

NORTH BRUNSWICK

THIS DOES NOT
CIRCULATE

1978-1979 Contract
Middlesex 12-15

3-0466

THIS AGREEMENT made this 22nd day of January, 1978, by and between

STORAGE

The Township of North Brunswick, a municipal government in the County of Middlesex, hereinafter referred to as the "EMPLOYER", AND LOCAL NO. 11, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "UNION".

WHEREAS, the Township of North Brunswick has heretofore recognized the Union as the majority representative of the Township's public works employees, excluding all office, clerical employees, supervisors, foremen, administrative personnel, police and firemen, pursuant to Chapter 303, Public Laws of 1968 of the State of New Jersey and,

WHEREAS, the Township and this Union have heretofore entered into negotiations as to various matters concerning the conditions and terms of employment, and

WHEREAS, the Township and the Union now desire to reduce the agreements arrived at by said negotiations to a written agreement.

NOW, THEREFORE, WITNESSETH the parties hereto, namely; the Township and the Union, do agree as follows:

ARTICLE 1 - GENERAL PROVISIONS

Section 1. The provisions of this Agreement shall be applied to all employees covered hereby without discrimination based on age, sex, race, creed, color or union activity.

Section 2. The Township and the Union agree employees may be disciplined or discharged for just cause, subject to civil service law, rules and regulation. Any employee shall, before discipline or discharge be notified of charges and specifications, in writing, together with a date and time of a hearing into said charges and specifications to be held no sooner than five (5) days from the date of receipt

of such notice. A charged employee shall have the right to be represented, examine evidence, present and cross-examine witnesses, present evidence including documents in the possession of the Township, and be free from double jeopardy for a particular alleged offense.

Section 3. A copy of such notice to be sent to the Union office.

ARTICLE 2 - UNION SECURITY

Section 1. Pursuant to Chapter 303, Public Laws of 1968, the Employer agrees that every employee shall have the right to freely join, organize and support the Union and its affiliates for the purpose of engaging in collective negotiations. As a duly elected body exercising Governmental power under the laws of the State of New Jersey, the Employer agrees that it shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968 or other laws of New Jersey and the United States.

Section 2. All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing.

Section 3. It is agreed that at the time of hiring, the Township of North Brunswick will inform newly hired employees who fall within the bargaining unit, that they may join the Union thirty-one (31) calendar days thereafter.

ARTICLE 3 - CHECK-OFF

Section 1. The Employer hereby agrees to deduct from the wages of employees by means of check-off the dues uniformly required by the labor organization pursuant to the provisions of N.J.S. 52:14-15.9E. The Employer, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their

monthly dues and initiation fees. Such deductions shall be made from the first (1st) salary paid to each employee during the month and such deduction made the first month shall be a double deduction and thereafter the regular deduction shall apply to dues owed for the following month.

Section 2. In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the amount of monthly dues and the proper amount of initiation fee, or any back dues owed by the Union member. The total amount deducted shall be paid to the Union within fifteen (15) calendar days after such deduction is made.

Section 3. The Employer agrees to forward the full name and address for all new employees who become eligible for membership and for whom initiation fee is deducted. The Employer further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason thereof.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

Section 1. The normal work week is defined as the period from Monday through Friday, inclusive, and shall be forty (40) hours per week, consisting of eight (8) hours per day.

Section 2. Overtime shall be paid as follows:

- a. Time and one half ($1\frac{1}{2}$) for all work performed after eight (8) hours per day.
- b. Time and one half ($1\frac{1}{2}$) for all work performed on Saturday.
- c. Double time for all work on Sunday.
- d. Double time shall be paid for work performed on any Holiday in addition to Holiday pay.
- e. For any emergency work or snow removal, after twelve (12) hours of continuous work the thirteenth (13th) hour will start at double time and remain to next regular starting time.

Section 3. Anyone on vacation or holiday time shall be considered on time worked.

Section 4. Overtime shall be distributed equally among the employees in each department who choose to work and are available for overtime. A list of employees and their hours of overtime shall be maintained for each department and posted on bulletin boards. Employees who choose not to work their turn on the overtime list shall be charged as having worked the overtime in determining the equal distribution of overtime. The Union will assist the Township in making available sufficient employees for overtime work.

Section 5. An employee shall be eligible for overtime after serving a ninety (90) day probationary period from date of hire.

Section 6. In the event an employee reports for his regularly scheduled work shift without having been previously notified that there is no work the employee shall be guaranteed eight (8) hours pay at his regular rate of pay.

Section 7. In the event an employee is called back to work after conclusion of his normal work shift, the employee will be entitled to a minimum of four (4) hours' pay at the overtime rate.

