

18-02

AGREEMENT

Between:

TOWNSHIP OF BERNARDS

SOMERSET COUNTY, NEW JERSEY

and

LOCAL UNION NO. 866 AFFILIATED WITH THE

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,

CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

January 1, 1976 through December 31, 1977

3-0200

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AGREEMENT

AGREEMENT, entered into this day of , 1976,
between LOCAL UNION NO. 866, Affiliated with the INTERNATIONAL BROTHER-
HOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA,
hereinafter referred to as the "Union", and BERNARDS TOWNSHIP, herein-
after referred to as the "Employer".

The effective date of this Agreement is January 1, 1976.

The Employer and the Union agree as follows:

ARTICLE I

RECOGNITION

The Employer recognizes Local Union No. 866, I.B.T. as the sole
and exclusive bargaining agent for all laborers, mason-laborers, truck
drivers, equipment operators, mechanics and assistant foremen 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, building and
grounds department employees, engineering unit employees, police, and
all other Township employees and managerial executives and supervisors
within the meaning of the Act.

ARTICLE II

DUES CHECK-OFF

- A. 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 transmit the same 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 above set forth.
- 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.

ARTICLE III

ACCESS

A duly authorized representative of the Union, designated in writing, after reporting to the Township Engineer 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 Township 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 Road 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 Engineer.

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 Stewards and alternates.
- 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 Township'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 alternate has 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

Article VI continued:

to 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 apply for the vacancy in writing during that posting period. The Township may fill the job pending the successful bid. The management shall offer the vacancy to the most senior qualified bidder who is capable of performing the job. The issue of qualification may be subject to Grievance Arbitration. If no employee has bid, or the management determines that no bidder has the appropriate qualifications, the vacancy may be filled by outside hiring. The job vacated by a successful bidder, must also be posted and shall 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. During the trial 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 the 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.

ARTICLE VIII

WORK ASSIGNMENTS

- A. The employer agrees not to direct or require persons other than the employees in the bargaining unit here involved, to perform work which is recognized as the work of the employees in the unit. The employer agrees not to direct or require employees to perform any work other than the work prescribed of the individual employees classification except in case of emergency or no qualified unit employee is available unless otherwise specifically provided for in this Agreement.
- B. The Township agrees to fill temporary vacancies in higher classifications by upgrading unit employees on an equitable basis, whenever it is practicable to do so.
- C. When there is no work in an employees 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 not to exceed four (4) years. Upon the termination of such service he will be reemployed at the rate of pay prevailing for work to which he is assigned at the time of his reemployment, 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 employees shall be granted all rights and privileges secured by the Universal Service Act.

B. Any employee required to be absent from work because 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 Township 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 Township within three (3) workdays from the time of discharge. Said complaint will be treated as a grievance, subject to the grievance and arbitration proceedings 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 Township and the Union, or its represented personnel employed by the Township, 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 ten (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. Between an official of the Union, in conference with the Township designee. The Steward and aggrieved employee shall also be present. Should no acceptable agreement be reached within an additional five (5) working days,

3. The matter may be referred to arbitration by the Township or the Union only.

B. Either party may within the stipulated five (5) days after the Step 2 meeting request the Federal Mediation and Conciliation 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 shall have no power to add to, subtract from, or modify any of the terms

Article XI continued:

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 Township answer. Failure to meet the time limits by the Township 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 the terms of the Agreement.

E. The Local Union or its authorized representative 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.

ARTICLE XII

MANAGEMENT RESPONSIBILITY

A. Except as they may be in any wise limited, modified or otherwise provided for in this Agreement, it is recognized that the management of the Township Government, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Township. Accordingly, the Township retains the rights, including but not limited, to select and direct the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work, or for other legitimate reasons, decide the number and location of its facilities, stations, etc., determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules or work, together with the selection, procurement, designing, engineering and the control of equipment and materials, purchase services of others, or make and enforce reasonable rules.

B. This provision shall not be construed to deny the Union its bargaining and representative rights in any of these matters.

