

Contract no. 862

COLLECTIVE BARGAINING AGREEMENT

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

JUN 23 1992

RUTGERS UNIVERSITY

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL 102

NEW BRUNSWICK PARKING AUTHORITY

JANUARY 1, 1991 - DECEMBER 31, 1993

December 18, 1990

This agreement, entered into this 18th day of December, 1990 by and between the International Brotherhood of Teamsters Local 102 (hereinafter referred to as the "Union") and the New Brunswick Parking Authority hereinafter referred to as "Management").

I. RECOGNITION OF THE UNION

The Management recognizes the Union as the sole and exclusive bargaining agent for all parking lot attendants and property maintenance personnel, (hereinafter referred to as "employees"), excluding all management staff, security, meter maintenance, enforcement and office staff personnel.

II. UNION SECURITY

PROBATION

New employees of the New Brunswick Parking Authority will be considered under probation for the first ninety (90) days of employment. During this period an employee may be terminated for any cause without review.

After thirty days (30) the employee is required to pay weekly union dues. At the conclusion of the ninety day (90) probationary period, a review of the employee's performance will be held with the supervisor and the Executive Director. Upon receiving a favorable review, the employee will be required to pay the appropriate union initiation fee and will be eligible for full benefits.

As used in this agreement, the term "Full-Time Employee" shall mean an employee who regularly works thirty-five (35) hours per week or more. The term "Part-Time Employee" shall mean an employee who regularly works less than thirty-five (35) hours per week and is not entitled to receive any benefits.

Each employee shall sign checkoff authorizations as furnished by the Union. After each checkoff authorization is presented to the N.B.P.A., the N.B.P.A. shall check off an initiation fee of \$50.00 and thereafter regular dues \$11.00 from the first pay period of each month and shall remit any said sums to the Secretary-Treasurer of the Union, together with a list of names of those whose dues and/or initiation fees were deducted.

All employees must pay the regular dues, both full and part-time. However, part-time employees shall pay no initiation fees. Part-time employees working less than 35 hours per month will pay one-half (1/2) regular dues.

Management reserves the right to employ part-time employees with the stipulation that no full-time employees are laid off.

VII. PERSONAL BUSINESS

Employees are encouraged to conduct personal business during non-working hours. In the event employees are required to conduct such business during the day, use of lunch and or personal time is permitted with prior approval of your supervisor. Use of vacation and sick time is not permitted to be used for personal business during the day.

VIII. SHIFT/HOURS OF OPERATION

Property Maintenance:	Assigned by Property Manager
Second Shift:	12:00 a.m. - 8:00 a.m.
Booth Attendant:	Depending on location
Lunch:	One (1) hour, to be determined by the Property Manager.
Break:	Fifteen (15) minutes, in the morning, to be determined by the Property Manager.

IX. DISCIPLINARY ACTION

POLICY

In order to establish a uniform policy for maintaining discipline, Management has defined several types of disciplinary action.

PROCEDURE

Step One: ORAL WARNING

Given by the immediate supervisor and clearly stating all the reasons for the warning. Notation will be made in the employee's personnel file. The notation will include a description of the incident, the date, and the employee's reaction to the warning.

Step Two: WRITTEN WARNING

Given by the immediate supervisor with agreement of the Executive Director. The notice will be presented to the employee during a meeting between the supervisor and employee and will clearly state the reasons for the warning.

The supervisor will note the employee's reaction to the warning and both supervisor and employee will be required to sign the notice. The original of the warning will be given to the employee, a copy is to be retained in the personnel file.

Step Three: SUSPENSION WITHOUT PAY

Recommended by the supervisor and authorized by Executive Director.

A written reprimand, signed by the supervisor, the Executive Director and the Employee, will be given to the Employee, the Union Representative and the Shop Steward. The seriousness of the situation will be stressed through imposed suspension without pay for a period of from one to three days. The employee must immediately correct the areas for which disciplinary action was taken, if the employee wishes to continue his or her employment. The reprimand will clearly state the nature of the conduct or behavior to be corrected by the Employee.

