

THIS DOES NOT
CIRCULATE

AUG 13 1979

9/77 - 12/77

RUTGERS UNIVERSITY

THIS AGREEMENT entered into this 16th day of September, 1977, by and between the CITY OF BRIDGETON, a municipal corporation of the County of Cumberland and the State of New Jersey, hereinafter referred to as the "Employer" or the "City", and the TEAMSTERS LOCAL #676, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union".

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations for the mutual interest of the City of Bridgeton and in its capacity as an Employer, the Employees, the Union and the people of the City of Bridgeton.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

1. RECOGNITION OF UNION

Pursuant to and in accordance with all applicable provisions of Chapter 303 of the Laws of 1968 (N.J.S.A. 34:13A - 5.1 et seq.), the Employer does hereby recognize the Union as the sole and exclusive representative of the employees of the Department of Parks and Recreation and the Division of Streets, and Roads, Division of Water and Division of Sewers of the Department of Public Works, excepting that this representation shall not extend to any management executive nor any supervisor having the power to hire, discharge, discipline or to effectively recommend the same, nor any person who is employed in a clerical or similar position in any of the aforesaid Divisions. The

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representation shall extend to grievances and terms and conditions of employment. The City shall compile a list of individuals together with their job titles excluded from the bargaining unit in each of these Departments.

2. MANAGEMENT RIGHTS AND RESPONSIBILITIES

It is recognized that the management of the Department of Parks and Recreation and the Division of Sewers, Water and Streets and Roads in the Department of Public Works, the control of properties and the maintenance of order and efficiency, is solely a responsibility of the City. Accordingly, the City retains the rights, including but not limited to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons; decide the number and location of its facilities, stations, etc., determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

3. UNION SECURITY AND DUES CHECK OFF

It is further agreed that an employee who withdraws from union membership or cancels his application for membership in the Union as herein provided shall be required to share equally in the cost of maintaining and operating the Union and he shall not be relieved from the payment of union dues deducted in accordance with the authorization signed by the employee nor shall it effect his status as an employee of the City.

The Employer agrees to deduct from the wages of any employees covered by this Agreement, all union membership dues and initiation fees or agency fees uniformly required, if any, as provided in a written authorization form used by the Employer herein, provided that the said form shall be executed by the employee. The written authorization for union dues or agency fees deduction shall remain in full force and effect during the period of this contract; but may be withdrawn at any time by the filing of notice of such withdrawal with the Comptroller of Employer or other proper disbursing officer. The filing of this Notice of Withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which Notice of Withdrawal is filed.

The Employer agrees to provide this service without charge to the Union.

Neither membership in the Union or non-membership shall be a condition of employment or continued employment. Persons shall pay to the Union a service charge equal to the regular and usual dues even though they elect not to be Union members. This also shall affect new employees beginning on the thirtieth (30th) day of employment. It is understood, however, that each employee covered by the Agreement benefits by the existence of this Agreement and as such shall pay the service charge to the properly designated officer of the Union each month which charge shall be paid as a contribution towards the administration of this Agreement and the representation of such employee.

The Union agrees that there shall be no discrimination, intimidation, restraint and coercion by it or its officers, agents or members against any employee who refuses or fails to execute an authorization card.

The Union shall indemnify and save the City harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions

and remitting the same to the Union pursuant to this Article.

4. STEWARD AND ALTERNATES

In each department, employees shall be represented by one Steward or designated representative, who shall be a regular employee working in that Department. In the absence of the Steward or designated representative, an alternate may be appointed by the Union. The Union agrees that it will at all times keep the Department Head advised of the name of the

Steward or designated alternate representing the Union in each Division.

