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1977-1979

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THIS AGREEMENT made this 12th day of December, in the year Nineteen Hundred Seventy-Eight by and between BOROUGH OF TINTON FALLS, NEW JERSEY, hereinafter referred to as the "EMPLOYER", and INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 177, hereinafter referred to as the "UNION",

WITNESSETH:

Road + Sanitation Dept. maintenance employees

WHEREAS, it is the desire of both of the parties hereto to promote and secure harmonious relations between the above-named Employer on the one hand and the Union and the employees on the other hand, and

WHEREAS, the parties have negotiated and have reached an agreement with respect to wages, hours and other terms and conditions of employment under which the employees work for the Employer; and

WHEREAS, the parties desire to reduce said agreement to writing;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE I. RECOGNITION

A. The Employer herewith recognizes the Union as a sole and exclusive bargaining agent in regard to wages, hours and all other terms and conditions of employment for all its Road and Sanitation Department maintenance employees, including Laborers, Drivers and Mechanics but excluding the Director of Public Works and excluding all other Borough Employees.

ARTICLE II. UNION SECURITY

A. All present employees who are members of the Local Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is the later, shall remain members of the Local Union in good standing. This membership shall not be a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall on the 30th day of their employment or the 30th day after the effective day of this Agreement, whichever is later, become and remain members in good standing of the Union.

B. Union membership shall be available to new employees on the same terms and conditions generally available to other members.

C. In the event the Employer finds it necessary to employ additional employees, it may or may not, as it sees fit, call on the Union. In the event the Union is unable to supply the employees within a period of twenty-four (24) hours after request is made by the Employer, the Employer may hire any employee whether or not said employee may be a member of the Union or not.

ARTICLE III. DISCHARGE, PROBATIONARY PERIOD

A. The first ninety (90) days of employment of any newly hired employee shall be deemed to be a probationary period during which time the terms of this contract shall not apply.

B. After the probationary period, the Employer shall have no right to discipline or discharge any employee except for just cause.

C. Immediately upon discharge, the Employer shall notify the Union in writing, by mail, the reason for the discharge. Should the Union dispute the discharge and the matter cannot be adjusted between the parties within forty-eight (48) hours, it shall be settled as hereinafter provided. Should it be determined that the grounds for discharge or discipline were inadequate, he shall be reinstated immediately with full back pay from the date of his discharge.

D. Should the employer have a grievance or complaint other than those set forth above, he shall notify the Union in writing of his complaint. If the parties cannot adjust the same within forty-eight (48) hours, it shall likewise be resolved in the manner hereinafter provided.

ARTICLE IV. HOURS OF WORK AND OVERTIME

A. The normal work day shall consist of eight (8) hours. The normal work week shall consist of five (5) days, forty (40) hours per week.

B. Pay at the rate of time and one-half of the regular rate shall be paid to any employee who performs work under any of the following circumstances:

1. In excess of eight (8) hours in any one day.
2. In excess of forty (40) hours in any work week.

C. A minimum of three (3) hours will be guaranteed to any employee called in for overtime.

D. Pay at the rate of double time of the regular rate shall be paid to any employee who performs duties in an emergency capacity for snow and ice removal, storm damage or fire in the municipal dump or related work, when performed on his day off, a holiday, Sunday and when authorized by the Director of Public Works.

E. Overtime shall be afforded to employees on a rotating basis within the employee's respective work category with the first employee to be selected for overtime being the one with the greatest seniority.

ARTICLE V. WAGES AND CLASSIFICATIONS

Salaries to be paid to the employees shall be by ordinance and pursuant to the schedule set forth below:

- 1977 -

<u>Title & Position</u>		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Clerk-Laborer	1.	7,001	7,449	7,897	8,370	8,872
Laborer Asst. Mech.	6.	8,896	9,462	10,031	10,633	11,271
Truck Driver	8.	9,785	10,411	11,036	11,697	12,399
Equipment Oper.	9.	10,252	10,907	11,561	12,256	12,991
Foreman	13.	12,405	13,197	13,989	14,829	15,718
Mechanic	19.	16,513	17,504	18,554	19,667	20,847

