vehicular traffic in accordance with the instructions of the supervisors.
- D. OSHA requirements shall be adhered to.
- E. Employees who violate safety rules may be subject to disciplinary action.

**ARTICLE XXIII
LAYOFF AND RECALL**

- A. The Employer may reduce the working force only due to lack of work. In such event, the following procedure shall apply:
1. Employees shall be laid off in order of least total employment seniority, within the division. In the case of equal seniority, employment history and work qualifications will be the determining factor.
 2. Notice of such layoff will be given at least thirty (30) calendar days, except in emergency, before the scheduled layoff.
 3. A laid off employee shall have preference for re-employment for a period of two (2) years.
 4. The Employer shall rehire laid off employees in the order of greatest employment seniority within the division. Under no circumstances, whatsoever, shall the Employer hire from the open labor market while any employee has an unexpired term or is on layoff who is a qualified, available and willing to perform the job.
 5. Notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee. In order to take advantage of his preferential status, an employee must affirmatively answer this notice of re-employment within ten (10) calendar days.
 6. An employee returning from layoff may, at the Employer's discretion, may be required to take a physical examination from a Township physician for which examination the Township shall pay.

**ARTICLE XXIV
BAN ON STRIKES**

- A. It is recognized that the need for continued and uninterrupted operation of the Employer'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, parties there agree that there will not be, and that the Union its officers, members agents, or principals will not engage in, encourage, sanction, or suggest, strikes, slowdowns, or other similar action which would involve suspension of or interference with normal work performance.
- C. The Employer shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting, or participating in a strike, slowdown, or other such interference.
- D. The Employer agrees that it will not lockout employees.

**ARTICLE XXV
HOURS OF WORK**

- A. The normal scheduled hours of work shall be as follows, inclusive of a one-half hour unpaid lunch period:
 - 7:00 a.m. through 3:30 p.m., Monday through Friday, inclusive.
- B. However, there may be needs of the Employer which would require an earlier or later starting time or modified days of work excluding weekends. Such schedule may be instituted by the Employer to meet the need, providing the starting time is not earlier than 5:00 a.m. nor later than 10:00 a.m., and further provided that one (1) week's notification is given to the Union. Changes in work schedules will not be made to circumvent the assignment of overtime to employees.
- C. The Employer agrees to provide meals under the following conditions:
 - 1. Whenever an employee is required to report to work at least two (2) hours prior to his regularly scheduled shift without notice, he shall be provided with a breakfast and a lunch. However, if such reporting is with prior notice, then only a breakfast will be provided.
 - 2. The Employer further agrees to provide a paid one-half lunch period whenever an employee is required to work in excess of ten (10) consecutive hours and each subsequent continuous four (4) hours.
 - 3. Employees engaged in snow removal or sanding shall be given a one (1) hour rest each four (4) hours. Such rest period shall include the one-half hour lunch period. Such rest periods shall be staggered.

4. Each employee shall be allowed a fifteen (15) minute break during the morning work period. A ten (10) minute period shall be allowed to wash-up immediately prior to quitting time.

5. The Employer agrees not to require or in any way solicit any employee to take time off to compensate for overtime work. There shall be no pyramiding of overtime.

D. Section eliminated

ARTICLE XXVI PAY DAY

A. Employees will be paid by check not less than twice per month. Pay Day shall be every other Thursday.

B. Employees will be paid during working hours.

C. When pay day falls on a holiday, then the preceding day will be pay day.

D. Section eliminated.

ARTICLE XXVII SICK LEAVE AND DISABILITY AND PERSONAL TIME

A. Employees who sustain job-related sickness, injury, or disability shall be entitled to remain absent from duty and to receive full regular pay for the period of necessary recuperation or six months, whichever is less. Any payments so made shall be reduced by Workmen's Compensation benefits received by the employee. If still disabled at the end of the six month period, a decision of employee status must be made at that time based on a doctor's determination of the employee's condition.

B. Job-related is defined for purposes of contract in accordance with the definition of this phrase employed by prevailing Worker's Compensation status.

C. For all employees employed prior January 1, 1978 or who were given prior service credit if hired prior to January 1, 1987, the following base of sick leave is available plus the number of days subsequently accumulated from January 1, 1978 to December 31, 1986 (15 days annually less any days taken). Days taken are henceforth restored only by subsequent accumulation.