5. PRESENTING A GRIEVANCE

In the event that any difference or a dispute should arise between the City and the Union over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences, immediately and in the following manner; provided the grievance is filed within seven (7) working days of its occurrence or employee knowledge thereof:

- (1) Between the aggrieved employee with or without his Steward, and his immediate Supervisor. If no satisfactory agreement is reached within seven (7) working days, then
- (2) Between the local Union representative in conference with the Department Head. Should no acceptable agreement be reached within an additional seven (7) working days, then
- (3) Between the local Union representative and an appropriate officer approved by the Mayor for appeal. If no satisfactory agreement is reached within fourteen (14) working days, then
- (4) A meeting shall be arranged between at least two (2) and not more than five (5) representatives of the Union and at least two (2) and not more than five (5) representatives of the City. Should no satisfactory agreement be reached, then and only then,
- (5) The matter may be referred to arbitration by the City or Union only.

It is understood that should any grievance proceed to the next step in the procedure as outlined herein, notice in writing shall be given by the Union to the appropriate City official that a grievance has not been resolved in the next proceeding step and said notice shall request that said City official arrange a meeting with the local Union representative

or representatives pursuant to this Section.

It is understood that should any grievance be resolved pursuant to Steps 1 through 4 of this Agreement, both parties to this Agreement shall execute a Memorandum of Agreement setting forth the facts of the grievance and basis for resolving the same, and in any event the answer of the City official pursuant to any step in the grievance procedure shall always be in writing.

Either party may within ten (10) days after the Step 4 meeting request the New Jersey State Mediation Board to submit a list of arbitrators from which the parties may select an arbitrator. The arbitrator shall be limited to the issues presented, and shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or to establish or change any wage rate. The decision shall be final and binding. Any fees or administrative charges for the arbitrator shall be borne equally by both parties. Witness fees, and other expenses shall be borne by the parties respectively.

Unless extended by mutual agreement in writing, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last City answer.

It is specifically understood and agreed that arbitration shall not be obtainable as a matter of right if the grievance:

- (a) Involves the existence of alleged violation of any agreement other than the present Agreement between the parties;
- (b) Involves issues which were discussed at negotiations but not expressly covered by the terms and conditions of this Agreement;
- (c) Involves claims of violations of an allegedly implied or assumed obligation;
- (d) Would require an arbitrator to consider, rule on, or decide the appropriate hourly, salary or

incentive rate at which an employee shall be paid, or the method by which his pay shall be determined;

(e) Would require an arbitrator to consider, rule on or decide any of the following:

(i) The elements of a job assignment.

(ii) The level, title or other designation of an employee's job classification.

(iii) The right of management to assign or re-assign work.

(f) Pertains in any way to the establishment, administration, interpretation or application of insurance, pension, savings or other benefit plans in which covered employees are eligible to participate.

(g) Involves discipline or discharge of employees who have not satisfactorily completed the designated probationary period.

Employees shall have an election as to whether they shall pursue remedies under Civil Service or under the Grievance Procedures set forth herein.

Action beyond Step 2 of the Grievance Procedures shall constitute an election to pursue remedies under the contract.

Action in the form of an appeal to the Civil Service Commission shall constitute an election to pursue remedies under Civil Service.

6. SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the local Union representatives and the Department Head of any office designated by the Mayor upon the request of any of the above named. Such meeting shall be between no more than five (5) and at least two (2) representatives of the Department of the City and no more than five (5) and at least two (2) representatives of the Union.

Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Such conferences shall be held within fourteen (14) calendar days after the request is made.

Problems of health and safety shall be proper subject for discussion at special conferences.

7. VACATIONS

A. Vacation Period:

- (1) Vacations will, insofar as possible, be granted at time most desired by employees according to their seniority. In each department, no more than one (1) employee may be on vacation at the same time unless the Department Head is satisfied that he has sufficient personnel to operate efficiently. Employee shall give notice of vacation period at least two (2) weeks prior to commencement of same. A shorter notice may be granted by Supervisor.
- (2) When an official holiday occurs during a scheduled vacation, the employee shall be entitled to an additional vacation day. He shall also receive holiday pay for such official holiday.
- (3) Eligibility: Employees shall receive the following paid vacations based upon their period of employment:
 - A. 90 days to 1 year - one day for each month of employment retroactive to the date of hire.
 - B. 1 year to 5 years - 12 days.
 - C. 5 years to 10 years - 15 days.
 - D. 10 years to 15 years - 20 days.

