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A G R E E M E N T

Between

Raritan Township of  
THE TOWNSHIP OF RARITAN

and

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

(Road Department Employees)

Effective: January 1, 1986 to December 31, 1988

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PREAMBLE

This Agreement, made this            day of March, 1986  
between THE TOWNSHIP OF RARITAN (hereinafter called the "Em-  
ployer"), and LOCAL UNION NO. 866 AFFILIATED WITH INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS  
OF AMERICA, (hereinafter called the "Union");

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

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

ARTICLE I

RECOGNITION

The Employer hereby recognizes Local Union No. 866  
Affiliated with the International Brotherhood of Teamsters,  
Chauffeurs, Warehousemen and Helpers of America as the ex-  
clusive representative for purposes of collective negotiations  
with respect to wages, hours of work and other terms and con-  
ditions of employment for all Road Department employees employed  
by the Township of Raritan, but excluding all other employees  
including managerial executives, confidential employees, pro-  
fessional employees, police, craftsmen, and supervisors within  
the meaning of the act.

ARTICLE II  
DUES CHECK OFF

Section 1. The Employer agrees, for each of its employees covered by this Agreement, who in writing authorizes the Employer to do so, that it will deduct from the earnings payable to such employee, the monthly dues and initiation fees, if any, for each such employee's membership in the Union. Deductions shall be made from the first payroll in each month and initiation fees shall be deducted in four consecutive payroll periods immediately following the completion of the probationary period.

Section 2. The Union dues deducted from an employee's pay will be transmitted to the Secretary Treasurer of Local Union 866 of the Union by check within ten (10) working days after the first period in which deductions are made, and within ten (10) working days after such deductions are made each month thereafter, and said dues deductions will be accompanied by a list showing the names of all employees for whom the deductions were made.

Section 3. The Union agrees to furnish written authorization in accordance with the State statute (N.J.S.A. 52:14-15.9 (e) from each employee authorizing these deductions. The Union further agrees to be bound by all provisions of said State statute, as well as all other applicable provisions of law pertaining to dues check off.

Section 4. The amount of monthly Union membership dues will be as set forth on the signed dues authorization card. Any change in the amount of dues will be evidenced by a new signed

dues authorization card from the employees. The Union agrees to give the Employer two weeks advance written notice of any change in membership dues.

Section 5. The Union agrees that it will indemnify and hold harmless the Employer against any actions, claims, loss or expenses in any manner resulting from action taken by the Employer at the request of the Union under this Article.

## ARTICLE III

### UNION REPRESENTATION

Section 1. Upon notification to and approval by the appropriate supervisor, the privilege of the steward to leave his work at a reasonable time during working hours without loss of pay is extended with the understanding that the time will be reasonable, will be devoted solely to the proper handling of legitimate Union business, and will not unduly interfere with the normal working operations of the Employer. The Union agrees that it will notify the Employer in writing as to the name of the employee designated as steward, and the Union further agrees that the privilege of attending to legitimate Union business during working hours shall not be abused.

Section 2. The Employer recognizes the right of the Union to designate job stewards and alternates.

The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of this agreement;
2. The collection of dues when authorized by appropriate local Union action;
3. The transmission of such messages and information which shall originate with, and are authorized by the local Union or its officers, provided such messages and information

- (a) have been reduced to writing, or
- (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the Employer's business.

Job stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business.

The Employer recognizes these limitations upon the authority of job stewards and their alternates; and shall not hold the Union liable for any unauthorized acts, provided the Union takes all reasonable affirmative action to prevent and/or to stop any unauthorized acts.

The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this agreement.

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.

Section 3. A duly authorized representative of the Union, designated in writing, after notice to the Township Administrator and the Road Supervisor in charge, during reasonable business



hours, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and for investigation of complaints arising under this Agreement, provided, however, that there is no interruption of the Employer's working schedule.

Section 4. The Employer will notify the Union in writing of all promotions, demotions, transfers, suspensions and discharges.

The Employer will notify the Union in writing prior to a layoff.

The Employer will provide the Union with an updated list of covered employees showing name, address, classification, and Social Security number.

The Employer will notify the Union of additions and deletions to the payroll of covered employees as they occur.

