

AGREEMENT

between

Bernards Township of

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

(Laborers Drivers, Mechanics  
Maintenence Employees)

RUTGERS UNIVERSITY

1989

LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR

X January 1, 1987 through December 31, 1989

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AGREEMENT

AGREEMENT, entered into this January 13<sup>th</sup> day of , 1987, 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 the TOWNSHIP OF BERNARDS, hereinafter referred to as the "Employer".

The effective date of this agreement is January 1, 1987.

The Employer and the Union agree as follows:

ARTICLE I

RECOGNITION

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, crew chiefs, 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.

ARTICLE II

AGENCY SHOP AND DUES CHECK - OFF

A. As the sole and exclusive bargaining agent for employees as recognized above, the Union will receive dues payments from all represented employees. 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 any permanent employee in the bargaining unit who does not join the Union within thirty (30) days thereafter, shall as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to

the Town by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Town. These dues will be transmitted 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 set forth above. No initiation fee is required for Non-Union employees.

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 III

#### ACCESS

A duly authorized representative of the Union, designated in writing, after reporting to the Public Works Supervisor or his designee, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and for investigation of complaints that the contract is being breached. Upon request, the Union representative shall state the purpose of his visit. Except in an emergency, at least two (2) hours advance notice must be given. Such visits shall not be permitted to interfere with, hamper or obstruct normal operations. The Employer shall not be liable for any time lost by employees during such visit.

### 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 Administrator.

ARTICLE V

NON-DISCRIMINATION

A. The parties agree there shall be no discrimination with regard to hiring, promotion, job assignment, or other conditions of employment because of race, age, sex, creed, color, national origin, union activities or otherwise.

B. In the matter of hiring, veterans shall be given preference and area residency will be given consideration.

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 Employer'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 alternates have 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 of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime, subject however, to an emergency work schedule or project.

F. Stewards will not leave their assigned place of work for the above noted purposes without authorization by their immediate supervisor.

## 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 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 based on the seniority list following in this section. 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.



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 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.

C. Seniority lists effective January 1, 1987.

Road Division (Including Mechanics)

	AF	John Bird	28 August 1967
	EO	Santo Ientile	16 June 1969
	EO	Ron Franks	2 December 1969
	EO	George Bird	4 June 1973
	AF	Steve Ujobagy	10 October 1973
	TD	James Hallgring	27 September 1976
	TD	Dave Ferratti	26 March 1979
	MM	Dave Chowansky	23 March 1981
	TD	Walter Rich	11 May 1981
	TD	John Garefino	3 March 1981
	TD	Fred Miller	15 August 1983
	L	Steve Lindstedt	10 May 1982
4*	M	Jim Petrock	4 February 1985
5*	L	Rocky D'Aconti	1 April 1985
6*	L	Rich Romano	16 February 1986
7*	L	Ed Intili	14 April 1986

Buildings Divisions

	AF	Nick O'Keefe	20 January 1977
	BM	John Petronio	7 April 1980

Grounds Division

	AF	Dan Callahan	12 February 1979
	GM	Jim Petrakian	31 March 1980
	CC	Bill Almendinger	1 July 1980
1*	L GM	Gary Boettcher	10 April 1984
2*	L GM	Bob Walker	16 April 1984
3*	L GM	Steve Gray	16 April 1984
8*	L GM	Tom Ritchie	5 May 1986
9*	L GM	Len LaJeunesse	3 November 1986

\*Designates departmental seniority after all other employees.

Based on these seniority lists employees will be eligible for promotional opportunity, all other things being equal.

For promotions in the Roads Division, all employees shown in that division (including mechanics) will have seniority over all other departmental employees.

For promotions in the Grounds Division (including the Buildings Division) all employees in that division will have seniority over all other departmental employees.

Effective January 1, 1984, all new (designated by a number and an asterik) employees in the department of Public Works will have seniority for promotion in the department at large, regardless of which division they may start work in, where seniority is a factor in promotional opportunities.

ARTICLE VIII

WORK ASSIGNMENTS

A. The Employer agrees not to direct or require persons other than the employees in the bargaining unit here involved, to perform work which is recognized as the work of the employees in the unit. The Employer agrees not to direct or require employees to perform any work other than the work prescribed of the individual employee's classification except in case of emergency or no qualified unit employee is available unless otherwise specifically provided for in this Agreement.

B. The Employer agrees to fill temporary vacancies in higher classifications by upgrading unit employees on an equitable basis, whenever it is practicable to do so.

