

Contract no. 624

BOROUGH OF BOUND BROOK
DEPARTMENT OF PUBLIC WORKS
AFSCME LOCAL 2168

JANUARY 1, 1991 - DECEMBER 31, 1992

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

RUTGERS UNIVERSITY

I N D E X

<u>ARTICLE</u>	<u>PAGE</u>
1. Preamble.....	3
2. Recognition.....	3
3. Dues Check-Off.....	3
4. Salary.....	4
5. Hours of Work and Overtime.....	4&5
6. Pension and Medical Benefits.....	5
7. Holidays.....	5&6
8. Funeral Leave.....	6
9. Vacation.....	6
10. Clothing.....	6&7
11. Stand-by Pay.....	7
12. Sick Leave.....	7
13. Disability.....	8
14. Grievance Procedure.....	8
15. Seniority and Layoffs.....	8&9
16. Job Posting.....	9
17. Out of Title Work.....	9
18. Management Rights.....	10
19. Termination.....	10&11

ARTICLE 1

PREAMBLE

This Agreement is entered into this 21st day of December, 1990, between the Borough of Bound Brook hereinafter referred to as the Borough and the American Federation of State, County and Municipal Employees. AFSCME, Local 2168 of Council #73, Bound Brook Department of Public Works, hereinafter referred to as the Union.

ARTICLE 2

RECOGNITION

The Borough recognizes the Union as the sole and exclusive collective bargaining agent for all heavy equipment operators, drivers, mechanics, labor specialists, and laborers in the Public Works Department. In the event any new job titles are created, the Borough will notify the Union of the title and rate of pay for the title.

ARTICLE 3

DUES CHECK-OFF

The Borough agrees to deduct from the salaries of its employees subject to this Agreement dues from the Union. Such deduction shall be made in compliance with N.J.S.A. 52:14-15.9(e), as amended. Said monies, together with records of any corrections, shall be transmitted to the Union office by the end of the next month following the monthly pay period in which deductions were made.

If there shall be any change in the rate of membership dues during the life of this Agreement, the Union shall furnish to the Borough written notice prior to the effective date of such change.

The Union will provide the necessary check-off authorization forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the designated Borough officials, as provided in N.J.S.A. 52:14-15.9(e) as amended. The authorization to deduct full union dues may be revoked by an employee during the period June 15 to June 25 of any year, by written notice to the Borough.

The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Borough in reliance upon the salary deduction authorization cards submitted by the Union to the Borough.

ARTICLE 4

SALARY

The following hourly wages shall be effective on the stated dates for bargaining unit employees:

	<u>Effective-1/1/91</u>	<u>Effective 1/1/92</u>
Mechanic	\$12.56	\$13.25
Assistant Mechanic	\$12.42	\$13.10
DPW Equipment Operator (drives garbage, truck, sweeper, plow, front-end loader)	\$12.42	\$13.10
Driver (drives dump truck and pickup)	\$12.06	\$12.72
Laborer....A	\$11.60	\$12.24
....B	\$10.98	\$11.58
....C	\$10.06	\$10.61
....D	\$ 9.04	\$ 9.54

The Mechanic must be certified in diesel and gas engines. The Mechanic will attend the appropriate course, if necessary, as soon as possible to be certified, and when he achieves a C or better grade the Borough will pay full cost for tuition for the course. The Mechanic will supply his own tools which the Borough will cover under its insurance.

ARTICLE 5

HOURS OF WORK AND OVERTIME

The normal hours of work shall consist of eight hours per day and forty hours per week, Monday through Friday, with the exception of two of the least senior employees or volunteers with valid New Jersey Driver's License working Sunday instead of Friday and receiving \$25.00 extra pay for each Sunday.

Employees shall be entitled to a ½ hour lunch period and one 15 minute break.

All work performed in excess of eight hours per day shall be compensated for at time and one-half the normal hourly rate, regardless of whether such work is performed prior to or after the regularly scheduled work hours performed by each employee under this Agreement.

ARTICLE 5 (CONTINUED)

HOURS OF WORK AND OVERTIME

Any overtime occurring after a shift has ended shall result in at least 4 hours pay at overtime rate. Any overtime occurring prior to a shift beginning shall result in overtime pay only for the actual amount of time worked. Overtime will be offered to each employee on a rotational basis within classification. The rotation list will be posted, to be updated monthly.

After an employee works six (6) consecutive hours of overtime, a \$5 meal allowance shall be given to him.