ARTICLE IV  
MANAGEMENT RIGHTS

Section 1. The Union recognizes that the management of all operations, the control of its properties and the maintenance of order and efficiency is vested in the Employer, except as limited or modified by this Agreement; and except as so modified or otherwise provided by this Agreement, these management rights shall include, but shall not be limited to, the right to:

- (a) Select and direct the working forces;
- (b) Hire, suspend, discharge, or take other appropriate disciplinary action against an employee for just cause;
- (c) Assign, promote, transfer or lay off employees;
- (d) Determine the scheduling of overtime to be worked;
- (e) Decide the number and location of its facilities;
- (f) Determine the maintenance and repair work to be performed;
- (g) Determine the amount of supervision required;

- (h) Determine the machinery and tool equipment to be purchased and utilized, determine methods and schedules of work and determine the selection, procurement, designing, engineering and control of equipment and materials;
- (i) Purchase the services of others by contract or otherwise, except as this right may be otherwise specifically limited to this Agreement;
- (j) Make reasonable and binding rules and regulations which shall not be inconsistent or contrary to this Agreement.

ARTICLE V

NO STRIKE NO LOCKOUT

Section 1. 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.

Section 2. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree for the term of this Agreement, that there will not be and that the Union, its officers, members, agents or principals will not engage in, or sanction, strikes, slowdowns, job action, mass resignations, mass absenteeism, sick outs, or other similar action which would involve suspension of or interference with normal work performance.

Section 3. The Employer shall have the right to discipline or discharge any employee causing a strike, slowdown, or other such interference.

Section 4. In consideration of the foregoing, the Employer agrees not to lock-out or cause to be locked out, any employee covered under this provision of this Agreement.

## ARTICLE VI

### DISCIPLINE AND DISCHARGE

Section 1. The parties agree that nothing herein shall in any way prohibit the Employer from discharging or otherwise disciplining any employee covered by this Agreement, regardless of seniority, for just cause. Notice of discharge or suspension shall be served upon the Union at the same time it is served upon the employee involved. The Employer agrees that it will furnish the Union with a hearing, if requested, within 48 hours of any discharge or suspension.

Section 2. In the event that an employee feels that he has been discharged or suspended unjustly, said employee or the Union, shall have the right to file a grievance, which must be in writing, with the Employer within five (5) working days from the time of discharge or suspension. Said grievance shall be initiated at the second step of the grievance procedure as herein provided. If no grievance is filed within the time period specified, then said discharge or suspension shall be deemed to be absolute unless such time period is extended by mutual agreement of the parties.

Section 3. Except in cases of alleged major offenses, an employee covered hereunder shall receive one prior written "first warning" notice of offense before suspension or discharge is imposed as a form of discipline. Written warning notices shall be null and void after twelve months if no additional violations of rule have occurred.

ARTICLE VII

SENIORITY

Seniority shall mean a total of all periods of employment within classification covered by this Agreement.

An employee shall lose seniority rights only for any one of the following reasons:

- (a) Voluntary resignation
- (b) Discharge for just cause
- (c) Failure to return to work within five (5) working days after being recalled by registered or certified mail, unless such time is extended by mutual consent of the parties, or unless due to actual illness or accident, in which event consideration will be given as to what extension, if any, will be granted to accept re-employment. (The Employer may require substantiating proof of illness or accident). The employee shall immediately notify the Employer of his intent to accept re-employment.
- (d) Continuous layoff beyond recall period for re-employment outlined in this Agreement.

ARTICLE VIII

PROBATIONARY EMPLOYEES

New employees will be regarded as probationary for the first 90 days of employment, during which time the Employer can reprimand or discharge without being challenged by the Union. This time period may be extended by an additional 30 days upon mutual consent of the parties. There shall be no responsibility for re-employment of probationary employees if they are discharged during this probationary period. After successful completion of their probationary period, the said new employee will be placed on the seniority list retroactive to the first day of work.

ARTICLE IX

PROMOTIONS

Section 1. The Employer agrees to give preference for promotion and advancement to the then current employees.

Section 2. If a newly created job or open job within the unit covered by this Agreement exists which represents a promotion or advancement for employees covered by this Agreement, such job will be posted on the bulletin board for eleven (11) working days. Such notice shall contain a description of the job and the rate of pay (minimum and maximum where applicable). Employees wishing to bid for said posted jobs shall sign their names to the notice.