Step Four: TERMINATION FOR CAUSE

Recommended by the Supervisor and authorized by the Executive Director.

In the event that immediate and satisfactory improvement is not evident in conduct, attitude, or performance, the employee will be terminated upon authorization of the Executive Director and/or the Personnel Committee.

The employee will be provided with a Notice of Termination which will clearly state the reasons for termination.

Any employee may be terminated at any time for any of the following reasons:

- a. Dishonesty, drunkenness, the consumption or possession of controlled substances while on duty that is considered a threat to the health, safety and/or welfare of other employees or the general public.
- b. Failure of any employee to conform with work rules and regulations as may be established by the N.B.P.A.
- c. Tardiness, absenteeism or general neglect of their duties by any employees.
- d. Charged with an indictable offense while on or off duty, which is considered to be detrimental to the operation of a public facility.
- e. Convicted of driving under the influence on or off duty where driving is required and part of the job description.

OTHER DISCIPLINARY ACTIONS

Disciplinary action can be taken commensurate with the problem and at the discretion of the supervisor, Executive Director and/or the Personnel Committee. Relative to the problem, disciplinary actions may be in the form of demotion, probation, transfer, reassignment, suspension without pay or immediate termination.

X. GRIEVANCE PROCEDURE

Any action to be grieved by an employee must be stated in writing within 72 hours of the occurrence of that action, or when the employee became aware of a matter to be grieved. The employee has the right to try to settle the dispute directly with his supervisor or to seek the aid of his Shop Steward. In the latter case, the aggrieved and the Shop Steward shall meet with a designated supervisor and present a written signed grievance.

If the grievance is not settled, a meeting shall be set up within Five (5) days between the aggrieved employee, the Shop Steward, the Business Agent of the Union, and Representatives of the N.B.P.A. A written, signed grievance by the aggrieved shall be presented to the N.B.P.A. The N.B.P.A. shall, within 72 hours of the receipt of the written grievance respond in writing to the employee, the Union representative and the Shop Steward.

If the grievance is unsettled, it shall be submitted to the New Jersey State Mediation Board for arbitration, or any responsible party or parties mutually agreed upon, whose decision shall be binding on all parties.

XI. OVERTIME *as per union any employee including PT must be paid OT for anything over 8 hrs*

A. The N.B.P.A. will use a formal overtime schedule for contacting employees that is based on seniority. If an employee refuses to work overtime or is unreachable on three consecutive attempts, the employee will lose the courtesy of being contacted and be taken out of the schedule for one (1) month.

B. Management will try to accommodate the Booth Attendants with relief during mandatory overtime. Management will use its best efforts to provide relief from mandatory overtime within two (2) hours after the end of the prior shift.

XII. BENEFITS

INSURANCE

The New Brunswick Parking Authority offers several insurance plans to full-time employees. Employees are entitled to health benefits after the completion of two months

continuous service and three months for all other benefits offered by the New Brunswick Parking Authority. The following insurance benefits are currently available.

- a. Hospitalization and Major Medical Insurance or HMO, (Rutgers Community Health Plan) - Employee and family coverage is paid in full by the employer.
- b. Dental Insurance - Employee and family coverage is paid in full by the employee.
- c. Prescription Plan - Employee coverage is paid by the employer. Family coverage is available at the employee's expense.
- d. State Disability - Employee and employer contributions are required.
- e. Pension Plan and Life Insurance - Mandatory participation in the Public Employees Retirement System based upon employee and employer contributions.

WORKMEN'S COMPENSATION

All New Brunswick Parking Authority employees are covered by Workman's Compensation benefits for injuries and illness incurred in the course of employment except in the case of willful neglect. Any work related injury or illness must be reported immediately to your supervisor.