Local 866 Contract -- January 1, 1996 - December 31, 1998

<u>Name</u>	<u>Base days</u>	<u>1978-1986 sick days Earned-eligible to be Paid as as Incentive on Retirement</u>	<u>Accumulated days as of 12/31/86</u>
J. Bird	50	48	118
S. Ujobagy	20	43	59
S. Ientile	35	6	19.5
G. Bird	20	26	76.5
J. Hallgring	20	31	99
N. O'Keefe	20	28	86

All employees described in paragraph C will be permitted to accumulate sick time into each subsequent year by an amount equal to twelve (12) days minus the number of sick days taken in a given year.

The maximum amount of sick time which an employee may accumulate is unlimited.

- D. The following provisions of sick leave are applicable to employees employed after January 1, 1978; up to December 31, 1986.

For all those employees after December 31, 1986 the following will apply:
During the first year of employment, the employee shall earn on (1) day of sick leave for each month of employment. Any sick leave which is not used by the employee may be carried into the following year.

For all employees subject to this Agreement in each subsequent year, an employee has twelve (12) days additional sick leave available. Any sick leave not used may be added to the sick leave available for the following year.

The maximum amount of sick leave that can be accumulated is unlimited.

- E. If the amount of sick leave credit provided for under paragraphs C and D has been or is about to be exhausted, an employee may make application to the Township Committee for an additional allowance. The Committee shall make a determination on the application after reviewing all circumstances, including the employee's attendance record prior to the illness which necessitated the request.
- F. Employees who are absent from duty for sick leave and show a pattern of absence because of sickness, injury or disability shall, upon request of the Director, visit a physician arranged for and paid by the Township, who will examine and provide the Township a description of the ailment and its prognosis. The Director may opt to accept a certification from the employee own doctor in lieu of the Township's physician.

- G. Upon return to work after an absence of more five (5) days the employee must furnish the Director with a physician's statement certifying his fitness to resume his normal work predicated upon a knowledge of the nature of the employee's work.
- H. Failure to return to work after physician certifies that the employee is fit to resume his normal duties constitutes cause for disciplinary action.
- I. The Union agrees to cooperate with the employer in reducing absenteeism to as low a rate as possible.
- J. Each quarter each year, the Township Administrator shall provide the Union with a table indicating sick leave available to each member of the Union for the prior year, sick leave used during the prior year, and sick leave available for the current year.
- K. Each employee will have available annually 3 days of personal time. These will be granted to the discretion of the Director for the conduct of essential personal business such as, but not limited to, the following:
 - 1. Attending to family member during illness or other personal crisis, or requirement for health, welfare or education of spouse or children.
 - 2. Closing on a house purchase, auto purchase, adoption, or other such legal business difficult to schedule on days off, or for major auto repair or servicing home.
 - 3. Attending to religious or civic voluntary charitable matters or duties, such as civic service clubs, fire or rescue squad conference, or religious order service.
 - 4. Attending funerals, graduation, marriages, or such of close friends or family members not provided for in the funeral leave article or other such leave policy.

Personal time will not accumulate from year to year. Any unused personal time may be added to the sick leave accumulation at the end of the year.

It is not the intent of personal time to either extend vacation, or be taken for personal rest and relaxation purposes. The circumstances requiring the personal time must be communicated to and approved by the Director with these provisions.

L. Incentive Payment on Retirement: Upon retirement, the Township will make a Cash Payment of fifty (50%) percent of all sick leave earned from this date forward, less amount taken.

Example: Employee has 5 (five) additional years to work before retirement in 1991. Employee has the good fortune of having one five day illness during that time. Earns 60 days of sick leave.

Calculation:

Days accumulate	60 * .5
Eligible for payment	30 days
Sick leave taken	<u>- 5 days</u>
Payout on retirement at the	
Daily rate at time of Retirement:	25 days

M. Incentive bonus: Employees who qualify for incentive leave on retirement, as provided in Section (L) will be paid upon retirement; for any sick days accumulated over eight days in any year of accumulation for service between 1978 and 1986; plus one day of three of the base leave days unused at time of retirement, plus any personal days that have been added to sick leave accumulation.