- 1978 -

<u>Title & Position</u>		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Clerk-Laborer	1.	7,351.	7,821.	8,292.	8,789.	9,316.
Laborer Asst. Mech.	2.	9,341.	9,935.	10,533.	11,165.	11,835.
Truck Driver Adm. Asst.	3.	10,274.	10,932.	11,588.	12,282.	13,019.
Driver/Operator	3A.	10,520.	11,152.	11,820.	12,529.	13,281.
Equipment Operator	4.	10,765.	11,452.	12,139.	12,869.	13,641.
Mechanic	5.	11,302.	12,025.	12,746.	13,512.	14,322.
Foreman	6.	13,025.	13,857	14,688.	15,570.	16,504.
Mechanic Foreman		- 19,000				

-1979-

<u>Title & Position</u>		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Clerk-Laborer	1.	7,719.	8,212.	8,706.	9,228.	9,782.
Laborer Asst. Mech.	2.	9,808.	10,432.	11,060.	11,723.	12,427.
Truck Driver Adm. Asst.	3.	10,788.	11,479	12,167.	12,896.	13,670.
Driver/Operator	3A.	11,046.	11,709.	12,412.	13,157.	13,946.
Equipment Operator	4.	11,303.	12,025.	12,746.	13,513.	14,323.
Mechanic	5.	11,867.	12,626.	13,383.	14,188	15,038.
Foreman Mechanic Foreman - 19,500	6.	13,676.	14,550.	15,422.	16,349.	17,329

ARTICLE VI. MISCELLANEOUS BENEFITS INCLUDING
VACATIONS, LEAVES OF ABSENCE, WORKERS' COM-
PENSATION AND TEMPORARY DISABILITY BENEFITS

There is hereby incorporated herein by reference all of the terms and conditions of the personnel ordinance entitled "An Ordinance Establishing Personnel Policies and Practices for the Borough of Tinton Falls to Include Procedures for Application and Employment, Payment of Salary, Leaves of Absence, Vacation Benefits Under Temporary Disability and Workers' Compensation" as adopted by the Mayor and Council on May 9, 1978. It is specifically understood by Employer and Union that unless otherwise expressly modified, amended or deleted, in writing, by the terms of this Contract, the said Ordinance shall be binding between the parties.

ARTICLE VII. SENIORITY

A. Seniority shall be defined as the total length of service that the employee has been employed by the Borough of Tinton Falls in this Department.

B. In the event of a lay-off, seniority shall prevail. The employee with least seniority shall be the first laid off. Upon any rehiring, the laid off employee with the greatest seniority shall be the first rehired.

C. Seniority shall prevail, all skills being equal, as to promotions, the assignment of vacation, leave and overtime.

D. A seniority list by classification will be given to the Union upon the execution of this contract.

E. The union will be advised of the names of all new hires.

F. Allocation of overtime has been previously defined in Article IV.-D.. If all employees refuse overtime, the employer may order overtime performance by the employee with the least seniority.

ARTICLE VIII. BULLETIN BOARD

The Employer agrees to furnish for the sole use and benefit of the Union, an adequate and appropriate bulletin board in a conspicuous place at the place of business of the employer. It shall be known or referred to as the union bulletin board. Failure on the part of the employer to furnish the same within two (2) weeks after the signing of the agreement shall give the union the right to purchase the same and charge the cost including installation, to the Employer.

ARTICLE IX. SAFETY PROVISIONS & LOST TIME PAY

The Employer will make reasonable provisions for the safety and health of his employees and shall comply with all federal, state and local requirements for occupational safety and health. Should an employee be injured at the plant and is unable to continue working as a result of the injury, he shall be paid for the entire day. No employee shall lose his job as the result of such injury. If he is physically able to perform after he has recovered from the injury, he shall be entitled to resume his job. Whatever safety equipment shall be made necessary either by statute or regulation or in such cases as the Borough Council shall deem to adopt it at the suggestion of its insurance carrier, such equipment shall be provided, including articles of clothing, at no cost to the employee, but without further negotiation.

ARTICLE X. MILITARY SERVICE

All military leave shall be as provided by law. In any event, employees upon returning from military service shall be restored to their former positions at the prevailing rate of pay, on the basis of seniority.