Section 3. Following the above prescribed period, the Employer shall award the posted job to the most senior employee who has signed the posting, with the basic requirements needed to perform the work in the new classification. If no employee has signed the posting, or if employees who have signed the posting do not possess the basic requirements needed to perform the work in the new classification, the Employer shall have the right to transfer temporarily (provided the Employer physically demonstrates its good faith attempt to fill this vacancy), or to hire from the outside to fill such job. Final determination as to which employee, if any, will be awarded the posted job, shall be made by the Employer, subject to the grievance and arbitration provisions of this Agreement.



The successful bidder shall receive a trial period of ninety (90) days on his new assignment, which may be extended by an additional thirty (30) days upon mutual consent of the parties. During the trial period, the successful bidder shall be compensated by a rate increase equal to one half the difference between his old rate and the rate of the next higher classification for which he has bid. The Union and the employee will be kept advised of the progress made in learning the new assignment. The employee will be given every assistance to successfully meet the requirements of the job. If the employee fails to successfully meet these requirements within the trial period, he shall be returned to his former classification and shall assume seniority and pay as though he had never left his old classification. If an employee fails to satisfy the job requirements, he shall be precluded from bidding or promotion for a period of one year from the date of the last trial period, unless such restriction is relaxed by mutual consent of the parties.

ARTICLE X  
HOURS OF WORK

Section 1. The Employer agrees that forty (40) hours per week, eight (8) hours per day, five (5) consecutive days per week, Monday through Friday, shall constitute a regular week's work, hereinafter called the work week, and employees shall be paid at the regular straight time rates of pay hereinafter provided. The normal hours of work shall be from 7:00 A.M. to 3:30 P.M., during which time the Employer shall allow a one half hour unpaid lunch period each work day, and shall allow one 15 minute paid coffee break during each 4 hour work period during the regular work day. This definition shall not be construed as a limitation of the number of hours of work which the Employer may require.

The Employer agrees to the following "call in" guarantees:

(a) Minimum guarantee of two (2) hours work or pay in lieu thereof at the applicable premium rate when employee is called in for work outside his regular schedule from Monday to Friday.

(b) Minimum guarantee of four (4) hours work or pay in lieu thereof at the applicable premium rate when employee is called in for work on Saturday, Sunday or a holiday.

(c) "Call in" guarantees shall not apply when employee is notified to report early on his regular schedule or is held over at the end of his regular schedule.

(d) "Call in" time starts when employee reports for work at the Employer's premises or designated job site.

## ARTICLE XI

### OVERTIME

Section 1. The Union recognizes the Employer's need for and right to require reasonable amounts of overtime.

Section 2. The schedule for working such overtime will be established by the Employer.

Section 3. The Employer agrees that it will pay time and one half the regular straight time hourly rate for all authorized time actually worked:

(a) In excess of forty (40) hours of work (exclusive of any lunch break) in the work week;

(b) In excess of eight (8) hours of work (exclusive of any lunch break) in the work day;

(c) For hours actually worked (exclusive of any lunch break) or guaranteed, whichever is applicable, on Saturdays and Sundays.

Section 4. Overtime pay on holidays (holidays as stated in this Contract), will be at 2 times the hourly rate of pay during snow emergencies. This double time rate will apply only during snow emergencies.

Section 5. Overtime shall be equally distributed to the extent possible among the employees capable of performing the work to be completed. No overtime shall be worked or paid for unless first authorized by the supervisor in charge.

The method of recording an employees overtime will be as follows:

1. Overtime employee physically worked.
2. Overtime employee orally refused.
3. Overtime employee was too ill to work.

Section 6. The Employer will maintain a current list of overtime actually worked together with overtime charges in accordance with Section 5 of this Article of the Agreement.

Section 7. There shall be no pyramiding of overtime.

Section 8. All available employees shall make every effort to work emergency overtime when requested, unless excused by the Employer.

Section 9. When working overtime, employees shall be entitled to the following meal allowances:

(a) \$8.00 supper allowance for continuous work performed up to 8:00 p.m. in 1986; \$8.50 in 1987; \$9.00 in 1988.

(b) \$2.00 break allowance for continuous work performed up to midnight in 1986; \$2.50 in 1987; \$3.00 in 1988; \$3.50 during snow emergencies in 1986; \$4.00 in 1987; \$4.50 in 1988.