Example: Above employee has the following record: 50 days base in 1978 and used only two personal days, and had accumulated the following:

<u>Year</u>	<u>Accumulated</u>	<u>Credit</u>
1978	0 days	0
1979	14 days	6
1980	15 days	7
1981	8 days	0
1982	13 days	5
1983	11 days	3
1984	15 days	7
1985	14 days	6
1986	10 days	2

On retirement, the employee would be eligible for a sick leave bonus of:

- 13 personal days
- 16.67 days of base
- 36 days of accumulation 1978-1986
- 25 days of incentive payment
- 90.67 days paid on retirement

N. In the event of death of an employee, all incentive payments to which the employee was entitled will be paid to the beneficiary named under PERS. In addition, the Township will make a \$5,000 cash payment to the named beneficiary.

**ARTICLE XVIII
WORKING AT DIFFERENT RATE**

- A. An employee assigned to a classification with a higher rate of pay shall be paid the higher rate of pay in accordance with the following schedule:
1. An employee working at a higher rate less than four (4) hours will receive four hours' pay. If he works more than four (4) hours, he shall receive eight (8) hours' pay at higher rate. Employees in the incremental steps will be paid the higher rate in the same step.
 2. The same rules for higher payment of a higher rate shall apply to overtime hours, except that the hours paid for at the higher rate shall exceed the total overtime hours worked.

**ARTICLE XXIX
REPORT TIME**

- A. The Employer will make every effort to provide eight (8) hours work daily.
- B. Whenever an employee reports for work for his regularly, scheduled shift, he shall receive a minimum of (4) four hours work or pay at his regular rate, provided the employee accepts any job within his competence to which he may be assigned. Work performed during call-in shall be directly related to the call-in assignment.
- C. Whenever an employee is called in to work on a Saturday, Sunday, holiday, or is required to return to or after he has left from his regularly scheduled day's work, he shall receive a minimum of four (4) hours work or pay at the premium rate of pay which is applicable, provided that the employee accepts any job within his competence.
- D. Failure of an employee to report for work on account of an unauthorized work stoppage or strike shall be considered a cause over which the Employer has no control and thereby the above guarantees will not be implemented.

**ARTICLE XXX
PERSONAL DAYS**

- A. Should anyone request a personal day off, the matter shall be handle as provided in Article XXVII Section K.

**ARTICLE XXXI
HOLIDAYS**

- A. An employee not required to work shall nevertheless receive wages based upon eight (8) hours straight time hourly rate of pay for each of the following holidays:

New Year's Day	Columbus Day
Presidents' Day	Election Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	one (1) floating holiday

Provided, the employee works the full scheduled workday before and the full scheduled workday after the holiday, except in the case of illness, injury, or any other authorized absence.

- B. If any of the above holidays falls on a Saturday, then the previous Friday shall be considered as the holiday.
- C. If any of the above holidays falls on Sunday, then the following Monday shall be considered as the holiday.
- D. Unworked holiday time shall be counted for purposes of computing overtime.
- E. Employees required to work on any of the holidays listed above in Section A shall be compensated at two (2) times the straight time hourly rate for all hours worked, in addition to eight (8) hours for the holiday.
- F. If, during the course of this contract, Martin Luther King's Birthday is granted by the Township Committee to other employees as a holiday, then the Union employees will also receive such holiday.

**ARTICLE XXXII
VACATIONS**

- A. Effective January 1, 1994 the employees covered by this Agreement shall be entitled to vacation with pay according to the following scheduled:

<u>Length of Service</u>	<u>Vacation Days</u>
1 but less than 3 years	10 days
3 but less than 5 years	13 days
5 but less than 10 years	15 days
10 but less than 15 years	18 days
15 but less than 20 years	20 days
20 years or more	1 day per year worked to a maximum of 25 days

- B. Vacation entitlement shall be based on employment from the last date of hire.
- C. Vacation entitlement will be used in the year it is earned. Should the vacation be taken the following year for the convenience of the Employer, it shall be paid for at the rate then prevailing. Other than for the exception noted herein, vacation shall be paid on the basis of the salary which is in effect at the time vacation should have been taken.
- D. Vacation shall normally be the calendar year from the first day of January to the 31st day of December.
- E. Vacation shall normally begin following the regular "day off" of the employee.
- F. Vacation shall be scheduled by Director, giving preference to employee choice according to seniority and needs of the department.

The Director shall place a list of vacation dates on the employee bulletin board by April 1st of each year. The employee have until May 1st of that year to select their vacation dates from that list. If by May 1st, an employee has not selected his vacation dates, the Director may assign vacation dates to that employee.

