

AGREEMENT

IBT, AGREEMENT, entered into this 14th day of December, 1978. between LOCAL UNION NO. 866, Affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as the "Union, and BERNARDS TOWNSHIP, hereinafter referred to as the "Employer".

The effective date of this agreement is January 1, 1978.

The Employer and the Union agree that the provisions of the Agreement between the Employer and the Union for the period January 1, 1976 through December 31, 1977 shall also be in effect from the period January 1, 1978 through December 31, 1980 with the following exceptions:

The title "Township Administrator" shall be substituted for "Township Engineer" wherever this latter title appears in the 1976-1977 agreement.

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ARTICLE I

RECOGNITION

The entire Article I is replaced by the following paragraph:

The Employer recognizes Local Union No. 866, I.B.T. as the sole and exclusive bargaining agent for all laborers, truck drivers, equipment operators, mechanics, assistant foremen and buildings and grounds maintenancemen in all matters pertaining to rates of pay, wages (salaries), hours of work, benefits, and other terms and conditions of employment. Excluded are all professional and clerical employees, watchmen, guards and all other Township employees and managerial executives and supervisors within the meaning of the Act.

X ← Jan. 1, 1978 - Dec. 31, 1980

ARTICLE VII

JOB BIDDING

Paragraph A is eliminated and the following new paragraph substituted:

A. If the management determines to fill a permanent vacancy (not caused by vacation, illness, leave of absence, or similar reason) a written notice shall be posted on the bulletin boards(s) for a period not to exceed eleven (11) working days. Any employee may fill the job pending the successful bid. The management shall offer the vacancy to the most senior qualified bidder who is capable of performing the job. The establishment of qualifications for jobs is the responsibility of the employer. Any employee who is deemed by management not to qualify for a job must be communicated with by management as to what qualifications management considers absent in him. Whether an employee meets qualifications is subject to the grievance procedure including grievance arbitration. The job vacated by a successful bidder must also be posted and shall be filled in the above prescribed manner.

ARTICLE XIII

FUNERAL LEAVE

The following sentence is added to Paragraph A:

Funeral leave is limited to seventy-two hours (three days).

Brothers-in-law and sisters-in-law are added to the list of relatives contained in Paragraph A.

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

ARTICLE XXV

HOURS OF WORK

The following is substituted for Paragraph A:

A. The normal scheduled hours of work shall be as follows, inclusive of a one-half( $\frac{1}{2}$ ) hour unpaid lunch period:

7:00 A.M. through 3:30 P.M. Monday through Friday, inclusive.

ARTICLE XXVII

SICK LEAVE AND DISABILITY

An entirely new Article XXVII is in effect which reads as follows:

A. Employees who sustain job related sickness, injury, or disability shall be entitled to remain absent from duty and to receive full regular pay for the period of necessary recuperation. Any payment so made shall be reduced by Workmen's Compensation benefits received by the employee.

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

C. For all employees employed prior to January 1, 1978 the following table will determine sick leave available for the year 1978:

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

XXVII. SICK LEAVE AND DISABILITY (continued)

No employees will be granted sick days beyond the amount granted to them for 1978 except through the process described in the following paragraph.

All employees described in Paragraph C will be permitted to accumulate sick days into each subsequent year by an amount equal to fifteen (15) minus the number of sick days taken in a given year.

The maximum number of sick days which an employee may accumulate is one hundred and fifty (150).

Any absences granted as personal days are defined as sick days only in regard to the accumulation of sick days.

D. The following provisions of sick leave are applicable to employees employed after January 1, 1978 for the years 1978, 1979 and 1980.

During the first year of employment, the employee shall earn one day of sick leave for each month of employment. Any of these sick days which are not used by the employee may be carried into the following year.

In each subsequent year, an employee has fifteen (15) sick days available. Any sick days not used may be added to the sick days available for the following year.

The maximum number of sick days that can be accumulated is one hundred and fifty (150).

Any absences granted as personal days are defined as sick days only in regard to the accumulation of sick days.