(c) \$3.50 breakfast allowance for continuous work performed up to 3:00 a.m. Also, a \$3.50 breakfast allowance shall be granted to those employees called in prior to the regular starting time in excess of two (2) hours or more.

(d) \$5.50 lunch allowance for those employees called in to perform overtime duties on a Saturday, Sunday or a recognized holiday, in 1986; \$6.00 in 1987; \$6.50 in 1988.

(e) When an employee is requested to remain after 3:30 p.m. during the usual work week and he performs

continuous work through to the next day and begins to work his regular schedule at 7:00 A.M. without returning home, he shall receive the paid lunch allowance.

(f) For all overtime worked on Saturday, Sunday and holidays during snow emergencies only, employee will receive the paid breakfast and supper allowance.

When overtime work involves snow plowing, employees shall be entitled to a one hour paid break between 8:00 P.M. and midnight for their supper meal; and a one-half hour paid break between midnight and 3:00 A.M. and between 3:00 A.M. and 7:00 A.M. for their midnight and breakfast break respectively.

Section 10. The Employer agrees not to require or in any way solicit any employee to take time off to compensate for time worked in excess of eight (8) hours in a work day or forty (40) hours in a work week.

ARTICLE XII  
BULLETIN BOARD

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

ARTICLE XIII

HOLIDAYS

Section 1. The following days are designated as holidays for all employees covered by this Agreement for calendar years 1983, 1984 and 1985:

New Year's Day  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
General Election Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day  
Employee's Birthday

Section 2. Employees who do not work on the observed holiday shall receive their regular daily rate of pay for such day provided that any absence occurring on the day before or the day after the holiday has been authorized and/or paid for by the Employer. If the absence is due to illness, the Employer may request reasonable proof of such illness.



Section 3. Employees who are required to work on an observed holiday will be paid their regular holiday pay plus payment at their premium rate of pay for all hours actually worked or guaranteed as referred to in Article X of this Agreement, whichever is greater, (exclusive of any lunch break) on such holiday.

Section 4. Any holiday which falls on Saturday shall be celebrated the preceeding Friday and any holiday which falls on Sunday shall be celebrated the following Monday.

ARTICLE XIV

VACATIONS

Section 1. All permanent full time employees covered by this Agreement are authorized an annual vacation allowance with pay which shall accrue to said employee on a calendar year basis as follows:

(a) Employees shall be entitled to ten (10) working days vacation after completion of their first year of employment with the Employer. New employees must work at least six (6) months for the Employer before any vacation may be taken, and vacation may not be taken until the calendar year of first entitlement.

(b) Employees shall be entitled to fifteen (15) working days vacation upon completion of five (5) consecutive years of employment with the Employer.

(c) Employees shall be entitled to twenty (20) working days of vacation upon completion of ten (10) consecutive years of employment with the Employer. The maximum vacation allowance for an employee shall be twenty (20) working days per year.

(d) For purposes of computing vacation entitlement, 8 hours at the employee's regular straight time hourly rate of pay shall constitute a working day.

Section 2. It shall be the responsibility of the Employer to determine the scheduling of an employee's vacation, consistent with the following provisions: Employees shall submit their requests for vacation time on or before April first, and the Employer shall respond to such requests on or before April fifteenth of each year. The Employer agrees to give reasonable consideration to an employee's wishes in this regard. Where conflicts in choice of dates occur, preference will be governed by seniority insofar as effective staffing requirements permit.

Section 3. Vacations shall not be cumulative from one year to the next and must be taken in the calendar year in which earned. An employee whose employment is terminated prior to the expiration of his probationary period will not be entitled to annual vacation or pay in lieu thereof.

Section 4. Employees shall receive vacation pay in advance of their vacation provided they furnish the Employer with written request for same at least two weeks in advance of their scheduled vacation.

Section 5. In the event a holiday named in this Agreement falls during an employee's vacation period, such employee shall enjoy an additional vacation day with pay at a mutually agreed upon time. Vacations may be taken throughout the calendar year.

Section 6. A permanent employee who has resigned or who has otherwise separated from employment shall be entitled to the vacation allowance for the current year prorated on the basis of one twelfth (1/12) of his vacation entitlement for each month worked from last anniversary date to the date his separation becomes effective, which shall be payable not later than the second pay period after separation. Any vacation taken in excess of vacation earned shall be deducted from the employee's final pay check.

