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19-02
AGREEMENT

Between:

TOWNSHIP OF BERNARDS,
SOMERSET COUNTY, NEW JERSEY

and

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

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RUTGERS UNIVERSITY

January 1, 1974, through December 31, 1975

Table of Contents continued. . .

XXIII	LAYOFFS AND RECALL	25
XXIV	BAN ON STRIKES	26
XXV	HOURS OF WORK	27
XXVI	PAY DAY	29
XXVII	SICK LEAVE AND DISABILITY	30
XXVIII	WORKING AT DIFFERENT RATES	32
XXIX	REPORT TIME	33
XXX	PERSONAL DAYS	34
XXXI	HOLIDAYS	35
XXXII	VACATIONS	36
XXXIII	PREMIUM PAY	38
XXXIV	SENIORITY	39
XXXV	COMPENSATION CLAIMS	40
XXXVI	GROUP INSURANCE AND PENSION	41
XXXVII	INSURANCE - HEALTH CARE	42
XXXVIII	SANITARY CONDITIONS	43
XXXIX	UNIFORMS	44
XL	SUBCONTRACTING	45
XLI	WAGES	46
XLII	TERMINATION	47

ARTICLE II

DUES CHECK-OFF

- A. The employer agrees that it will, on the first payroll in each month, deduct the Union dues from the pay of each employee who is a member of the Union and transmit the same with a list of such employees to the Secretary-Treasurer of Local Union 866 within ten (10) days after dues are deducted.
- B. After a Union employee has been employed for thirty-one (31) days, the employer agrees to deduct the initiation fee in four (4) consecutive weekly payments and to transmit the same as above set forth.
- C. The Union agrees to furnish written authorization, in accordance with law, from each employee authorizing these deductions.
- D. The Union will furnish the employer a written statement of the dues and initiation fees to be deducted.

ARTICLE IV

BULLETIN BOARD

The employer agrees to give use of the bulletin board located in the Road Department office for the posting of notices relating to official business of the Union. A copy of the posted notice will be submitted to the Township Engineer.

ARTICLE VI

JOB STEWARDS

- A. The employer recognizes the right of the Union to designate Job Stewards and alternates.
- B. 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 the collective bargaining agreement.
 2. The transmission of messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information contain a signature of a duly authorized agent and are of a routine nature.
- C. Job Stewards and alternates have no authority to take strike, action or any other action interrupting the Township's business.
- D. The employer recognizes these limitations upon the authority of Job Stewards and alternates, and shall not hold the Union liable for any unauthorized acts. The employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Job Stewards or alternate has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.
- E. Stewards shall be permitted to investigate, present and process grievances on or off the property of the Employer, without loss

ARTICLE VII

JOB BIDDING

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 board(s) for a period not to exceed eleven (11) working days. Any employee may apply for the vacancy in writing during that posting period. The Township 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 issue of qualification may be subject to Grievance Arbitration. If no employee has bid, or the management determines that no bidder has the appropriate qualifications, the vacancy may be filled by outside hiring. The job vacated by a successful bidder, must also be posted and shall be filled in the above prescribed manner.

B. Up to the first sixty (60) days of actual time on the job, shall be considered a trial period. During the trial period, an employee will be advised on two (2) occasions of his progress in the presence of the Shop Steward. Any deficiencies in his performance of the new job, will be specified and methods for improvement demonstrated to him. If the Management determines that the job is not being satisfactorily performed, the employee shall be returned to his former job and the position shall be given by management to the next qualified senior bidder. A successful bidder may be restricted from bidding more than once in a twelve (12) month period.

ARTICLE IX

MILITARY CLAUSE

A. Any regular employee who is called into active service, or who volunteers for service, in the Armed Forces of the United States, shall be given a leave of absence for, and will accumulate seniority during such period of service not to exceed four (4) years. Upon the termination of such service he will be reemployed at the rate of pay prevailing for work to which he is assigned at the time of his reemployment, provided, however, he has not been dishonorably discharged, his job or a comparable job is available, he is physically, mentally and emotionally able to perform such work, and he makes written application for reinstatement within ninety (90) days after discharge. Such employees shall be granted all rights and privileges secured by the Universal Service Act.