C. When there is no work in an employee's particular classification, he will be assigned to the next lowest classification where work is available without bumping.

D. When plowing snow, sanding, or salting, the Employer will consider the assignment of at least two (2) men to each piece of equipment engaged in such work in accordance with safety requirements.

E. No provision in this contract shall bar the use of seasonal help, provided no unit employee is on layoff.

#### 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 re-employed at the rate of pay prevailing for work to which he is assigned at the time of his re-employment, 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 (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 X

### DISCIPLINE AND DISCHARGE

A. It is agreed that nothing herein shall in any way prohibit the Employer from discharging or otherwise disciplining any employee, regardless of his seniority, for just cause. Grounds for summary discharge shall include, but not be limited to, proven drunkenness on the job, proven dishonesty, illegal use of drugs, gross insubordination and willful damages to public property.

B. - In the event that a discharged employee feels that he has been unjustly dealt with, said employee or the Union, with permission of the employee, shall have the right to file a complaint, which must be in writing, with the Employer within three (3) workdays from the time of discharge. Said complaint will be treated as a grievance, subject to the grievance and arbitration proceedings herein provided. The grievance shall be initiated at the second step. If no complaint is filed within the time specified, then said discharge shall be deemed to be absolute.

## ARTICLE XI

### GRIEVANCE AND ARBITRATION PROCEDURE

A. In the event that any difference or dispute should arise between the Employer and the Union, or its represented personnel employed by the Employer, 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 Employer's designee. The Steward and aggrieved employee shall also be present. Should no acceptable agreement be reached within an additional five working days.

3. The matter may be referred to arbitration by the Employer 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 have no power to add to, subtract from, or modify any of the terms of this Agreement, or to establish or change any wage rate.

The decision shall be final and binding. Any fees or administrative charges for the arbitrator shall be borne equally by both parties. Witness fee and other expenses shall be borne by the parties respectively.

C. Unless extended by mutual agreement in writing, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last Employer answer. Failure to meet the time limits by the Employer shall be deemed a waiver of the particular step of the Grievance Procedure and the Union may automatically appeal the grievance to the next step including arbitration.

D. The arbitrator shall not have the power in any way to add, to subtract from, or modify the terms of the Agreement.

E. The Local Union or its authorized representatives shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or relevant records pertaining to a specific grievance.

## ARTICLE XII

### MANAGEMENT RESPONSIBILITY

A. Except as they may be in anywise 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 Employer. Accordingly, the Employer 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 XIII

### FUNERAL LEAVE

A. A regular full-time employee who is excused from work because of death in his immediate family, as defined below, shall be paid his regular rate of pay for the scheduled working hours missed following the death, but all funeral leave benefits will terminate at the end of the day of the funeral. Not more than eight (8) hours per day for any period will be paid under the provisions of this section. Time off with pay as provided in this section is intended to be used for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of the immediate family.

Immediate family is defined to mean parents, children, spouse, brother, sister, grandparents, grandchildren, mothers-in-law, fathers-in-law, sisters-in-law and brothers-in-law only. Funeral leave is limited to seventy-two hours (three days). This provision also applies to any relative living with the employee.

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 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 Employer 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 Employer's 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 Employer's request, adequate proof must be presented of time served on a jury and the amount received for such service.

## ARTICLE XV

### SEVERABILITY

In the event that any provision of this Agreement between the parties shall be held by operation of law or by a Court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

## ARTICLE XVI

### JOB CLASSIFICATION

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. This will include specific differences between the job titles of mechanic and master mechanic and building maintenanceman and building maintenance mechanic and crew chief and assistant foreman.

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 a new classification, the existing classifications at that time will not in any way be eroded. The Union may recommend changes in the classification sheet.



## ARTICLE XVII

### PROTECTION OF RIGHTS

Except in extreme emergency, it shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter to go through or work behind any lawful primary picket lines, including the primary picket line of Unions party to this Agreement, and including primary picket lines at the Employer's places of business.

## ARTICLE XVIII

### SUPERVISORS

A. In order to assure an orderly understanding of authority of supervisors for job assignments and instructions, the Employer 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 except for the following reasons:

1. Unit manpower capable of performing the work is not available.
2. To help out in emergencies.
3. To assure expedition and completion of assignment in the time allowed.
4. To provide instruction.
5. For purposes of experimenting.
6. To conduct research and development for improvement of methods and procedures.