If an employee works on a contractual holiday, he shall be paid for the holiday, plus time and one-half for the time actually worked with the exception of Thanksgiving, Christmas, and New Year's Day. On these three major holidays, the employee shall receive double-time for the hours actually worked, plus the holiday pay.

ARTICLE 6

PENSION AND MEDICAL BENEFITS

The Borough will cover all bargaining unit members under the Public Employees Retirement System.

All bargaining unit members will be covered, as shall members of their immediate family, for medical and hospital expenses, including Major Medical coverage, through the State Health Benefits Program at the sole expense of the Borough.

ARTICLE 7

HOLIDAYS

The Borough designated the following holidays for 1991-1992:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	General Election Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	2 Floating Holidays

All employees will use one floating holiday on the Friday after Thanksgiving. With respect to the other floating holiday, it shall be designated by the Union at least 10 working days prior to the day selected and is subject to the approval of the Borough.

ARTICLE 8
FUNERAL LEAVE

Wages up to three (3) days shall be paid during the absence from duty of employees when such absence is caused by the death and attendance at the funeral of the employee's spouse, child, mother, father, sister, brother, grandparent, mother-in-law, or father-in-law.

ARTICLE 9
VACATION

Employees shall be granted vacation leave with pay in accordance with the following schedule:

<u>COMPLETED EMPLOYMENT</u>	<u>VACATION TIME</u>
6 months, but less than 1 year	5 working days
1 year, but less than 6 years	10 working days
6 years, but less than 15 years	15 working days
15 years, but less than 20 years	20 working days
20 years or more	25 working days

Choice of vacations shall be determined in order of seniority, provided, however, that no employee bids for more than two (2) weeks of his vacation at one time in preference to employees with lesser seniority.

Whenever an employee dies having to his credit any annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of his death.

ARTICLE 10
CLOTHING

Each employee shall be provided with a clothing allowance of \$500 for 1991 and \$500 for 1992. This allowance shall cover the purchase and maintenance of uniforms. The Borough shall establish a code for the uniforms.

The Borough shall pay this allowance in separate checks; \$250 on the first pay period in January and \$250 on the first pay period in May. In addition, each employee will be provided with one pair of safety shoes per year.

ARTICLE 10 (CONTINUED)

CLOTHING

The Borough shall continue to buy rain gear or bunker suits, rubber boots, regular and rubber gloves for the employees. The Borough shall distribute rain gear and rubber boots to the employees on or before January 15 of each year of the Contract. The Borough also agrees to provide each employee with one winter coat every two years. The employee may keep his used coat.

The Borough shall distribute four (4) pairs of rubber gloves and four (4) pairs of work gloves to the employees; one pair to each employee on a quarterly basis for every year of the contract.

ARTICLE 11

STANDY-BY PAY

An employee on stand-by shall be compensated at the rate of \$15 per week, provided that the employee on a stand-by status respond at least once if called when on such status.

ARTICLE 12

SICK LEAVE

Employees shall be granted sick leave with pay according to the following schedule:

COMPLETED EMPLOYMENT

Four months and less than one year
One year and less than six years
Six years and less than ten years
Ten years or more

SICK LEAVE

5 working days
10 working days
15 working days
20 working days

Sick leave shall be governed by Section 3-8 of the Revised General Ordinances of the Borough of Bound Brook with the following changes:

- A. A maximum of thirty (30) unused sick days may be accumulated and carried from 1991 to 1992. A maximum of forty (40) unused sick days may be accumulated and carried from 1992 to 1993.
- B. A doctor's certificate shall be required upon 3 or more days absence from duty. At the discretion of the Superintendent of Public Works and/or the Public Works Commission a doctor's certificate may be required at any time but such requirement shall not be made arbitrarily or capriciously.
- C. Any employee who utilizes 50% or less of his allowed sick days in any calendar year shall be entitled to two personal days off in the following year. These days shall be requested and approved in advance of their being taken.

ARTICLE 13
DISABILITY

A disability plan shall be established providing disability insurance paid by the Borough. Disability cannot be used unless all sick days have been exhausted.

ARTICLE 14
GRIEVANCE PROCEDURE

The discipline procedure shall be in accordance with Section 3-10 of the Revised General Ordinances. The grievance procedure shall be in accordance with Section 3-9 of the Ordinances with the following addition. If the matter (grievance) is not resolved by the Borough Council, it may be appealed to a tribunal (see attached memorandum of agreement). Said tribunal will have the authority to remedy all disputes and the decision of the tribunal is binding upon both parties.