XXVII. SICK LEAVE AND DISABILITY (Continued)

E. If the amount of sick leave credit provided for under Paragraphs C and D has been or is about to be exhausted, an employee may make application to the Township Committee for an additional allowance. The Committee shall make a determination on the application after reviewing all circumstances, including the employee's attendance record prior to the illness which necessitated the request.

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

G. Upon return to work after an absence of more than five (5) days, the employee must furnish the Public Works Foreman with a physician's statement certifying his fitness to resume his normal work predicated upon a knowledge of the nature of the employee's work.

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

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

ARTICLE XXXIX

UNIFORMS

Article XXXIX has the following new Paragraph A:

ARTICLE XXXIX. UNIFORMS (continued)

A. The employer shall provide and maintain at no cost to the employee the following uniforms:

6 Shirts )  
6 Pants ) To be replaced on annual basis.

2 Light Weight Jackets  
1 Heavy Weight Winter Jacket with Hood  
3 Coveralls - to compensate for the loss of winter uniforms.

The three items above are to be replaced on a fair wear and tear basis.

B. The employer shall supply each employee with safety shoes each year. The Total cost of such shoes shall not exceed the cost of Knapp shoes Model K414 and K92 combined.

ARTICLE XLI

WAGES

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

<u>NAME</u>	<u>CLASSIFICATION</u>	<u>WAGE RATE</u>		
		<u>1978</u>	<u>1979</u>	<u>1980</u>
Delgado, M.	Laborer	\$5.74	\$6.14	\$6.54
Hallgring, J.	Laborer	5.74	6.14	6.54
Honoshowsky, P.	Laborer	5.74	6.14	6.54
Ientile, S.	Truck Driver	5.94	6.34	6.74
Bird, G.	Truck Driver	5.94	6.34	6.74
Franks, J.	Truck Driver	5.94	6.34	6.74
Franks, R.	Truck Driver	5.94	6.34	6.74
Garretson, C.	Truck Driver	5.94	6.34	6.74
Bird, J.	Equipment Operator	6.19	6.59	6.99
Saharic, M.	Equipment Operator	6.19	6.59	6.99
Ujobagy, S.	Mechanic	6.19	6.59	6.99
Tasso, A.	Assistant Foreman	6.89	7.29	7.69
Miller, R.	Assistant Foreman	6.89	7.29	7.69
O'Keefe, N.	Building Maintenceman	5.74	6.19	6.64
Palmer, J.	Grounds Maintenceman	5.84	6.24	6.64

B. Longevity shall be paid to an employee in accordance with the following schedule in the year within such employee's anniversary date

ARTICLE XLI. WAGES (continued)

falls. Longevity shall be paid in the first pay period in December of each year.

<u>YEARS</u>	<u>ANNUAL ENTITLEMENT</u>
5	\$180.00
10	360.00
15	540.00
20	720.00
25	900.00

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

<u>CLASSIFICATION</u>	<u>EFFECTIVE DATE</u>		
	<u>1/1/78</u>	<u>1/1/79</u>	<u>1/1/80</u>
Laborer	<sup>62</sup> \$5.74 <sup>66</sup>	<sup>72</sup> \$6.14 <sup>76</sup>	<sup>82</sup> \$6.54 <sup>86</sup>
Truck Driver	5.94	6.34	6.74
Equipment Operator	6.19	6.59	6.99
Mechanic	6.19	6.59	6.99
Assistant Foreman	6.89	7.29	7.69
Building Maintenceman	5.74	6.19	
Grounds Maintenceman	5.84	6.24	
Building & Grounds Maintenceman			6.64

ARTICLE XLII

TERMINATION

This Agreement shall be in full force and effect from January 1, 1978 through December 31, 1980 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 14th day of December, 1978.

LOCAL UNION NO. 866, affiliated  
with the INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS, CHAUFFEURS, WARE-  
HOUSEMEN AND HELPERS OF AMERICA

BERNARDS TOWNSHIP  
SOMERSET COUNTY, NEW JERSEY

BY

John Koval

BY

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BY

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BY

Frederick C Conley

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