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

ARTICLE XIX

NOTIFICATION

A. The Employer will notify the Union in writing of all promotions, demotions, transfers, suspensions and discharges.

B. The Employer will notify the Union in writing prior to a layoff.

C. The Employer will provide the Union with an updated list of covered employees showing names, addresses, classification and social security numbers.

D. The Employer will notify the Union of additions and deletions to the payroll of employees covered by this Agreement as they occur.

E. The employee will notify the Employer in the event that the employee loses his New Jersey driver's license.

F. The employee will notify the Employer in the event that the employee changes his home address.

G. The employee will notify the Employer should there be a change in the means by which the Employer communicates with the employee in emergencies.

ARTICLE XX

SEPARATION OF EMPLOYMENT

A. Upon discharge the Employer shall pay 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 Employer waives this requirement, and provided further that separated employee shall return all clothing and equipment furnished by the Employer.

## ARTICLE XXI

### PROBATIONARY PERIOD

A. All newly hired employees shall serve a probationary period of up to ninety (90) calendar days. The Employer may, prior to the completion of the ninety (90) day period and upon written notice to the Union and the probationary employee, extend the probationary period by an additional thirty (30) calendar days. During this probationary period the Employer reserves the right to terminate a probationary employee for any reason. Such terminated employee shall not have recourse through the grievance and arbitration provisions of this Agreement.

B. During the probationary period, the employee shall be entitled to all benefits provided in the Agreement except as modified in the above paragraph of this Article.

C. Seniority shall be computed from the date of last hire.

## 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 resident and vehicular traffic in accordance with the instructions of the supervisors.

D. O.S.H.A. requirements shall be adhered to.

E. Employees who violate safety rules may be subject to disciplinary action.

## ARTICLE XXIII

### LAYOFFS AND RECALL

A. The Employer may reduce the working force only due to lack of work. In such event, the following procedure shall apply:

1. Employees shall be laid off in the order of least total employment seniority, regardless of classification.

2. Notice of such layoffs will be given at least thirty (30) calendar days, except in emergency, before the scheduled layoff.

3. A laid off employee shall have preference for re-employment for a period of two (2) years.

4. The Employer shall rehire laid off employees in the order of greatest employment seniority. Under no circumstances whatsoever shall the Employer hire from the open labor market while any employee has an unexpired term or is on layoff who is qualified, available and willing to perform the job.

5. Notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee. In order to take advantage of his preferential status, an employee must affirmatively answer this notice of re-employment within ten (10) calendar days.

6. An employee returning from layoff may, at the employers discretion, be required to take a physical examination from a Township physician for which examination the Township shall pay.

## ARTICLE XXIV

### BAN ON STRIKES

A. It is recognized that the need for continued and uninterrupted operation of the Employer's departments and agencies is of 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 Union, its officers, members, agents, or principals 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 Employer 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 Employer agrees that it will not lockout employees.

## ARTICLE XXV

### HOURS OF WORK

A. The normal scheduled hours of work shall be as follows, inclusive of a one-half hour unpaid lunch period:

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

B. However, there may be needs of the Employer which would require an earlier or later starting time. Such schedule may be instituted by the Employer to meet the need, providing the starting time is not earlier than 7:00 A.M. nor later than 8:00 A.M., and further provided that one (1) week's prior notification is given to the Union and the Union shall be granted an opportunity to consult with the Employer if it so requests prior to any implementation. Changes in work schedules will not be made to circumvent the assignment of overtime to employees.

C. The Employer agrees to provide meals under the following conditions:

1. Whenever an employee is required to report to work at least two (2) hours prior to his regularly scheduled shift without notice, he shall be provided with a breakfast and a lunch. However, if such reporting is with prior notice, then only a breakfast will be provided.

2. The Employer further agrees to provide a paid one-half hour lunch period whenever an employee is required to work in excess 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 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.

D. Between May 1st and June 15th of each year during the life of this contract, the regular schedule of four man weeks in the Grounds Division may be Tuesday through Saturday instead of Monday through Friday. The extent to which this provision is put into effect and the schedule for putting it into effect is at the discretion of the Public Works Supervisor.

ARTICLE XXVI

PAY DAY

A. Employees will be paid all earnings by check each Thursday afternoon.

B. Employees will be paid during working hours.

C. When pay day falls on a holiday, then the preceding day will be pay day.

ARTICLE XXVII

SICK LEAVE AND DISABILITY AND PERSONAL TIME

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 or nine months, whichever is less. Any payment so made shall be reduced by Workmen's Compensation benefits - received by the employee. If still disabled at the end of the nine month period a decision of employee status must be made at that time based on a doctor's determination of the employee's condition.