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, and mothers and fathers-in-law only. This provision also applies to any other relative who resides with the employee.

B. Special circumstances shall be referred to the Township Engineer who shall have the authority to grant additional time off with pay. The determination shall be promptly made and communicated to the employee.

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 Township 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 Township office and report to work if requested.
2. The employee must notify his supervisor immediately upon receipt of a summons for jury service.
3. This section does not apply where an employee voluntarily seeks jury service.
4. At the Township's request, adequate proof must be presented of time served on a jury and the amount received for such service.

ARTICLE 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 provisions 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 to negotiate concerning the modification or revision of such clause or clauses.

ARTICLE XVI

JOB CLASSIFICATION SHEETS

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.

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 anew 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 a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute or refuses to go through or work behind any lawful primary picket lines, including the primary picket line of Unions party to this Agreement, and including 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 Township shall designate by name those persons with such authority in each department and post notices of such designation in each department.

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 earning.

ARTICLE XIX

NOTIFICATION

- A. The Township will notify the Union in writing of all promotions, demotions, transfers, suspensions and discharges.
- B. The Township will notify the Union in writing prior to a layoff.
- C. The Township will provide the Union with an updated list of covered employees showing names, addresses, classification and social security numbers.
- D. The Township 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 New Jersey 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 discharge the employer shall pay all money including pro-rata vacation pay due to the employee.

B. Upon quitting, the employer shall pay all money due to the employee including pro-rata vacation pay on the pay day in the week following such quitting, provided one week's notice of such quitting is given by the employee unless the Township waives this requirement, and provided further that separated employee shall return all clothing and equipment furnished by the Township.

ARTICLE XXI

PROBATIONARY PERIOD

A. All newly hired employees shall serve a probationary period of up to ninety (90) calendar days. The Township 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 provisions 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 residents and vehicular traffic in accordance with the instructions of the supervisors.
- D. O.S.H.A. requirements as to safety equipment, apparel, and procedures shall be adhered to.
- E. Employees who violate safety rules may be subject to disciplinary action.

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- C. All employees shall observe rules in the performance of their assignments. In addition, employees shall extend safety consideration to residents and vehicular traffic in accordance with the instructions of the supervisors.
- D. O.S.H.A. requirements shall be adhered to.
- E. Employees who violate safety rules may be subject to disciplinary action.

ARTICLE XXIII

LAYOFFS 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 the order of least total employment seniority, regardless of classification.
2. Notice of such layoffs 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. 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 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 shall 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 Township's departments and agencies is a 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 hereto agree that there will not be and that the Association, its officers, members, agents, or principles 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 Township 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 Township 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 (1/2) hour unpaid lunch period:

1. May 1 through October 31 - 7:00 a. m. through 3:30 p. m Monday through Friday inclusive.
2. November 1 through April 30 - 7:30 a. m. through 4:00 p. m., Monday through Friday inclusive.

B. However, there may be needs of the Township which would require an earlier or later starting time. Such schedule may be instituted by the Township to meet the need, providing the starting time is not earlier than 7:00 a. m. nor later than 8:00 a. m., and further provided that one (1) week's prior notification is given to the union and the union shall be granted an opportunity to consult with the Township if it so requests prior to any implementation. 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 (1/2) hour lunch period whenever an employee is required to work in excess

Article XXV continued:

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 (1/2) 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 worked. There shall be no pyramiding of overtime.

ARTICLE XXVI

PAY DAY

- A. Employees will be paid all earnings by check each Thursday afternoon.
- B. Employees will be paid during working hours.
- C. When pay day falls on a holiday, then the preceding day will be pay day.

ARTICLE XXVII

SICK LEAVE AND DISABILITY

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. Any payment so made shall be reduced by workmen's compensation benefits received by the employee.