B. Any employee required to be absent from work because of Annual Active Duty Training shall receive the difference between base rate for military duty and their regular straight-time rate for such Annual Active Duty Training. Proof of required service and of pay received may be requested by the Director.

ARTICLE XI

GRIEVANCE AND ARBITRATION PROCEDURE

A. In the event that any difference or dispute should arise between the Township and the Union, or its represented personnel employed by the Township, 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 in writing within ten (10) working days of its occurrence:

1. Between the aggrieved employee, with the Steward and the immediate supervisor. The supervisor shall answer the grievance in writing. If no satisfactory agreement in writing is reached within five (5) days thereafter, a hearing should take place.

2. Between an official of the Union, in conference with the Township designee. The Steward and aggrieved employee shall also be present. Should no acceptable agreement be reached within an additional five (5) working days,

3. The matter may be referred to arbitration by the Township or the Union only.

B. Either party may within the stipulated five (5) days after the Step 2 meeting request the Federal Mediation and Conciliation service 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

ARTICLE XII

MANAGEMENT RESPONSIBILITY

A. Except as they may be in any wise limited, modified or otherwise provided for in this Agreement, it is recognized that the management of the Township Government, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Township. Accordingly, the Township retains the rights, including but not limited, to select and direct the working forces, including the right 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 or work, together with the selection, procurement, designing, engineering and the control of equipment and materials, purchase services of others, or make and enforce reasonable rules.

B. This provision shall not be construed to deny the Union its bargaining and representative rights in any of these matters.

ARTICLE XIV

JURY DUTY

A. A regular full-time employee only, who loses time from his job because of jury duty as certified by the Clerk of the Court, shall be paid by the Township the difference between his daily job rate up to a maximum of fifteen (15) work days over two (2) calendar years, subject to the following conditions:

1. When jury service is completed prior to 1:00 p.m. the employee is required to telephone the Township office and report to work if requested.
2. The employee must notify his supervisor immediately upon receipt of a summons for jury service.
3. This section does not apply where an employee voluntarily seeks jury service.
4. At the Township's request, adequate proof must be presented of time served on a jury and the amount received for such service.

ARTICLE XVI

JOB CLASSIFICATION SHEETS

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

B. At least thirty (30) days before putting a new classification into effect, the employer shall give the Union a job classification sheet for discussion and for the purpose of negotiating a rate. The employer agrees that in establishing anew classification, the existing classifications at that time will not in any way be eroded. The Union may recommend changes in the classification sheet.

ARTICLE XVIII

SUPERVISORS

A. In order to assure an orderly understanding of authority of supervisors for job assignments and instructions, the Township shall designate by name those persons with such authority in each department and post notices of such designation in each department.

B. Supervisors shall not perform unit work unless manpower able and willing to do the job is not available. This shall not mean that supervisors cannot help out in emergencies and render assistance when necessary to overcome difficulties that interrupt work flow, nor shall it be construed to prohibit supervisors from performing work while instructing, experimenting, or doing research and development for improvement of methods and procedures.

C. This provision is not intended to be used to deprive employees earning.

ARTICLE XX

SEPARATION OF EMPLOYMENT

A. Upon discharge the employer shall pay all money including pro-rata vacation pay due to the employee.

B. Upon quitting, the employer shall pay all money due to the employee including pro-rata vacation pay on the pay day in the week following such quitting, provided one week's notice of such quitting is given by the employee unless the Township waives this requirement, and provided further that separated employee shall return all clothing and equipment furnished by the Township.