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, or who were given prior service credit, the following base of sick leave is available plus the number of days subsequently accumulated from January 1, 1978 to December 31, 1986 (15 days annually less any days taken). Days taken are henceforth restored only by subsequent accumulation.

Name	Base Days	1978-86 Sick Days	
		Earned-Eligible to be Paid as Incentive on Retirement	Accumulated Days As of 12-31-86
J. Bird	50	48	118
S. Ujobagy	20	43	59
S. Ientile	35	6	19.5
G. Bird	20	26	76.5
R. Franks	35	4	23
J. Hallgring	20	31	99
N. O'Keefe	20	28	86

All employees described in Paragraph (C) will be permitted to accumulate sick time into each subsequent year by an amount equal to twelve (12) days minus the number of sick days taken in a given year.

The maximum amount of sick time which an employee may accumulate is unlimited.

D. The following provisions of sick leave are applicable to employees employed after January 1, 1978; up to December 31, 1986.

Name	Prior Municipal Service Base	1978-86 Earned Eligible Days to be Paid	Accumulated Days as of 12-31-86
Petronio		10	49
Chowansky		17	45
Petrock		12	26
Ferratti		17	66
W. Rich		8	28
Garefino		2	14
Miller		5	21
Lindstedt	20	14	42
D'Aconti		1	4
Romano		4	8
Intili	50	4	9
Callahan		36	97
Almendinger	15	14	70
Petrakian	20	2	22.5
Boettcher		--	(3.5)
LaJeunesse		--	2
Walker		2	12
Gray		9	30
Ritchie		4	8



For all those employees after December 31, 1986 the following will apply:

During the first year of employment, the employee shall earn one (1) day of sick leave for each month of employment. Any of this sick leave which is not used by the employee may be carried into the following year.

For all employees subject to this agreement in each subsequent year, an employee has twelve (12) days additional sick leave available. Any sick leave not used may be added to the sick leave available for the following year.

The maximum amount of sick leave that can be accumulated is unlimited.

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 sick leave and show a pattern of absence because of sickness, injury or disability shall, upon request of the Public Works Superintendent, visit a physician arranged for and paid by the Town, who will examine and provide the Township a description of the ailment and its prognosis. The Superintendent may opt to accept a certification from the employees own doctor in lieu of the Township's physician.

G. Upon return to work after an absence of more than five (5) days, the employee must furnish the Public Works Supervisor 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 Employer in reducing absenteeism to as low a rate as possible.

J. Each year the Township Clerk shall provide the Union with a table indicating sick leave available to each member of the Union for the prior year, sick leave used during the prior year, and sick leave available for the current year.

K. Each employee will have available annually 3 days of personal time. These will be granted at the discretion of the Superintendent for the conduct of essential personal business such as, but not limited to, the following:

Attending to family members during illness or other personal crisis, or requirement for health, welfare or education of spouse or children.

Closing on a home purchase, auto purchase, adoption, or other such legal business difficult to schedule on days off, or for major auto repair or servicing home.

Attending to religious or civic voluntary charitable matters or duties, such as civic service clubs, fire or rescue squad conferences, or religious order service.

Attending funerals, graduation, marriages, or such of close friends or family member not provided for in the funeral leave article or other such leave policy.

Personal time will not accumulate from year to year. Any unused personal time may be added to the sick leave accumulation at the end of each year.

It is not the intent of personal time to either extend vacation, or be taken for personal rest and relaxation purposes. The circumstances requiring the personal time must be communicated to and approved by the Public Works Superintendent with these provisions.

L. Incentive Payment on Retirement: Upon retirement the Township will make a Cash Payment of 50% of all sick leave earned from this date forward, less the amount taken.

Example: Employee has 5 (five) additional years to work before retirement in 1991. Employee has the good fortune of having only one 5 day illness during that time. Earns 60 days of sick leave.

Calculation:

Days accumulated	60 <del>—</del> 2
Eligible for payment	30 days
Sick leave taken	<u>-5 days</u>
Payout on retirement at the daily rate at time of retirement:	25 days

M. Incentive Bonus: Employees who qualify for incentive leave on retirement, as provided in section (L) will be paid upon retirement; for any sick days accumulated over eight days in any year of accumulation for service between 1978-1986; plus one day for three of the base leave days unused at time of retirement, plus any personal days that have been added to the sick leave accumulation.