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

C. Employees who sustain sickness, injury or disability unrelated to the performance of their duties shall be entitled to remain absent from duty and receive pay as follows:

Less than 1 year	5 days
1 - 5 years	20 days
6 - 9 years	35 days
10 - 14 years	50 days
15 - 19 years	60 days
20 - 24 years	70 days
25 years and over	75 days

D. Employees who are absent from duty for more than three (3) days because of sickness, injury or disability, or who show a continuous pattern of absences, shall furnish to the Township Engineer an appropriate physician's statement, including a description of the ailment and its prognosis.

E. Upon return to work after an absence of three (3) or more days, the employee must furnish the Township Engineer with a physician's

ARTICLE XXVII
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B. Job related is defined for purposes of this contract in accordance with the definition of this phrase employed by prevailing Workmen's Compensation statutes.

C. Employees who sustain sickness, injury or disability un-related to the performance of their duties shall be entitled to remain absent from duty and receive pay as follows:

Less than 1 year	5 days
1 - 5 years	20 days
6 - 9 years	35 days
10 - 14 years	50 days
15 - 19 years	60 days
20 - 24 years	70 days
25 years and over	75 days

D. Employees who are absent from duty for more than five (5) days because of sickness, injury or disability, or who show a continuous pattern of absences, shall furnish to the Township Engineer an appropriate physician's statement, including a description of the ailment and its prognosis.

E. Upon return to work after an absence of five (5) or more days, the employee must furnish the Township Engineer with a physician's

Article XXVII continued:

statement certifying his fitness to resume his normal work predicated upon a knowledge of the nature of the employee's work.

F. Failure to return to work after a physician certifies that the employee is fit to resume his normal duties constitutes cause for disciplinary action.

G. The Union agrees to cooperate with the Township in reducing absenteeism to as low a rate as possible.

H. Effective January 1st of each year, the employee is entitled to sick pay, according to the above schedule. However, where an employee's anniversary date in any given year would increase his entitlement, such increased entitlement shall become effective on his anniversary date. Unused sick leave shall not be cumulative.

I. Should, in the course of this two-year agreement, the Township decide to change its sick leave provisions providing for an accumulative type sick leave, this agreement would be subject to change to the new provision.

ARTICLE XXVIII

WORKING AT DIFFERENT RATES

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

1. An employee working at a higher rate less than four (4) hours will receive four (4) hours' pay, if he works more than four (4) hours he shall receive eight (8) hours' pay at the higher rate.
2. The same rules for payment of a higher rate shall apply to overtime hours, except that the hours paid for at the higher rate shall not 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 four (4) 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 work 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 Township 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 left to the discretion of the Township Committee or its designee.
- B. The employer recognizes that the employees may require personal time off. Should an employee require personal time off, he shall make the request of the Township Committee, or its designee, in writing at least forty-eight (48) hours in advance of the time off requested, except in case of an emergency. The Township's answer, also in writing, shall be provided no later than the day before the personal day requested.
- C. When personal time off is granted, it shall be with pay.
- D. The employee agrees to be reasonable and equitable in its administration of this policy.

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	Election Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	One (1) floating holiday
Labor Day	

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. Employees shall be compensated for holidays which fall on Saturday with an additional eight (8) hours' at straight time pay.

C. If any of the above holidays fall on Sunday, then the following Monday shall be considered as the holiday.

D. Unworked holiday time, except holidays observed on Saturday, shall be counted for purposes of computing overtime.

E. Employees required to work on Thanksgiving Day, Christmas Day or New Year's Day, shall be compensated at two (2) times the straight time hourly rate for all hours worked.

ARTICLE XXXII

VACATIONS

A. Effective January 1, 1976 , employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

	<u>Vacation Time</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 or more years	20 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 Township, 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 the vacation should have been taken.

D. Vacation shall normally begin following the regular "day off" of the employee.

E. The vacation period shall be the calendar year from the first day of January to the 31st day of December.

F. Vacations shall be scheduled by the Township Engineer, giving preference to employee choice according to seniority and needs of

Article XXXII continued:

the Department.