Section 8. WORK SCHEDULE

8:00 A.M. to 4:30 P.M.

ARTICLE 5 - SENIORITY

Section 1. Seniority is defined as the length of an employee's continuous service with the Township.

Section 2. An employee shall cease to have seniority rights by:

- a. Voluntary quitting.
- b. Justifiable discharge.
- c. Absence beyond an approved period of leave for more than ten (10

days, unless the employee provides a reasonable excuse acceptable to the North Brunswick Township Committee.

- d. The Commission shall supply the Union with an up-to-date Senior List.

Section 3. Seniority shall be applied for the following purpose, in addition to those under Civil Service Law, Rules and Regulations:

- a. Priority selection of vacations.
- b. Rotation of overtime work.

ARTICLE 6 - LAY-OFF AND TERMINATIONS

Section 1. No employee shall be laid off or his work terminated for reasons other than just cause.

Section 2. In the event reduction in force is necessary in any one area or department, the Township will endeavor to place affected employees in available openings in the same area or department or another area or department.

Section 3. At time of layoff, employees shall receive all vacation time due and not taken.

Section 4. In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Township and in accordance to Civil Service Rules and Regulations.

ARTICLE 7 - HOLIDAYS

Section 1. The Township will pay employees for the following unworked holidays:

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

Section 2. If any of the above listed holidays falls on a Saturday, it shall be celebrated on the preceding Friday. If any holiday falls on a Sunday, it shall be celebrated on the following Monday.

Section 3. If a holiday falls during an employee's vacation, he shall be paid for that day as a holiday and it shall not be charged to his vacation time.

Section 4. If an Employee's Birthday falls on any of the holidays listed above, he shall have the right, upon adequate notice to the Employer, to take another work day off, however, not during his vacation period nor the day before or the day after a holiday and shall suffer no loss of pay.

ARTICLE 8 - DEATH IN FAMILY

Section 1. Employees shall receive full salary up to three (3) days in the event of death in the immediate family. Immediate Family shall be defined as father, mother, spouse, children, grandparents, sister, brother, father-in-law and mother-in-law.

Section 2. Employees shall be granted one (1) day off without loss of pay to attend the funeral of any other relative defined as uncle, aunt, nephew, niece, brother-in-law or sister-in-law.

ARTICLE 9 - OVERTIME MEALS

The Township will provide meals for employees working emergency overtime if such work continues past 12:00 midnight and/or past 6:00 A.M. and/or past 6:00 P.M. The Township may, in lieu of providing meals, provide a meal allowance of six dollars and fifty cents (\$6.50) per meal.

ARTICLE 10 - DISABILITY COMPENSATION

The Township agrees to continue the salary of employees injured on the job or work related illness in exchange for assignment to the Township of their lost time payment under workmen's Compensation payments. Such time shall not be charged against Sick Leave.

ARTICLE 11 - SICK LEAVE PAY

Section 1. The Township shall provide sick leave with pay on the basis of one (1) days' leave for each month of service up to December 31st of the employment year and fifteen (15) days sick leave for each calendar year thereafter, the amount to accumulate from year to year to use when needed. Upon retirement, employees shall be paid fifteen (\$15.00) dollars per day for all unused sick days.

Section 1A. Effective January 22, 1979, upon retirement employees shall be paid twenty (\$20.00) dollars per day for all unused sick days.

Section 2. A doctor's certificate is required for sick leave of five (5) days or more, consecutively.

Section 3. Employees shall be entitled to three (3) days for Personal Leave of absence in the year. Unused personal days shall be accumulated.

ARTICLE 12 - VACATIONS

Section 1. The Township agrees to provide the following vacation schedule effective January 1, 1977:

LENGTH OF SERVICE

Less than one (1) year

One (1) year but less than five (5)

Five (5) years but less than ten (10)

VACATION ALLOWED

One (1) day for each month of service up to twelve (12) days.

Thirteen (13) days.

Sixteen (16) days.

Ten (10) years

Twenty-one (21) days.

Ten (10) years and over

One (1) additional day for each two (2) years of service after ten (10) years.

Section 2. The vacation period shall begin on January 1st of each year.

Section 3. Employees shall not be required to work on any day which is a vacation day.

ARTICLE 13 - HOSPITALIZATION AND WELFARE BENEFITS

The Township agrees to continue, at no cost to the employees, the present Hospital-Surgical-Major Medical Plan. The Township agrees to provide \$1.00 deductible Prescription Plan coverage at no cost to the employee. If any other Borough employee receives dental benefits, the employees covered by this Agreement will receive same. Said Plans to cover the employee and their dependents.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 1. If an employee or a group of employees shall have a grievance or complaint, an earnest effort shall be made to resolve it promptly through the following procedure:

STEP 1. The grievance or complaint shall be presented to the immediate supervisor within ten (10) days of the occurrence giving rise to the grievance and the supervisor shall reply within twenty-four (24) hours. Failure to reply within twenty-four (24) hours, shall constitute a denial.