ARTICLE XV  
HEALTH INSURANCE

All permanent full time employees covered by this Agreement shall be provided with Blue Cross, Blue Shield, and Major Medical insurance coverage which shall be paid for by the Employer. The above insurance provisions shall include dependent coverage where applicable.

ARTICLE XVI

DEATH IN THE FAMILY

Wages up to three (3) days will be paid during the absence from work of permanent full time employees when such absence is caused by the death and attendance at the funeral of mother, father, sister, brother, spouse, children, and other relative residing in the household; grandparents, mother-in-law, father-in-law, brother-in-law and sister-in-law.

ARTICLE XVII  
NON-DISCRIMINATION

Section 1. There shall be no discrimination or interference, by the Employer or any of its agents against the employees represented by the Union because of any membership or activity in the Union. The Union or any of its members or agents shall not intimidate employees into membership.

Section 2. The Employer and the Union agree that there shall be no discrimination against any employee or applicant for employment because of race, creed, color, national origin, age, sex, ancestry, religion, marital status, political affiliation, or liability for service in the armed forces of the United States in compliance with all applicable Federal and State statutes, rules and regulations.

ARTICLE XVIII

JURY DUTY

Section 1. An employee summoned for jury duty shall receive his regular pay from the Employer without interruption or deduction for such period. Such employee shall report for his regular work while excused from such attendance in court unless it is impossible or if the employee is excused after 1:30 P.M., except in the cases of emergency.

Section 2. Any payment received for jury duty shall be retained by the Employee.



ARTICLE XIX  
GRIEVANCE AND ARBITRATION

Section 1. The purpose of the grievance procedure shall be to settle all grievances between the Employer and the employees covered by this Agreement at the lowest possible level, so as to insure efficiency and promote employee morale.

Section 2. A grievance is hereby defined as any difference which may arise between the Employer and the Union or between the Employer and any of its employees covered by this Agreement, concerning the interpretation, application or compliance with the provisions of this Agreement.

Section 3. The procedure for the settlement of grievances shall be as follows:

STEP 1 - The aggrieved employee or employees and the shop steward shall present the grievance orally to the department head within five (5) working days after the facts giving rise to the grievance have occurred. If a satisfactory settlement of the grievance is not effected within three (3) working days thereafter, the Union shall present the grievance in writing to the Township Administrator or such other representative as may be designated by the Employer, and a written decision on the grievance shall be submitted to the Union within two (2) working days after its presentation.

STEP 2 - If the grievance is not resolved under Step 1 hereof, the Union shall present the written grievance as completed under Step 1 within three (3) working days to the Township Committee and may arrange for a meeting with the Committee for the purpose of reviewing the grievance. The Committee shall furnish the Union with its written response to the grievance within ten (10) working days after receipt of the grievance or meeting, whichever is later.

STEP 3 - If the grievance has not been satisfactorily resolved in Step 2 hereof, the Union may, within five (5) working days following the time period set forth under Step 2 hereof, refer the matter to the Federal Mediation and Conciliation Service for selection of an arbitrator when a dispute exists regarding the interpretation and/or application of a specific provision of this Agreement:

(a) A request for arbitration shall be initiated by the Union by serving upon the other, a notice in writing of its intent to proceed to arbitration within the time limits hereinabove specified.

(b) Said notice shall identify the provisions of the agreement involved, the employee involved, and a statement of the grievance or grievances which were made the subject of the previous steps.

(c) The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from, nor modify the provisions of this Agreement, or to establish or change any wage rate. He shall confine his decision solely to the application and/or interpretation of this Agreement.

(d) A decision of the arbitrator shall be binding on both parties, and shall be rendered within thirty (30) days after hearing the dispute.

(e) All fees and expenses or administrative charges for the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case, including the expense pertaining to all of their respective witnesses.

(f) The arbitrator shall hold the hearing at a time and place convenient to the parties.

(g) In cases involving back pay, the arbitrator may award such back pay only to the date of the filing of the grievance.

Section 4. All of the time limits contained in this Article of the Agreement may be extended by mutual agreement. Unless such time is extended by mutual agreement, the failure to observe the time limits herein for the presentation of a grievance or submission of said grievance to arbitration shall constitute an abandonment of said grievance or right to arbitration and settlement thereof. In the event the Employer fails to respond to the Union within the time limits set forth in the grievance procedure, the Union shall have the right to automatically process the grievance to the next step.