E. 15 years to 20 years - 25 days.

F. 20 years or more - 30 days.

To qualify for a full vacation in any given year, an employee must have been continuously employed for his employment year. Employees who are employed for less than a full year shall receive a prorated vacation.

8. HOLIDAY PROVISIONS

A. Employees will receive holiday pay for the following twelve (12) holidays: Christmas Day, Columbus Day, Election Day, Good Friday, Independence Day, Labor Day, Lincoln's Birthday, Memorial Day, New Year's Day, Thanksgiving Day, Veterans Day and Washington's Birthday.

B. Holidays falling on Sunday shall be observed on Monday.

C. Employees who are required to work on a holiday shall receive their holiday pay plus one and one-half times their regular hourly rate.

D. In order to qualify for a holiday except as provided in Section 7 (2) above, the employee shall have worked regularly scheduled days before and after holiday unless excused by the Department Head.

9. PERSONAL DAY

Employees will receive one (1) personal day which will, insofar as possible, be granted at the time most desired by employees according to their seniority. No more than one (1) employee may take a personal day at the same time in any one Division of a Department, unless the Department Head is satisfied he has sufficient personnel to operate efficiently. Employee shall give notice of taking personal day at least 48 hours in advance and the personal day shall be taken only with the approval by the Department Head.

10. LIFE INSURANCE

The present life insurance plan will be continued during

the term of this Agreement.

11. FUNERAL LEAVE

A. If a death occurs among members of the employee's immediate family, the employee will be granted three (3) days leave, which shall not be charged to sick leave.

B. The "immediate family" is defined as wife, husband, son, daughter, father, mother, brother or sister.

C. If death occurs among other relatives of the employee, the employee shall be granted one (1) day leave, to be charged to sick leave.

D. "Other relatives" are defined as grandson, granddaughter, grandmother, grandfather, brother-in-law, sister-in-law, uncle, aunt, mother-in-law and father-in-law.

12. PAST PRIVILEGES

All privileges enjoyed by employees and specifically covered by the attached list, known as Schedule A shall continue as heretofore.

13. EMPLOYEE HEALTH AND SAFETY

In the event any employee covered by this Agreement having duties which take him into a building which he reasonably believes may be dangerous to his health and safety, he shall notify his Supervisor of the dangerous condition. The Supervisor shall immediately inspect the building and report to the Department Head his findings of the conditions in the aforesaid building. If the Department Head finds there is an emergency situation he may order the employee to complete his assigned task. If the Department Head does not find an emergency situation exists, he shall arrange a meeting within three (3) days with the local Union representative and the concerned employee and his Supervisor regarding the condition of the building. At the meeting the parties shall determine the appropriate action to be taken. No employee shall be suspended for failure to obey instructions,

until this meeting shall take place, unless the Department Head shall have determined that an emergency exists.

14. EQUIPMENT

The City agrees to furnish all employees subject to outside working conditions, outer garments, so as to protect said employees from rain. Additionally, the City agrees to furnish all employees covered by this Agreement, having need of safety shoes, safety goggles and hard hats, as determined by the Department Head, the appropriate equipment. It is understood the City will furnish not more than two (2) pairs of safety shoes each year to each employee. Additionally, the City agrees to furnish all permanent employees represented by the Union with working shirts and trousers for use during working hours and to provide laundry service that will assure each employee of five (5) clean uniforms each work week. The City will make every effort to see that the uniforms are laundered and pressed in a satisfactory manner to the employees.

15. SHIFT DIFFERENTIAL

A. Employees who work on afternoon and night shifts shall receive in addition to their regular pay, a premium of ten (10) cents per hour for the afternoon shift and a premium of fifteen (15) cents per hour for the night shift.

B. Shift Premium Times: The afternoon shift shall consist of the full time shift at the sewage treatment plant commencing at the hour of 4:00 P.M. or between the hours of 4:00 P.M. and midnight.