VACATION - All full time employees shall receive paid vacations as follows:

- If hired before January 1, One (1) week the following year
- After One (1) year, One (1) week (five business days)
- After Two (2) years, Two (2) weeks (ten business days)
- After Five (5) years, Three (3) weeks (fifteen business days)
- After Ten (10) years, Four (4) weeks (twenty business days)
- After Twenty (20) year, Five (5) Weeks (twenty-five business days)

Vacation pay for all employees shall be based on the employee's pay rate and hours of work per weekly work schedule.

If a paid holiday falls during an employee's vacation, he shall receive an extra day's pay for every such holiday.

Vacation time must be taken during the year in which it is earned. Employees wishing to utilize three (3) or more vacation days must submit vacation forms thirty (30) days in advance and must be approved by the supervisor. Employees wishing to utilize two (2) vacation days must be approved by the supervisor. In case of serious conflict, vacation time will be based on seniority. Compensation is available in lieu of vacation time. Vacation time is not to be used as sick time in any form unless previous authorization is granted by the Executive Director.

SICK DAYS - Earned sick days will be calculated on a calendar year, January 1 - December 31. All full time employees will earn one (1) sick day for every five (5) full weeks worked for a total of ten (10) days per calendar year.

Employees will be eligible to receive monetary compensation for 50% of unused sick days of the previous calendar year each December. The remaining 50% will be carried over as accrued sick days.

Sick time will not be permitted to be utilized, unless medically excusable. The Parking Authority reserves the right to require a physicians note of explanation for employee illness immediately before or after a paid vacation or immediately before or after a paid holiday. The Parking Authority reserves the right to require a physician note if three (3) or more sick days are taken consecutively.

Upon favorable termination, to be determined by the Executive Director, compensation for unused sick time will be based upon length of service and a percentage of the individual daily earnings as follows:

<u>Length of Service</u>	<u>Daily % of Earnings</u>
3 - 5 years	50%
6 - 9 years	65%
10 and over	75%

If termination of employment occurs prior to or on September 1st, a prorated amount of the present calendar year sick time will be utilized. After September 1st, the full compliment will be honored.

PERSONAL DAY - All employees are entitled to one personal day per year with three day's prior written notice.

HOLIDAYS

The N.B.P.A. provides Twelve (12) paid holidays each year to full-time Booth Attendants and Property Maintenance personnel. Holiday pay will be based on rate of pay and

hours of work per weekly work schedule. In the event that a full-time employee works on a paid holiday, he will be paid at the rate of double time for hours worked in addition to his regular holiday pay. Part-time employees will receive their normal rate of straight pay. The following will be considered paid holidays for full-time employees:

- New Years Day
- Martin Luther King's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Election Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- Day after Christmas Day

LEAVE OF ABSENCE

MEDICAL - An employee may request a medical leave of absence only after one year of continuous service. Approval must be granted upon the recommendation of the Employee's supervisor, with final approval by the Executive Director. A leave of absence is granted only for the period of the Employee's disability and is not to exceed six (6) months. Full medical insurance is extended during this period.

PERSONAL - An employee may request a personal leave of absence only after one year of continuous service. Approval may be granted upon the recommendation of the Employee's supervisor with final approval by the Executive Director. The personal leave is granted for a maximum period of six (6) months. Personal leave may be taken for the adoption of a child, maternity leave, paternity leave, the caring for a sick member of the immediate family or any other personal reason that warrants time off. The Property Manager must submit a recommendation and the Executive Director must approve the leave of absence. Full medical insurance is extended during this period.

BEREAVEMENT

Any employee suffering bereavement will be compensated in the following manner:

<u>5 Days</u>	<u>3 Days</u>	<u>1 Day</u>
mother	paternal grandparents	spousal grandparents
father	maternal grandparents	spousal aunt/uncle
spouse	step-mother	1st cousin
child	step-father	step-sister
sister	mother-in-law	step-brother
brother	father-in-law	
	sister-in-law	
	brother-in-law	
	paternal aunt/uncle	
	maternal aunt/uncle	

The New Brunswick Parking Authority reserves the right to require confirming documentation. Observance of any other type of bereavement requires authorization from your supervisor.