## ARTICLE XX

### SAFETY

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 be responsible for determining whether or not the work can be performed safely. If, in the judgment of the supervisor, the working conditions are unsafe, he shall advise how the work can be performed safely or will stop the work. Normally, if the supervisor takes the responsibility and directs the work to continue, the employees shall perform the work subject to the rights under the grievance and arbitration procedure set forth in this Agreement.

The Employer shall provide all safety equipment necessary for the performance of work required, including but not limited to first aid kits, D.O.T. flags, flares, and fire extinguishers. All safety equipment and apparel shall remain on the Employer's premises when not in use. The parties agree to establish a safety committee to consist of two union and two management members. The purpose of the safety committee shall be to establish and enforce safety standards and practices to be observed by all parties in connection with work performed by the employees covered under this Agreement.

During a snow emergency, two (2) men will ride per truck when cindering or plowing snow, except when operating in tandem.

ARTICLE XXI

LIE DETECTOR TEST

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

ARTICLE XXII  
JOB DESCRIPTION SHEETS

The Employer will prepare and make available to the Union Job Description Sheets defining the principal functions of each job classification covered by this Agreement and any new classification coming under this Agreement.

With respect to any new classification which the parties mutually agree is covered by this Agreement, the Employer shall furnish the Union with a statement of the job requirements and work to be performed for purposes of negotiating a rate of pay at least thirty (30) days before putting same into effect. The Union may recommend changes in the statement of job specifications. The Employer agrees that in establishing new classifications, the existing classifications at that time will not in any way be eroded unless mutually agreed to by the parties.

If at the end of 30 days, the parties have not reached agreement on the rate of pay, the Employer may establish the new rate of pay which shall be reasonably related to the job requirements and/or the rate schedules established under this Agreement.

The Union may grieve the rate of pay established by the Employer solely on the basis of whether or not the newly established rate of pay is reasonably related to the job requirements and/or rate schedules established under this Agreement and the arbitrator's authority shall be limited accordingly.

ARTICLE XXIII  
MILITARY LEAVE

The Employer agrees to abide by all applicable provisions of The Universal Military Training and Service Act.

ARTICLE XXIV

COMPENSATION CLAIMS

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.

In the event that an employee is injured on the job and is required to lose time from work that day because of such injury, the Employer shall pay such employee his day's pay for that day or portion thereof lost because of such injury. 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.



ARTICLE XXV  
LAYOFFS AND RECALL

Whenever the Employer reduces the work force, the following procedure shall apply:

1. Employees shall be laid off in the order of least total employment seniority, regardless of classification, provided the remaining employees are then qualified or can qualify within the three month notice period to perform the work to be done.

2. Notice of such layoffs will be given at least three months before the scheduled layoff.

3. A laid off employee shall have preference for re-employment for a period of two years.

4. The Employer shall re-hire laid off employees in the order of greatest employment seniority, provided the employees are then qualified or can qualify to perform the work available within a three month period. Under no circumstances whatsoever shall the Employer hire from the open labor market while an employee has an unexpired term of preference for re-employment who is ready, willing, and able to be re-employed as provided under the provisions of this Article of the Agreement.

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.

ARTICLE XXVI  
SUB-CONTRACTING

The Employer may continue to let subcontracts for the work or services presently performed by or hereafter assigned to employees covered by this Agreement provided:

1. No employees are on layoff with unexpired recall rights.
2. Employees shall not be laid off while contractors are performing work.
3. The letting of subcontracts shall not be used to avoid the terms and conditions of this Agreement.

ARTICLE XXVII

PERSONAL DAYS

Each employee covered by this Agreement may receive three days leave with pay for personal business during each calendar year of this Agreement, which leave shall not be cumulative from year to year. Employees are required to give at least five working days prior notice to the Road Supervisor of their request for personal leave, except in cases of emergency, and the granting of personal leave shall not interfere with the efficient operation of the Department.

ARTICLE XXVIII

SICK LEAVE

Section 1. Sick leave is the absence of an employee from work because of illness, accident, exposure to contagious disease, or attendance for short periods of time upon a member of the employee's immediate family seriously ill requiring care or attendance of such employee.

Section 2. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly. Failure to notify the supervisor may be cause for disciplinary action. Absences without notice for five (5) consecutive days shall constitute a resignation.