The night shift shall consist of the full-time shift at the sewage treatment plant commencing at the hour of midnight or between the hours of midnight and 8:00 A.M.

16. VETERANS - RESERVES

Nothing in this Agreement shall abridge the rights and preferences of veterans and members of the Armed Forces, as

provided by Federal, State and Local Laws.

17. HOSPITALIZATION - MEDICAL COVERAGE

The Employer agrees to pay the full premium for hospitalization coverage known as "Blue Cross", the medical coverage known as "Blue Shield" and the "Rider 'J'" addendum and Major Medical benefits provided through the State of New Jersey for the employee, his spouse and dependent children.

18. COFFEE BREAKS

Coffee breaks of fifteen (15) minutes, two times per day shall be permitted, except that no afternoon coffee breaks will be taken in the Division of Streets and Roads or the Department of Parks and Recreation. They shall be taken from 10:00 A.M. to 10:15 A.M. and from 2:00 P.M. to 2:15 P.M., except for shift employees, who shall take their breaks as directed by the person in charge of the shift. Coffee breaks shall be taken at other times than provided by this Agreement when a job assigned to an employee or group of employees, by the very nature of the assignment, would require that it be completed without interruption. If this latter eventuality should occur, the coffee break shall be taken prior to starting this assignment or upon completion of the same, provided arrangements are made with the immediate Supervisor.

19. CALL-IN AND REPORTING PAY

A. When an employee is called back to work after his regular work day, he shall be guaranteed no less than two (2) hours of pay at the appropriate rate at which shall be one and one-half times his hourly rate.

B. Any employee covered by this Agreement who shall be called in to work on a Saturday or Sunday, which employee is not otherwise scheduled to work, shall be guaranteed no less than three (3) hours of pay at the appropriate rate which shall be one and one-half times his regular hourly rate.

C. All over time shall be assigned on the basis of seniority, providing the senior man has the necessary qualifications to perform the job to be assigned. The shop steward shall have super seniority providing he has the necessary qualifications to perform, the job to be assigned.

20. ABSENCE WITHOUT LEAVE

An absence of an employee from duty, including an absence for a single day or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of these regulations shall be deemed an absence without leave. Any such absence shall be without pay and may be subject for disciplinary action. In the absence of such disciplinary action, any employee who absents himself for five (5) consecutive days without leave shall be deemed to have terminated his employment. Such action may be reconciled by a subsequent grant of leave at the option of the Department Head.

21. METHOD OF COMPENSATION FOR OVERTIME SERVICE

A. Employee shall receive one and one-half times the regular rate of pay for all hours worked in excess of eight hours per day.

B. An employee covered by this Agreement who performs overtime service in accordance with the provisions of the Agreement shall receive, in addition to his regular weekly compensation, time and one-half his straight time hourly rate for each hour of overtime services.

C. Employees shall not be required to accept compensatory time off in lieu of monetary compensation for overtime services.

22. WORKING IN HIGHER RATED CLASSIFICATION

The practice of appointing employees to work in higher rated classifications in an acting capacity is discouraged. However, if an employee shall work in a position paying an higher hourly rate, such employee shall be paid such higher rate for all full days which he works in such higher classification provided he works at least eight (8) hours in any single day at said higher rate.

23. WORKING HOUR GUARANTEES

Employees covered under this Agreement are guaranteed

an eight (8) hour daily working schedule and a forty (40) hour weekly working schedule provided said employees are ready, willing and able to work these hours. The hours of work for each Division or Department covered by this Agreement shall be as follows:

Department of Parks and Recreation - 7:30 A.M. to 12:00 Noon and 12:30 P.M. to 3:45 P.M.

Division of Streets and Roads - 7:00 A.M. to 12:00 Noon and 12:30 P.M. to 3:15 P.M.

Division of Water - 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 4:30 P.M.

Division of Sewers - 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 4:30 P.M.