JURY DUTY

Employees who are required to perform jury duty will receive regular weekly compensation by presenting the Report For Jury Duty Notice to the supervisor.

SEVERANCE PAY PROGRAM - Severance pay will be granted to all full time employees in the following manner, except in circumstance where the employee is removed under Section 9 provisions.

- a. One (1) week severance pay based on a forty (40) hour week will be granted to an employee who has had ten (10) years of continuous employment with the Authority.
- b. Full time employees for a fifteen (15) year period will be granted two (2) weeks severance pay based on a forty (40) hour week.
- c. Full time employees with twenty (20) years of continuous employment will be granted three (3) weeks severance pay based on forty (40) hours.

XIII.

WAGES

Commencing January 1, 1991 the hourly wages schedule shall be as follows:

40-Hour Personnel

<u>Property Maintenance</u>			<u>Booth Attendant</u>	
<u>Year</u>	<u>Per Hour</u>	<u>2nd Shift</u>	<u>Year</u>	<u>Per Hour</u>
1991	\$8.97	\$ 9.42	1991	\$8.52
1992	\$9.37	\$ 9.84	1992	\$8.82
1993	\$9.79	\$10.28	1993	\$9.13

PART-TIME EMPLOYEES

<u>Property Maintenance</u>		<u>Booth Attendant</u>	
<u>Year</u>	<u>Per Hour</u>	<u>Year</u>	<u>Per Hour</u>
1991	\$6.84	1991	\$6.78
1992	\$7.15	1992	\$7.02
1993	\$7.47	1993	\$7.27

Employees shall receive time and one half after eight hours of work. Full-time employees shall receive time and one half for overtime work on Saturdays and double time for overtime work on Sundays and holidays.

XIV.

JOB OPENINGS - Job openings will be posted for a minimum of seventy-two (72) hours. Seniority will be given serious consideration for selection.

XV.

DISCRIMINATION - Neither the Management or the Union shall discriminate against any employee because of age, race, creed, color, sex, or national origin.

XVI.

SAVING BONDS - It is agreed that the Parking Authority will provide a payroll deduction program for U.S. Savings Bonds at the written request of the employee.

XVII.

DRUG TESTING - The Union is aware that the Parking Authority will require drug testing for all employees. The emphasis of this program is to ensure a safe, drug free environment for its clients, tenants and employees. The Parking Authority will conduct yearly drug testing and provide rehabilitation services.

A. The Parking Authority shall conduct drug and alcohol testing annually as part of a limited physical examination. Initial failure to participate in this testing will result in an written warning with the stipulation that testing take place within seventy-two (72) hours. If the employee fails to submit to testing a second

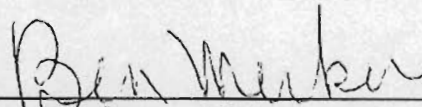
time, he/she will receive a suspension without pay. After another period of seventy-two (72) hours, a third refusal of drug testing will result in termination.

B. Employees testing positive shall be given a second, more thorough test within forty-eight (48) hours. Upon testing positive a second time, rehabilitative action will be taken.

C. Rehabilitative action shall consist of the normal disciplinary process with a requirement to enter drug and alcohol dependency rehabilitation. Failure or refusal to enter counselling will result in termination. Failure or refusal to attend all prescribed counselling sessions shall result in the appropriate disciplinary action.

D. The Executive Director, his designee or the Property Manager may require employees addressed in this Contract to submit to drug and alcohol testing if there is reasonable suspicion that the employee is using drugs and/or alcohol. Reasonable suspicion shall include, but not be limited to, witnessing the use of drugs on the job by the employee and observing behavior of the employee that is consistent with drug use.

E. Drug and alcohol rehabilitation information shall be made available to all employees. Any employee who believes him/herself to have a drug problem will not be penalized if he/she enters rehabilitation at his/her own discretion.



Ben Merker, CEO
Teamsters Union Local 102



William V. Atwell, Chairman
New Brunswick Parking Authority