ARTICLE XI. MISCELLANEOUS

The Employer shall furnish and maintain for the use and benefit of all employees a time clock and a medical kit on the employees' floor.

The parties understand that employees are sometimes obliged to remain idle if one of the working group is late. Therefore, any employee who shall punch in more than five minutes late may be docked fifteen minutes for any fraction of fifteen minutes he is late and for the full amount of any late time punched in after fifteen minutes.

ARTICLE XII. DISCRIMINATION

The employer agrees that he will not discriminate in the hiring of employees or in their training, up-grading, promotion, transfer, layoffs, discipline, discharge or otherwise, because of race, creed, color, national origin, political affiliation, sex or marital status.

ARTICLE XIII. REDUCTION OF BENEFITS

A. Nothing in any provision of this agreement shall be so construed as to affect a reduction in the wage rate of any employee or to increase the number of hours per week which the employee shall be compelled to work in order to earn his present weekly salary.

B. Any employee enjoying wages, hours or conditions more favorable than required by this agreement shall continue to do so.

ARTICLE XIV. UNION REPRESENTATIVES

A. Only duly authorized representatives of the union shall have access during working hours to the premises of the employer or any other place of work to which bargaining unit employees are assigned, and shall be permitted to make inspection of membership cards of all employees and the employer's payroll records of the unit covered by this agreement for the purpose of ascertaining whether the provisions of this agreement are being duly complied with the employer in good faith, or in regard to any matter connected with the terms of this agreement. Notice of inspection by authorized representatives to make the inspections provided herein must first be announced to the supervisor of the Road and Sanitation Department who may then determine an adequate and convenient time for the exercise of these functions.

B. The preseedent, secretary-treasurer, or their duly authorized representatives so designed in writing shall be the representatives of the union, and no other person or persons.

ARTICLE XV. SHOP STEWARD

A. There shall be at all times one shop steward designated by the union and one alternate shop steward designated by the union authorized to act in the absence of the shop steward. All references herein to responsibilities and duties of the shop steward shall apply to the alternate shop steward in the absence of the shop steward.

B. Shop Steward shall suffer no loss of pay for time spent during working hours in the performance of their duties, providing the supervisor has approved his deviation from his work in advance. The supervisor shall not withhold such permission unreasonably when it does not interfere with the normal routine of work. The employer shall recognize an employee as shop steward only after having received written notice of this selection or designation by the union. The shop steward shall be the last to be laid off by the employer in case of insufficient work and the first one rehired. Under no circumstances shall the shop steward be discriminated against by the employer.

C. Neither the shop steward nor any shop committee or group of employees covered by this agreement is authorized to cause or engage in any strike, slow-down or stoppage in the place of business of the employer nor order the discharge of any employee.

D. The shop steward shall be authorized to discuss grievances with the employer or his representative and to transmit messages from the union to the employer and the employer to the union. No settlement of a grievance shall become final and binding upon the union unless an officer thereof has approved same.

ARTICLE XVI. TEMPORARY DISABILITY BENEFITS

Notwithstanding the provisions of Article VII, Section 2A, which provides that 50% of the cost of the temporary disability policy is to be paid by the employees in the Road and Sanitation Department, it is specifically understood by the parties hereto that the employer shall pay the full cost for said policy for all employees covered by the terms of this agreement.

ARTICLE XVII. CHECKOFF OF UNION DUES

A. The Employer will accept a signed authorization from any employee covered by this agreement directing the employer to deduct from the wages of said employee the regular monthly membership dues and initiation fee of each new member. Written notice must be sent by the union secretary-treasurer to the employer advising the employer of the amount of the monthly union dues and initiation fees.

B. The said deductions shall be made on the first pay day of each and every month. All monies so deducted shall be remitted to the union, together with a duplicate list of the employees whose dues and initiation fees have been deducted, by the tenth (10th) day and no later than the fifteenth (15th) day of the current month.

ARTICLE XVIII. GRIEVANCE PROCEDURE

The grievance procedures set forth in the personnel ordinance previously referred to in this agreement is specifically incorporated herein at length. It is understood, however, that at all stages of the grievance procedure, the employee shall have the right to have the shop steward present or, alternatively, such other member of Local 177 as shall be selected by the employee.