24. FEEDING THE ANIMALS

In order to prevent injury to employees engaged in the feeding of dangerous animals in the Cohanzick Zoo, the City agrees that two (2) employees shall be assigned to this task, according to a schedule to be made by the Director of Parks and Recreation.

25. INTERFERENCE WITH WORK

The Union agrees to refrain from engaging in any strike, work stoppage, slowdown or interference of any kind with the operations of the City during the term of this Agreement.

26. MISCELLANEOUS

A. An employee shall perform any reasonable work assignment made by Supervisors, irrespective of their job title, so long as they suffer no reduction in their hourly rate.

B. Contractual Work: The right of contracting or sub-contracting is vested in the City.

27. 1977 - WAGES

It is stipulated and agreed that for the year 1977, City will pay the following hourly rate for the year 1977 retroactive to January 1, 1977:

Equipment and Operator Sweeper	5.34
Equipment Operator	5.34
Heavy Equipment Operator	5.34
Laborer	4.47
Maintenance Repairer	4.47
Pumping Station Operator	5.34
Public Works Repairer	4.47
Senior Maintenance Repairer	5.34
Senior Pumping Station Repairer	5.34
Mechanical Repairer	5.76
Senior Sewer Repairer	5.34
Sewer Repairer	4.47
Senior Water Service Repairer	5.20
Truck Driver	4.47
Water Meter Reader	4.80
Water Meter Repairer	5.34
Water Repairer	4.93
Zoo Maintenance Man	4.58

New employees may be hired at the rate of \$3.18 an hour. After ninety (90) calendar days, the employee shall be paid the appropriate hourly rate for his job classification.

28. COST OF LIVING

It is agreed that no cost of living increases will be paid by the City to employees for the year 1977.

29. PERSONNEL REGULATIONS

It is understood and agreed that the personnel regulations adopted by the City of Bridgeton shall apply to all cases and for all matters not covered by this Agreement.

30. CIVIL SERVICE

The Agreement is intended to comply with all statutes, rules and regulations of the New Jersey Civil Service Commission and in the event there is a conflict, the Rules of the New Jersey Civil Service Commission shall apply.

31. BREACH OF CONTRACT EFFECT

The waiver of any breach of condition of this Agreement by either party shall not constitute a precedent in the further enforcement of the terms and conditions herein.

32. SAVINGS CLAUSE

It is understood and agreed that if any part of this Agreement is in conflict with the law, that such part shall be suspended and the appropriate mandatory provisions shall prevail, and the remainder of this Agreement shall not be affected thereby. Any arbitrator may not be presumed or permitted to be able to make decisions in violation of law.

33. EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete Agreement between the parties, and embodies all terms and conditions governing the employment of employees represented by the Union. The parties acknowledge they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining provided, however, that upon mutual agreement of the parties, which shall be in writing, the parties may further amplify or interpret the terms of this Agreement. Any prior commitment or agreement between the City and the Union or any individual employee covered by this Agreement is hereby superseded.

34. TERM OF CONTRACT

This Agreement shall be in effect until ~~December 31, 1977~~ and thereafter until modified. On or before September 15, 1977, the parties shall meet to discuss and negotiate regarding the terms and conditions of a new Agreement or the extension of this Agreement. If the parties to this Agreement fail to achieve an Agreement by October 15, 1977, a mediator shall be requested jointly by the parties from the Public Employees Relations Commission. If the parties to this Agreement have failed to

achieve an Agreement by November 15, 1977, a fact finder shall be requested jointly by the parties from the Public Employees Relations Commission.

In order to facilitate this Agreement, the City of Bridgeton agrees that on or before August 15, 1977 it shall notify Union that negotiations are to commence on or before September 15, 1977.

IN WITNESS WHEREOF the parties hereto have set their hands and seals on the day and year first above written.

ATTEST:


MATTHEW AARON, CITY CLERK

CITY OF BRIDGETON

BY: 
E. MORGAN MAXWELL, JR.
MAYOR

TEAMSTERS LOCAL #676

BY: 
JOHN P. GREELEY, PRESIDENT

9-15-77