STEP 2. If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to writing and the Shop Steward shall serve

same upon the Board Secretary no later than three (3) working days following the meeting of the employee, Shop Steward and Supervisor as set out in Step 1. No later than ten (10) working days thereafter, the grievance shall be discussed between the designated representative of the employer and a representative of the Union. A written decision shall be given to the Union no later than twenty (20) days thereafter.

STEP 3. In the event the grievance is not satisfactorily settled by the written decision in Step 2, thereafter both parties agree that within ten (10) days either party may request the New Jersey State Board of Mediation to appoint an arbitrator who shall have full power to hear and determine the dispute and the arbitrator's decision shall be final and binding.

Section 2. The cost of arbitration, if any, shall be shared equally by the employer and the Union.

Section 3. No dispute arising out of any question pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

Section 4. The arbitrator shall issue his decision no later than thirty (30) days from the date of the closing of the hearings or, if oral hearings have been waived, then from the date of the transmitting of the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his decisions strictly to the application and interpretation of the provisions of this Agreement and shall be without power or

authority to make any decision:

1. Contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law.

2. Limiting or interfering in any way with the powers, duties, and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of law.

Section 3. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the employer to take the action complained of, subject however, to the decision of the arbitrator.

ARTICLE 15 - WORKING CONDITIONS

Section 1. The Township agrees to permit the posting of notices and Union information on Union Bulletin Boards in each area where Union employees are assigned.

Section 2. Whenever possible, employees shall be assigned work within their job classification. In no event shall an employee be assigned the work of a higher classification when an employee in the higher classification is available to do the work. When an employee is assigned the work of a higher classification, he shall be paid for such time at the higher rate of pay, for example, a laborer required to drive a truck shall be paid the truck driver's rate for such work.

Section 3. Temporary assignments to higher rated work shall be on a seniority basis, provided employees are capable of performing the work.

Section 4. No employee shall be required to operate equipment, drive or be driven in a vehicle, which is in an unsafe condition.

Section 5. Employees shall be furnished with the following:

- a. Foul weather gear, including boots, which shall be pull over type.
- b. Work gloves as needed.
- c. A two hundred and twenty-five (\$225.00) dollar allowance, each year, for uniforms, safety shoes and Winter jacket.
- d. Jury Duty - difference between full salary and Jury Duty pay.
- e. Military Duty - difference between full salary and Military Duty Pay.

ARTICLE 16 - LONGEVITY

Section 1. In addition to wages, employees shall receive a longevity bonus in accordance with the following schedule:

<u>YEARS OF SERVICE - ANNIVERSARY DATE</u>	<u>PERCENTAGE OF ANNUAL PAY</u>
Five (5) Years	2 per cent
Ten (10) Years	3 per cent
Fifteen (15) Years	4 per cent
Twenty (20) Years	5 per cent

ARTICLE 17 - MISCELLANEOUS CONDITIONS

Section 1. No employee shall make or be requested to make any agreement, or to enter into any understanding inconsistent or conflicting with the terms and conditions of this Agreement.

Section 2. No clause in this Agreement shall be construed or interpreted as to imply any lowering of present wages or working conditions which are of benefit to all employees.

ARTICLE 18 - WAGES

Section 1. Each employee shall receive an increase in his wages in the amount of twenty-five (\$.25) cents per hour over his 1977 wages. This amount shall be retroactive to January 1, 1978 and is to cover the period from January 1, 1978 to December 31, 1978.

Section 2. Each employee shall receive an increase in his wages in the amount of thirty-five (\$.35) cents per hour over his 1978 wages. This amount shall be retroactive to January 1, 1979 and is to cover the period from January 1, 1979 to December 31, 1979.

ARTICLE 19 - DURATION OF AGREEMENT

This Agreement shall become effective as of January 1, 1978. It shall be binding upon the Township and the Union until December 31, 1979 and thereafter, unless either party gives notice in writing sixty (60) days prior to the expiration date to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officials as of the day and year first above written.

TOWNSHIP OF NORTH BRUNSWICK
DEPARTMENT OF PUBLIC WORKS

LOCAL NO. 11, INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA

BY: *[Signature]*
174/17

BY: _____
COMMITTEE: *A. Guerrero*
Douglas G Robertson
Joseph H. Mazza
Joseph Carroll
John Novybe Jr
Michael Nemeth