G. Vacations may be split provided there is a mutual consent between the employee and the Township Engineer.

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 Township agrees to pay overtime at the rate of one and one-half (1 1/2) times the regular rate for all hours worked in excess of eight (8) hours per day and forty (40) hours per week. Time and one-half (1 1/2) shall also be paid for all hours worked on a holiday, except that work performed on Thanksgiving Day, Christmas Day and New Year's Day shall be paid for at two (2) times the straight time hourly rate.
- 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 date 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 circumstances 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.

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 Township with a medical certificate establishing his fitness and capability of doing his assigned job.
- C. The employee shall be paid his daily rate minus any workmen's compensation payments received by him during his absence from the 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, the present benefits contained in the New Jersey Public & School Employees Health Benefit Act.
- B. The employer agrees to pay the full cost for the above described program.
- C. The employees may not elect to receive the cash value in lieu of the program.

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 land fill area.
- B. Employees 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:

Six (6) shirts

Six (6) pants

Two (2) jackets

One (1) hat

There shall be provided to the garage mechanics three (3) coveralls.

B. The employer shall also provide each employee with protective clothing or equipment necessary to perform his duties including two (2) pairs of safety shoes (one for summer and one for winter).

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 only when employees are on duty and for no other purpose.

ARTICLE XL

SUBCONTRACTING

A. The employer may subcontract to supplement the work force provided:

1. There are no employees on layoff with unexpired recall right.

2. No employee will be laid off during the period the work is being subcontracted.

3. The employer agrees to the general principal that regular employees shall have preference to work opportunities provided they are qualified, willing and physically able to perform the required work.

4. This provision will not be utilized to circumvent the terms of this Agreement.

ARTICLE XLI

WAGES

A. Regular full time employees covered by this Agreement shall be entitled to the following wages:

<u>Name</u>	<u>Classification</u>	<u>1976</u>		<u>1977</u>	
		<u>Wage Rate</u>	<u>Wage Rate</u>	<u>Wage Rate</u>	<u>Wage Rate</u>
Ientile, S.	Mason	5.16		5.54	
Cook, R.	Laborer	4.96		5.34	
Appollo, K.	Truck Driver	5.16		5.54	
Bird, G.	Truck Driver	5.16		5.54	
Frank, J.	Truck Driver	5.16		5.54	
Frank, R.	Truck Driver	5.16		5.54	
Garretson, C.	Truck Driver	5.16		5.54	
Bird, J.	Equipment Operator	5.41		5.79	
Saharic, M.	Equipment Operator	5.41		5.79	
Ujobagy, S.	Mechanic	5.41		5.79	
Tasso, A.	Asst. Foreman	6.11		6.49	
Miller, R.	Asst. Foreman	6.11		6.49	

B. Longevity shall be paid to an employee 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.

<u>Years</u>	<u>Annual Entitlement</u>
5	\$180.00
10	360.00
15	540.00
20	720.00
25	900.00

Article XLI continued:

C. The hourly rates of pay for each classification covered by this Agreement are as follows:

<u>Classification</u>	<u>Effective Date</u>
Mason	<u>1/1/76</u> 5.16 <u>1/1/77</u> 5.54
Laborer	4.96 5.34
Truck Driver	5.16 5.54
Equipment Operator	5.41 5.79
Assistant Foreman	6.11 6.49
Mechanic	5.41 5.79

ARTICLE XLII

TERMINATION

This Agreement shall be in full force and effect from January 1, 1976 through December 31, 1977 and shall continue from year to year thereafter unless 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 of expiration.

[Handwritten signature]
This Agreement shall be reopened November 1, 1977 for ~~consideration of longevity~~ only. The parties agree to meet as soon as practicable to discuss these issues after November 1, 1977.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 1976.

LOCAL UNION NO. 866 AFFILIATED WITH
THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA

By: *[Handwritten signature]*

BERNARDS TOWNSHIP
SOMERSET COUNTY, NEW JERSEY

By: *[Handwritten signature]*
[Handwritten signature]