ARTICLE XIX. NO STRIKE; NO LOCKOUT

A. During the life of this agreement, the union agrees that it will not authorize any strike of any kind, slow-down, sit-down, stay-in, boycott, picketing, work stoppage or any other type of organized interference, coercive or otherwise, with the Borough's operation; and further that the union will do everything in its power to prevent its members from participating in any unauthorized strike, work stoppage, slow-down or other activity aforementioned, including but limited to publicly disavowing this activity and setting forth in writing on union stationery at the request of the employer such disapproval of any of the aforementioned unauthorized activity and ordering all such members who participate in such unauthorized activity to cease and desist from same immediately and to return to work along with such other steps as may be necessary under the circumstances to bring about compliance with its order. The union must furnish such written disapproval of such activity after twenty-four (24) hours written notice from the employer except that if such activity occurs on a weekend, forty-eight (48) hours notice will be required. In case of unauthorized activity described herein, the employer may impose disciplinary measures or discharge the employee directly or indirectly involved. In consideration of the foregoing the employer agrees not to lockout or cause to be locked out any employees covered under the provision of this agreement.

B. The employer agrees, in consideration of the performance by the union of the aforesaid undertakings, to absolve the union or its officers from any liability by suit for damages for breach of contract, or of any kind or character for any unauthorized activity. It is distinctly understood and agreed that the union will not be held liable for any unauthorized strikes, individual acts or actions of any employee or group of employees.

ARTICLE XX. MODIFICATION OF AGREEMENT

Neither the employer nor any individual employee or group of employees shall have the right to modify or waive any of the provisions of this agreement. The employer will not enter into any individual agreement or arrangements with any of his employees covered by this agreement.

Any modification must be in writing duly executed by an authorized agent of the employer and by the president or secretary-treasurer of the union. The union may request that all negotiations for modification be held in the presence of a union negotiating committee, such committee not to exceed two (2) in number.

ARTICLE XXI. GENERAL SAVINGS

A. If any article or section of this agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

B. In the event that any article or section is held invalid, or enforcement of or compliance with which has been retained as above set forth the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the union, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

ARTICLE XXII. LIFE INSURANCE BENEFITS

The employer shall provide a \$20,000.00 term life insurance policy for the benefit of each employee.

ARTICLE XXIII. EDUCATION

Employer agrees to pay for all educational courses completed by an employee including courses leading to the receipt of a Graduate Equivalency Diploma and Bachelor's Degree providing the course selected by the employee is approved by the employer prior to commencement of the course and further providing the employee receives a grade of not less than "C".

ARTICLE XIV. DURATION

This agreement shall be in full force and effect from January 1, 1977 to and including December 31, 1979. However, it is specifically understood that there shall be no recomputation of overtime

for the year 1977 but that overtime shall be paid for the year 1978 and 1979 as set forth in this Contract. Further the \$20,000.00 term life insurance policy reflected in the terms of this contract shall be effective for the year commencing January 1, 1979.

ARTICLE XXV. ADDITIONAL MEDICAL BENEFITS


Biannually, \$20.00 will be paid by employer to employees towards an eye examination by a qualified ophthalmologist upon submission of the receipted bill by the employee to the Treasurer. In lieu of payment for an ophthalmological examination, employees may obtain reimbursement not to exceed \$20.00 biannually, toward the cost of new glasses (not to include frames) if the glasses were broken during the course of employment. It shall be necessary for the employee to produce a receipted bill confirming the cost of the glasses together with a statement from the Director of Public Works that the glasses were broken during employment.

ARTICLE XXVI. MISCELLANEOUS OFF-DUTY USE OF VEHICLE

The Mechanic Foreman shall be authorized to use the employer's pick-up truck or similar vehicle (if available) from December 15 to March 15, as a means of transportation from and to his residence and place of employment in order to enable said employee to perform services during inclement weather. It is understood that the employee shall use the vehicle only for this limited transportation and may not use it for his personal activities.

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

Attest:


JEROME S. REED, Boro Admin.

BOROUGH OF TINTON FALLS

By 
GABRIEL E. SPECTOR, Mayor

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 177

By 