- G. Vacations may be split provided there is a mutual consent between the employee and the Director.
- H. Employees on vacation shall not be required to return to work, except in extreme civic emergencies and at which time reasonable adjustment will be made for expenses incurred by the employee.
- I. Any employee who is entitled to vacation leave at the time of retirement, shall receive the earned vacation which has not been taken immediately prior to the date of retirement.
- J. An additional vacation day will be granted whenever a holiday named in this Agreement falls during an employee's vacation period.

- K. Vacation pay will be paid on the day prior to the start of the vacation period upon request of the individual employee.

**ARTICLE XXXIII
PREMIUM PAY**

- A. The Employer agrees to pay overtime at the rate of one and one-half (1 ½) times the regular rate for all hours worked in excess of eight (8) hours per day and forty (40) hours per week.
- B. Two (2) times the straight time hourly rate of pay shall be paid for all hours worked on a Sunday.
- C. Authorized and paid for absences shall be counted as hours worked in computing overtime pay.
- D. Opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earnings within each class of work; provided the employee is qualified available and willing to perform the overtime assignment.

**ARTICLE XXXIV
SENIORITY**

- A. Seniority is defined to mean the accumulated length of continuous service with the municipality, computed from the last day of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury certified by a physician not in excess of one (1) year. Seniority shall be lost if any of the following occur:
 - 1. Discharge with just cause.
 - 2. Resignation.
 - 3. Absence for three (3) consecutive working days without leave or notice, except where such notice was not given because of circumstance beyond the control of the individual.
 - 4. Engaging in any other gainful employment during a period of leave.
 - 5. Absence for illness or injury for more than one (1) continuous year.
 - 6. Layoff for longer than two (2) consecutive years.
- B. Failure to return promptly upon expiration of authorized leave without reasonable notice satisfactory to the Township Committee shall subject the employee to disciplinary action up to and including discharge.
- C. Seniority will be determined in accordance with Section C, Article VII, Job Bidding.

**ARTICLE XXXV
COMPENSATION CLAIMS**

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

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

**ARTICLE XXXVI
GROUP INSURANCE AND PENSION**

Each employee shall be enrolled for all benefit entitlements provided within the Public Employee Retirement System.

ARTICLE XXXVII
INSURANCE – HEALTH CARE

- A. The Employer agrees to continue to provide each employee with dependent coverage, equivalent benefits as provided in the Blue Choice plan, and also afford the employee an HMO option.
- B. The Employer agrees to pay the full cost for the above described program, or the equivalent cost of the standard plan if the employee chooses the HMO option. If opting for an HMO program, the employee will pay the differential in premium if higher than the standard plan, the employee will receive a credit bank against any premium, the obligation under the program from January 1, 1990 on.
- C. The employee may not elect to receive the cash value in lieu of the program, except under the Township opt out program as provided in the "Personnel Policies" 9.9 Health Program **Paragraph B** of the General Ordinances of the Township of Bernards.

"b. If an employee does not wish to be covered by the medical insurance programs and furnishes proof of substitute coverage through spouse's employment or other equivalent plan, the employee shall be permitted to opt out of participation in the Township medical insurance program. In exchange for such non- participation, the employee shall be entitled to receive, in December of each year, the sum of one thousand (\$1,000.00) dollars prorated for the number of months during the preceding year that the employee did not participate in the insurance plan. The employee may opt out of the insurance plan at any time, but may not rejoin until the next annual open enrollment period. Should the employee's substitute coverage lapse between the time he opts out of the Township insurance plan and the next enrollment due to a change in family status (such as divorce, death, or loss of spouse's employment), the Township will allow the employee to enroll back into the plan."

- D. The Employer agrees to continue to provide each employee with coverage in a dental insurance plan. Should the employee wish his family to be covered by the same dental plan, it will be the responsibility of the employee to commit to and pay the difference in premium between individual and family coverage for the term of this contract.
- E. The Employer agrees to repair employees prescription eyeglasses damaged on the job provided a report is made immediately to the supervisor of such damage and damage did not occur due to employees negligence.
- F. The Employer will provide for each employee - on a voucher reimbursement basis - expenses incurred for eye exam, prescription, lenses and frame up to \$200.00 every 24 months.
- G. The Township will continue to provide a long term disability program, which was extended to the employees at the same time it was extended to other Township employees.