ARTICLE 15
SENIORITY & LAYOFFS

- 1. In the event of layoffs, community service workers will be laid off before bargaining unit employees.*
- 2. Seniority shall be based upon length of continuous service with the Borough. When it is necessary to lay off employees, the Union shall be notified one (1) month before lay off notices are sent to the affected employees. The affected employees shall be notified fourteen (14) calendar days before receiving a layoff notice. In the event of a layoff, the employee with the least seniority regardless of classification shall be laid off first unless the employee fills a job that no other employee is qualified to fill.
Recall of employees shall be in the inverse order of layoff, provided said recalled employees are able to perform the remaining jobs, and if not, then the recall shall be by classification.*

ARTICLE 15 (CONTINUED)
SENIORITY & LAYOFFS

3. The laid off person may first bump the person with the least seniority in another job classification at the same salary level. If there is no one with less seniority at the same salary level, the laid off person may bump the person with the least seniority in the job classification in the next salary level below his salary level. If there is no one to bump at that level, he may continue to seek someone to bump at each lower salary level. Any employee bumped through this process has the same layoff and bumping rights. A person bumping into a position must have the qualifications for that position.
4. The local union president, shall be considered to have super seniority and therefore shall be the last to be laid off.

ARTICLE 16
JOB POSTING

When a temporary or permanent position in the bargaining unit becomes open, it shall be posted for five (5) days. The most senior qualified bargaining unit member who has applied for the job shall be chosen. If there are no qualified bargaining unit members who have bid on the job, then the Borough may hire from outside the bargaining unit.

All newly hired employees shall be paid at the minimum of the job title range.

ARTICLE 17
OUT OF TITLE WORK

Anyone working above his job title for three (3) days in any week shall receive the compensation of the higher job title for the hours worked.

A laborer shall receive \$1.50 more an hour when doing the job of bucket operator.

ARTICLE 18
MANAGEMENT RIGHTS

1. *Except as specifically limited by and subject to the provisions of this Agreement, the Borough hereby retains its managerial and administrative rights and authority. Nothing in this Agreement shall limit the Borough's right to manage its business including, but not limited to, the right to determine:*
 - a. *The number of employees to be utilized;*
 - b. *The scheduling of work shifts subject to the limitations of this Agreement;*
 - c. *The equipment and procedures to be utilized.*
2. *Except as specifically limited by and subject to the provisions of this Agreement, the Borough retains the right to hire, to assign, transfer, maintain discipline and efficiency of members of the bargaining unit, select the work force as required by management, select persons for promotion or transfer to supervisory or other positions outside the bargaining unit, increase and decrease the size of the work force, hire temporary and part-time employees, determine the days of work, establish and maintain sufficient work schedules and assign employees to hours of work, shifts and overtime.*
3. *Subject to the other provision of this Agreement, the Borough has the right to adopt reasonable rules and regulations and administer the same.*

ARTICLE 19
TERMINATION

This Agreement shall be effective as of January 1, 1991 and shall remain in full force and effect until December 31, 1992.

It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin not later than thirty (30) days after the giving of said notice.

ARTICLE 19 (CONTINUED)
TERMINATION

IN WITNESS WHEREOF, the parties have entered into this Agreement and caused same to be executed by its respective officers or agents on the 21st day of December, 1990.

BOROUGH OF BOUND BROOK

BY: *James J. Zwick*
BY: *[Signature]*
BY: *Ron [Signature]*
BY: _____

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFSCME COUNCIL 73, AND ITS BOUND BROOK BLUE COLLAR EMPLOYEE UNIT, LOCAL 2168

BY: *Ernie J. Smith*
BY: _____
BY: _____
BY: _____

MEMO TO : AFSCME Local 2168
MEMO FROM: James C. Steinruck
SUBJECT : Grievance and Arbitration Agreement
DATE : December 4, 1990

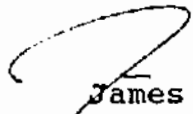
Pursuant to our meeting of December 3, 1990 I would like to detail specific items regarding the above named clause in the contract. This agreement is tentative based upon ratification of the contract whereas it will become an addendum to the contract for the duration of same.

The Borough and the Union both hereby agree to an additional step to be added to the grievance clause # 14 of the contract.

Said step will consist of a tribunal to be established to review and render a final decision of all grievances if the grievance is not resolved by the Borough Council. The tribunal will have final authority and all decisions rendered by this step will be binding upon both the Borough and the Union.

By mutual agreement the tribunal will consist of the Clerk/Administrator of the Borough and two members of the Borough Council inclusive of Mr. James Steinruck.

For the duration of the current contract, Mr. Steinruck agrees to serve on this tribunal for all disputes pertaining to the contract.


James C. Steinruck

JCS:jr