

A G R E E M E N T

Between

THE TOWNSHIP OF RARITAN

and

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

(P. 1000 1000)

Effective: January 1, 1980 to December 31, 1982

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PREAMBLE

This Agreement, made this 24th day of April, 1980, between THE TOWNSHIP OF RARITAN (hereinafter called the "Employer"), 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 negotiations 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 exclusive representative for purposes of collective negotiations with respect to wages, hours of work and other terms and conditions of employment for all Road Department employees employed by the Township of Raritan, but excluding all other employees including managerial executives, confidential employees, professional employees, police, craftsmen, and supervisors within the meaning of the act.

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.

- (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

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;*

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 VII

SENIORITY

Seniority shall mean a total of all periods of employment within classifications 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 IX

PROMOTIONS

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

Section 2. Except as hereinafter provided in Section 4, 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.

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.

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 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.

Section 5. If an employee has been requested to work overtime and is unavailable to perform the overtime work, it shall be considered as if he had worked the scheduled overtime period for purposes of equalization of overtime despite the fact that no payments of any kind shall be made for overtime not actually worked.

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 XIII

HOLIDAYS

Section 1. The following days are designated as holidays for all employees covered by this Agreement for calendar years 1980, 1981 and 1982:

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.

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 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 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 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 cases of emergency.

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

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.

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.

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 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 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 time lost due to such injury or treatment thereof 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.

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 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 in 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 \$10.00 (ten dollars) for each day of unused sick leave. This entitlement shall not exceed a maximum of 150 (one-hundred fifty) days.

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. C.E.T.A. employees are not covered for pension by the Employer.

Section 4. The opportunity to work at the next higher classification shall be offered to the most senior qualified employee then available.

ARTICLE XXXII

SANITARY CONDITIONS

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

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.

ARTICLE XXXVI

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 hiring rate for any job classification covered by this Agreement shall be fifty (50¢) cents below the then prevailing minimum rate of pay for that classification. This hiring rate shall be applicable during the period of probation. After successful completion of the probationary period, an employee shall automatically receive the then prevailing minimum rate of pay for that classification.

Section 3. 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
DURATION OF AGREEMENT

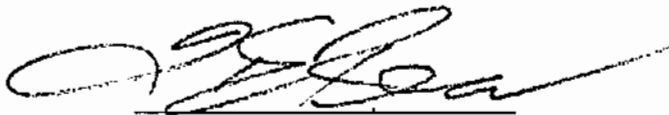
The provisions of this Agreement shall become effective on January 1, 1980 and shall continue in full force and effect until December 31, 1982, both dates inclusive. The provisions of this Agreement shall be applicable only to those employees in the employ of the Employer on the date this contract is executed.

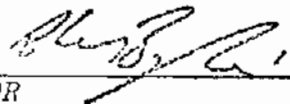
Unless one party thereto gives notice to the other party in writing at least sixty (60) days prior to December 31, 1982, this Agreement shall continue in full force and effect for an additional year, and henceforth from year to year until either party gives the other party a written notice of its intent 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 24th day of April, 1980.

ATTEST:

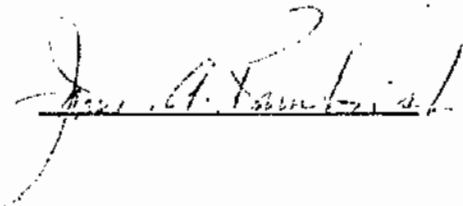
THE TOWNSHIP OF RARITAN




MAYOR

ATTEST:

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




INTERNATIONAL REPRESENTATIVE

Section 2. Employer agrees to pay a two-percent (2%) longevity payment in 1980 to those employees with five (5) or more years of service as of January 1, 1980. Said payment shall be added to the base wages, excluding any overtime pay, on every payday.

Employer agrees to pay two-percent (2%) longevity payment in 1981 to those employees with five (5) or more years of service as of January 1, 1981. Said payment shall be added to the base wages, excluding any overtime pay on every payday.

Employer agrees to pay a three-percent (3%) longevity payment in 1982 to those employees with eight (8) or more years of service as of January 1, 1982. Said payment shall be added to the base wages, excluding any overtime pay on every payday.

SCHEDULE 'C' - JOB DESCRIPTIONS

EQUIPMENT OPERATOR

This classification shall operate all equipment of 4 tons and over, including but not limited to:

1. Caterpillar No. 14E grader
2. 10-ton 3 wheel Galion roller
3. Pettibone Speedloader
4. Hough Payloader (Rubber Tired)
5. Case Backhoe Model 580
6. Street Sweeper

Operator must be capable of, and will perform, first echelon maintenance on the equipment in the field.

TRUCK DRIVER

This classification will operate, but not limited to, trucks having a gross weight of 10 tons or over. Driver must also be capable of operating this class of truck with various type snow plows or blades for snow removal without damaging public or private property (such as road berms, curbs, inlets or public utilities). This classification will also operate Ford power sweeper, 2 ton roller and Ford industrial tractor and attachments. Driver must be able to efficiently spread material backward and forward. Truck drivers must also be capable of and will perform first echelon maintenance on this equipment in the field.

SCHEDULE 'C' - Continued

MECHANIC'S HELPER

This classification shall aid the Mechanics in the performance of their work. The Mechanic's Helper shall report to and receive work assignment and supervision from the Mechanic. The Mechanic's Helper may be temporarily assigned to other work in the Road Department for which he is qualified, as may be requested by the Employer. (Position to be equivalent to that of Laborer)

LABORER

This classification, in addition to general labor work, will drive and work the walking self-propelled mowers, chain saws, leaf collector, wood chipper, air compressor and small trucks.

Laborer must be capable of performing first echelon maintenance on equipment in the field.