ARTICLE XXII

SAFETY

- A. 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 either determine and advise how the work can be performed safely or will stop the work.
- B. The employer will provide proper safety equipment to employees. Vehicles, shall be equipped with flashers which shall be conspicuously mounted and other safety equipment to meet D.O.T. requirements.
- C. All employees shall observe rules in the performance of their assignments. In addition, employees shall extend safety consideration to residents and vehicular traffic in accordance with the instructions of the supervisors.
- D. Employees who violate safety rules may be subject to disciplinary action.

ARTICLE XXIV

BAN ON STRIKES

- A. It is recognized that the need for continued and uninterrupted operation of the Township's departments and agencies is a paramount importance to the citizens of the community and that there should be no interference with such operation.
- B. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that there will not be and that the Association, its officers, members, agents, or principles will not engage in, encourage, sanction, or suggest, strikes, slowdowns, or other similar action which would involve suspension of or interference with normal work performance.
- C. The Township shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting, or participating in a strike, slowdown, or other such interference.
- D. The Township agrees that it will not lockout employees.

of ten (10) consecutive hours and each subsequent continuous four (4) hours.

3. Employees engaged in snow removal or sanding shall be given a one (1) hour rest each four (4) hours. Such rest period shall include the one-half (1/2) hour lunch period. Such rest periods shall be staggered.

4. Each employee shall be allowed a fifteen (15) minute break during the morning work period. A ten (10) minute period shall be allowed to wash-up immediately prior to quitting time.

5. The employer agrees not to require or in any way solicit any employee to take time off to compensate for overtime worked. There shall be no pyramiding of overtime.

ARTICLE XXVII

SICK LEAVE AND DISABILITY

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. A sickness, injury, or disability is job related if it occurs during or results from the performance of the employee's duties.

C. Employees who sustain sickness, injury or disability unrelated to the performance of their duties shall be entitled to remain absent from duty and receive pay as follows:

Less than 1 year	5
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

D. 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 Township Engineer an appropriate physician's statement, including a description of the ailment and its prognosis.

E. Upon return to work after an absence of five (5) or more days, the employee must furnish the Township Engineer with a physician's

ARTICLE XXVIII

WORKING AT DIFFERENT RATES

A. An employee assigned to a classification with a higher rate of pay shall be paid the higher rate of pay in accordance with the following schedule:

1. An employee working at a higher rate less than four (4) hours will receive four (4) hours' pay, if he works more than four (4) hours he shall receive eight (8) hours' pay at the higher rate.
2. The same rules for payment of a higher rate shall apply to overtime hours, except that the hours paid for at the higher rate shall not exceed the total overtime hours worked.

ARTICLE XXX

PERSONAL DAYS

- A. Should anyone request a personal day off, the matter shall be left to the discretion of the Township Committee or its designee.
- B. The employer recognizes that the employees may require personal time off. Should an employee require personal time off, he shall make the request of the Township Committee, or its designee, in writing at least forty-eight (48) hours in advance of the time off requested, except in case of an emergency. The Township's answer, also in writing, shall be provided no later than the day before the personal day requested.
- C. When personal time off is granted, it shall be with pay.
- D. The employee agrees to be reasonable and equitable in its administration of this policy.

ARTICLE XXXII

VACATIONS

A. Effective January 2, 1974, employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

	<u>Vacation Time</u>
1 but less than 3 years	10 days
3 but less than 5 years	13 days
5 but less than 10 years	15 days
10 but less than 15 years	18 days
15 or more years	20 days

B. Vacation entitlement shall be based on employment from the last date of hire.

C. Vacation entitlement will be used in the year it is earned. Should the vacation be taken the following year for the convenience of the Township, it shall be paid for at the rate then prevailing. Other than for the exception noted herein vacation shall be paid on the basis of the salary which is in effect at the time the vacation should have been taken.