Section 3. Sick leave shall be earned in the following manner:

(a) One day for each full month of service with the Employer during the first year of employment.

(b) Fifteen days per year for each year of service with the Employer thereafter, beginning with the second year of employment.

(c) Sick leave entitlement shall be cumulative from year to year, said accumulation having commenced on January 1, 1976.

(d) Upon separation from the employ of the Township, except in the case of a firing which is upheld per this Contract, all employees are entitled to receive \$15.00 (fifteen dollars) for each day of unused sick leave. This entitlement shall not exceed a maximum of 200 (two-hundred) days.

Section 4. Any employee who is absent on sick leave for five or more consecutive working days, or ten working days in a calendar year, shall be required to submit a physician's certificate as evidence substantiating the illness. The Employer may require any employee who has been absent because of personal illness for any period of time, as a condition of his return to work, to be examined by a physician at the expense of the Employer.

ARTICLE XXIX

PENSIONS

The Employer shall enroll all permanent full time employees covered by this Agreement under the Public Employment Retirement System upon satisfactory completion of the probationary period.

ARTICLE XXX  
WORK ASSIGNMENTS

Section 1. Supervisory personnel are not to perform work covered by this Agreement except for purposes of instruction or in cases of emergency.

ARTICLE XXXI

PAY DAY

Employees will be paid by check on the fifteenth (15th) and thirtieth (30th) of each month. Employees will be paid during working hours. When pay day falls on a holiday, the preceding day will be pay day.



ARTICLE XXXII

SANITARY CONDITIONS

The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water and with toilet facilities.

ARTICLE XXXIII

MAINTENANCE OF STANDARDS

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

ARTICLE XXXIV

CLOTHING

Section 1. The Employer agrees to purchase one (1) pair of safety shoes for each employee per year. The Employer agrees to purchase two (2) sets of coveralls for each employee per year. These shoes and coveralls are to be maintained and cleaned by the Employee.

Section 2. Insulated gloves will be issued to all employees at the start of Winter, approximately December 1st.

ARTICLE XXXV

AGENCY SHOP

The Employer will respect the Union's rights under the provision of N.J.S.A. 34:13A-1 to receive payment of fees from non-union employees who are covered under this Collective Bargaining Agreement.

ARTICLE XXXVI

UNPAID LEAVE

Section 1. A leave of absence without pay may be granted for any of the following reasons:

- 1) Because of the non-employment connected injury or physical disability of an employee.
- 2) Because the employee is entering upon a course of training for the purpose of improving the quality of his service to the Township or of fitting himself for promotion.
- 3) Because of extraordinary reasons, sufficient in the opinion of the Department Head and the Township Administrator, to warrant a leave of absence.

Section 2. Leave of absence without pay will be reported on the Payroll Change Notice Form and will contain the duration and reason for the required leave.

Such leave will not be granted for more than twelve (12) months, but the Department Head may request an extension of a leave if it appears to be in the best interest of the Township.

If a vacancy does not occur within sixty (60) days after the expiration of a leave of absence, the employee whose leave has expired will be placed on a department re-employment eligible list and given consideration for rehire over a period of one (1) year.

Upon reinstatement from a leave of absence, the employee will be granted the seniority he possessed on the date of the leave.

Failure on the part of an individual to report within fifteen (15) days following the expiration of a leave of absence, except for valid reasons submitted in advance, will be cause for dismissal.

Informal leave of absence without pay, not exceeding five (5) working days in any thirty (30) day period, may be granted at the discretion of the Department Head.

Men who enter the Armed Services for an extended length of time (such as a six (6) months program or by enlistment), will be placed on military leave without pay. All their rights and seniority will be preserved during the time they are on leave of absence for this purpose.

Section 3. The employee will retain membership in the Township Health Plan and group life insurance through the months in which an employee's authorized leave of absence without pay is authorized. The employee is responsible to pay for the full cost of those benefits including the portion normally paid for by the Township.

It is the employee's responsibility to arrange with the Township to pay for benefits (such as health insurance, group life insurance, pension coverage, etc.) which the employee wishes to continue while on leave of absence.

Other benefits, e.g., vacation, holidays, sick leave, etc. will cease to accrue upon the beginning of the leave of absence. No employee may accrue any of these types of benefits while on an unpaid leave of absence. After the expiration of the leave of absence, said benefits will begin to accrue again.