**ARTICLE XXXVIII
SANITARY CONDITIONS**

- A. The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water and with toilet facilities. Toilet facilities shall also be provided at the landfill and recycling area.
- B. Employee will cooperate to maintain proper sanitary standards.

**ARTICLE XXXIX
UNIFORMS**

- A. The Employer shall provide and maintain at no cost to the employee the following uniforms:
 - 6 shirts
 - 6 pants

The two items above are to be replaced on an annual basis.

- 2 lightweight jackets
- 1 heavyweight winter jacket with hood
- 3 coveralls - to compensate for the loss of winter uniforms.

The three items above are to be replaced on a fair wear and tear basis.

- B. The Employer shall supply each employee with two (2) pair of safety shoes each year. The total cost of such shoes shall not exceed the cost of Knapp shoes K-97 or equivalent.
- C. The Employer shall replace uniforms, protective clothing and other issued equipment on a fair wear and tear basis.
- D. Uniforms are to be worn when employee are on duty and for no other purpose.
- E. By April 1 of each year, the Employer shall provide for summer wear, six T-shirt that may be worn as part of the summer uniform. The employee will clean and maintain the T-shirts in good repair with no tears, shreds or alterations from their normal design.

**ARTICLE XL
SUBCONTRACTING**

The Township may subcontract provided such subcontracting is not made in bad faith.

**ARTICLE XLI
WAGES**

- A. The Union agrees to accept a pay for performance merit system whereby percent increase is based on performance standards. The Shop Steward will be given the opportunity to review appraisals prior to the supervisor's performance appraisal conference with the employee. A maximum of 3% can be applied toward the employee's base salary, while any remainder is paid in a lump sum. As long as the salary change notice with all necessary approvals is submitted to payroll one week before payday, employees shall receive the lump sum payment before the end of December.
- B. Longevity shall be paid to employees in accordance with the following schedule in the year within such employee's anniversary date falls. Longevity shall be paid in the first pay period in December of each year.

Annual Entitlement

<u>Years of Service</u>	<u>Annual Payment</u>
5	\$400
6	500
7	600
8	700
9	800
10	900
11	1,000
12	1,100
13	1,200
14	1,300
15	1,400
16	1,500
17	1,600
18	1,700
19	1,800
20	1,900
21	2,000
22	2,100
23	2,200
24	2,300
25 or more	2,400

D. The following represents starting the starting salary for new hires.

<u>Classification</u>	<u>start</u>
Working foreman	15.20
Master mechanic	14.69
Assist. Foreman	14.69
Crew chief	14.05
Bldg. Maint. Mech	13.81
Mechanic	13.81
Equipment operator	13.81
Truck driver	13.48
Groundskeeper	13.48
Laborer	13.22

ARTICLE XLII TERMINATION

This Agreement shall be in full force and effect from January 1, 1996 through December 31, 1998 and shall continue from year to year thereafter unless in written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date to expiration.

ARTICLE XLIV FULLY-BARGAINED AGREEMENT

A. The Employer and the Union agree that this Agreement is the complete agreement between them and that no other understandings or agreements and no past practices shall be binding on the Employer or the Union during the term of this Agreement unless agreed to in writing between the Employer and the Union subsequent to the date of execution of the Agreement.

- B. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

- C. It is the intent of the parties that the provisions of this Agreement, except where noted in this Agreement, will supersede all prior agreements and understandings, oral or 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. The Union, for the life of this Agreement, hereby waives any rights to request to negotiate or bargain with respect to any matters contained in this Agreement.

- D. This Agreement is separate and distinct from, and independent of all other agreements entered into between the Union and other employer organizations, irrespective of any similarity between this Agreement and any such other agreements. No act or thing done by the parties to such other agreements, or notices given under the provisions thereof, shall change or modify this Agreement, or in any manner affect the contractual relationship of the parties hereto.

- E. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing only executed by both parties.

In Witness Whereof, the parties hereto have set their hands and seals this 28th day of June, 1996.

LOCAL UNION NO. 866, affiliated with the
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMAN
AND HELPERS OF AMERICA

By: [Signature]
By: [Signature]
By: [Signature]
[Signature]

TOWNSHIP OF BERNARDS
SOMERSET COUNTY, NEW JERSEY

By: [Signature]
By: [Signature]
By: _____