D. Vacation shall normally begin following the regular "day off" of the employee.

E. The vacation period shall be the calendar year from the first day of January to the 31st day of December.

F. Vacations shall be scheduled by the Township Engineer, giving preference to employee choice according to seniority and needs of

ARTICLE XXXIII

PREMIUM PAY

- A. The Township agrees to pay overtime at the rate of one and one-half (1 1/2) times the regular rate for all hours worked in excess of eight (8) hours per day and forty (40) hours per week. Time and one-half (1 1/2) shall also be paid for all hours worked on a holiday, except that work performed on Thanksgiving Day, Christmas Day and New Year's Day shall be paid for at two (2) times the straight time hourly rate.
- B. Two (2) times the straight time hourly rate of pay shall be paid for all hours worked on a Sunday.
- C. Authorized and paid for absences shall be counted as hours worked in computing overtime pay.
- D. Opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earnings within each class of work, provided the employee is qualified available and willing to perform the overtime assignment.

ARTICLE XXXV

COMPENSATION CLAIMS

A. 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.

B. In the event that an employee is injured on the job the employer shall pay such employee his day's pay for that day 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 the balance of his regular shift or call in guarantee 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. Upon his return the employee shall supply the Township with a medical certificate establishing his fitness and capability of doing his assigned job.

C. The employee shall be paid his daily rate minus any workmen's compensation payments received by him during his absence from the job.

ARTICLE XXXVII

INSURANCE - HEALTH CARE

- A. The employer agrees to continue to provide each employee with dependent coverage, the present benefits contained in the New Jersey Public & School Employees Health Benefit Act.
- B. The employer agrees to pay the full cost for the above described program.
- C. The employees may not elect to receive the cash value in lieu of the program.

ARTICLE XXXIX

UNIFORMS

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

Summer

5 pairs pants

5 shirts

Winter

5 pairs pants

5 shirts

1 jacket

1 hat

B. The employer shall also provide each employee with protective clothing or equipment necessary to perform his duties including two (2) pairs of safety shoes (one for summer and one for winter).

C. The employer shall replace uniforms, protective clothing and other issued equipment on a fair, wear, and tear basis.

D. Uniforms are to be worn only when employees are on duty and for no other purpose.

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>1974 Wage Rate</u>	<u>1975 Wage Rate</u>
Ientile, S.	Mason-Laborer	\$4.46	\$4.76 7%
Fantina, M.	Laborer	4.31	4.61 7%
Appollo, K.	Truck Driver	4.41	4.81 9%
Bird, G.	Truck Driver	4.41	4.81 9%
Frank, J.	Truck Driver	4.41	4.81 9%
Frank, R.	Truck Driver	4.41	4.81 9%
Garretson, C.	Truck Driver	4.41	4.81 9%
Bird, J.	Equip. Operator	4.76	5.06 7%
Saharic	Equip. Operator	4.56	5.06 11%
Ujobagy, S.	Mechanic	4.76	5.06 7%
Tasso, A.	Asst. Foreman	5.46	5.76 6%
Miller, R.	Asst. Foreman	5.46	5.76 6%

B. Longevity shall be paid to an employee in accordance with the following schedule in the year within such employee's anniversary date falls. Longevity shall be paid in the first pay period in December of each year.

<u>Years</u>	<u>Ann. Entitlement</u>
5	\$180.00
10	360.00
15	540.00
20	720.00
25	900.00

ARTICLE XLII

TERMINATION

This Agreement shall be in full force and effect from January 1, 1974, through December 31, 1975, 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.

This Agreement shall be reopened November 1, 1975, for consideration of longevity only. The parties agree to meet as soon as practicable to discuss these issues after November 1, 1975.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 18th day of September, 1974.

LOCAL UNION NO. 866 AFFILIATED
WITH THE INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS, WARE-
HOUSEMEN AND HELPERS OF AMERICA

By: Ronald J. Franko
Ronald J. Franko
Ronald J. Franko

BERNARDS TOWNSHIP,
SOMERSET COUNTY, NEW JER.

By: Robert M. Deane
Robert M. Deane
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