ARTICLE XXXVII

SALARY

Section 1. The annual base salary for employees covered by this Agreement is more specifically set forth in Schedule A which is attached hereto and made a part of this Agreement.

Section 2. The Employer agrees to continue the position of crew chief, and so long as the Employer continues the position of crew chief, payment for services performed as crew chief shall be in accordance with the provisions set forth in Schedule B which is attached hereto and made a part of this Agreement.

ARTICLE XXXVIII

SAVINGS CLAUSE

Section 1. It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

Section 2. If any such provisions are invalid, the Employer and the Union will meet for the purpose of negotiating changes made necessary by applicable law.



ARTICLE XXXIX

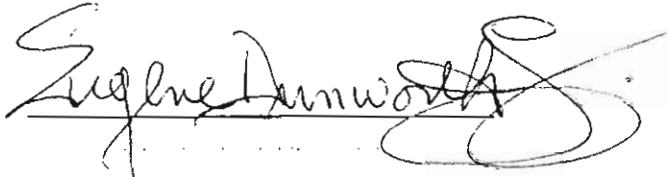
DURATION OF AGREEMENT

The provisions of this Agreement shall become effective on January 1, 1986 and shall continue in full force and effect until December 31, 1988, both dates inclusive. The provisions of this Agreement shall be applicable only to those employees in the employ of the Employer on the date this contract is executed.

Unless one party hereto gives notice to the other party in writing at least sixty (60) days prior to December 31, 1988, this Agreement shall continue in full force and effect for an additional year, and henceforth from year to year until either party gives the other party a written notice of its intent to terminate, modify or amend said Agreement at least sixty (60) days prior to any anniversary of the original expiration date.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative this 6<sup>TH</sup> day of March, 1986.

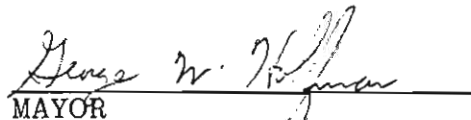
ATTEST:



ATTEST:



THE TOWNSHIP OF RARITAN

  
MAYOR

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

  
INTERNATIONAL REPRESENTATIVE

SCHEDULE A  
HOURLY RATES OF PAY

Section 1. The following represents the hourly rates of pay in effect during the term of this contract:

<u>PUBLIC WORKS</u> <u>PERSONNEL</u>	<u>Eff. 1/1/86</u>	<u>Eff. 1/1/87</u>	<u>Eff. 1/1/88</u>
Prevailing Rate	\$ 11.33	\$ 11.90	\$ 12.50

Section 2. New employees will receive pay as follows:

	<u>1986</u>	<u>1987</u>	<u>1988</u>
Probationary (First 90 Days)	\$ 8.21	\$ 8.62	\$ 9.05
After 3 months	9.21	9.67	10.15
After 4 months	10.30	10.82	11.36
After 6 months	11.33	11.90	12.50

The employee must be able to perform all of the tasks outlined under the definition of Public Works Personnel before advancing to the top prevailing rate.

Section 3. Employer agrees to pay a four-percent (4%) longevity payment in 1986, 1987 and 1988 to those employees with five (5) or more years of service as of January 1, 1986, 1987 and 1988, respectively. Said payment shall be added to the base wages, excluding any overtime pay, on every payday.

Section 4. Employer agrees to pay a five-percent (5%) longevity in 1986, 1987 and 1988 to those employees with eight (8) or more years of service as of January 1, 1986, 1987 and 1988, respectively. Said payment shall be added to the base wages, excluding any overtime pay on every payday.

SCHEDULE B

CREW CHIEFS

HOURLY COMPENSATION

EFF. 1/1/86 AND THEREAFTER

\$ .75

## SCHEDULE C

### PUBLIC WORKS PERSONNEL

Every public works employee shall be able to perform all of the necessary tasks assigned by the Public Works Supervisor. He shall be able to perform all necessary labor and operate every piece of equipment and machinery to accomplish the mission of the Public Works Department.

### CREW CHIEFS

This classification shall be designated as the leader to direct the work of a crew of 3 - 5 men performing a specific sub unit of road work. Such work shall include, but not be limited to, patching, ditching, laying and repair of drainage pipe, pipe and manhole cleaning, roadside brush cutting and pruning, etc. Crew chief shall be capable of performing all classifications of work under his direction.