Example: Above employee had the following record. 50 days base in 1978 and has used only two personal days, and had accumulated the following:

<u>Year</u>	<u>Accumulated</u>	<u>Credit</u>
1978	0 days	0
1979	14 days	6
1980	15 days	7
1981	8 days	0
1982	13 days	5
1983	11 days	3
1984	15 days	7
1985	14 days	6
1986	10 days	2

On retirement the employee would be eligible for a sick leave bonus  
of:

13	Personal days
16.67	days of base
36	days of accumulation 1978-86
<u>25</u>	days of incentive payment
90.67	days paid on retirement

N. In the event of the death of an employee all incentive payments to which the employee was entitled will be paid to the beneficiary named under P.E.R.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 XXIX

##### REPORT TIME

A. The Employer will make every effort to provide eight (8) hours work daily.

b. Whenever an employee reports for work for his regularly scheduled shift, he shall receive a minimum of four (4) hours' work or pay at his regular rate, provided the employee accepts any job within his competence to which he may be assigned. Work performed during call-in shall be directly related to the call-in assignment.

C. Whenever an employee is called in to work on a Saturday, Sunday, Holiday, or is required to return to work after he has left from his regularly scheduled day's work, he shall receive a minimum of four (4) hours work or pay at the premium rate of pay which is applicable, provided that the employee accepts any job within his competence.

D. Failure of an employee to report for work on account of an unauthorized work stoppage or strike shall be considered a cause over which the Employer has no control and thereby the above guarantees will not be implemented.

### ARTICLE XXX

#### PERSONAL DAYS

A. Should anyone request a personal day off, the matter shall be handled as provided in Article XXVII Section K.

### ARTICLE XXXI

#### HOLIDAYS

A. An employee not required to work shall nevertheless receive wages based upon eight (8) hours straight time hourly rate of pay for each of the following holidays:

New Year's Day	Columbus Day
Washington's Birthday	Election Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Day
Labor Day	Christmas Day
One (1) Floating Holiday	

provided, the employee works the full scheduled workday before and the full scheduled workday after the holiday, except in the case of illness, injury or any other authorized absence.

B. If any of the above holidays falls on Saturday, then the previous Friday shall be considered the holiday.

C. If any of the above holidays falls on Sunday, then the following Monday shall be considered as the holiday.

D. Unworked holiday time shall be counted for purposes of computing overtime.

E. Employees required to work on any of the holidays listed above in Paragraph A shall be compensated at two (2) times the straight time hourly rate for all hours worked, in addition to eight (8) hours for the holiday.

F. If, during the course of this contract, Martin Luther King's birthday is granted by the Township Committee to other employees as a holiday, then the Union employees will also receive such holiday.

## ARTICLE XXXII

### VACATIONS

A. Effective January 1, 1984, the employees covered by this Agreement shall be entitled to vacation 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 but less than 20 years	20 days
20 years or more	1 day per year worked to a maximum of 25 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 Employer, 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 be the calendar year from the first day of January to the 31st day of December.

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

F. Vacations shall be scheduled by the Public Works Supervisor, giving preference to employee choice according to seniority and needs of the Department.

The Public Works Supervisor shall place a list of vacation dates on the employee bulletin board by April 1st of each year. The employees have until May 1st of that year to select their vacation dates from that list. If by May 1st an employee has not selected his vacation dates, the Public Works Supervisor may assign vacation dates to that employee.

G. Vacations may be split provided there is a mutual consent between the employee and the Public Works Supervisor.

H. Employees on vacation shall not be required to return to work, except in extreme civic emergencies and at which time reasonable adjustment will be made for expenses incurred by the employee.

I. Any employee who is entitled to vacation leave at the time of retirement, shall receive the earned vacation which has not been taken immediately prior to the date of retirement.

J. An additional vacation day will be granted whenever a holiday named in this Agreement falls during an employee's vacation period.

K. Vacation pay will be paid on the day prior to the start of the vacation period upon request of the individual employee.

### ARTICLE XXXIII

#### PREMIUM PAY

A. The Employer agrees to pay overtime at the rate of one and one-half (1½) times the regular rate for all hours worked in excess of eight (8) hours per day and forty (40) hours per week.

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 XXXIV

#### SENIORITY

A. Seniority is defined to mean the accumulated length of continuous service with the municipality, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury certified by a physician not in excess of one (1) year. Seniority shall be lost if any of the following occur:

1. Discharge with just cause.
2. Resignation.



3. Absence for three (3) consecutive working days without leave or notice, except where such notice was not given because of circumstances beyond the control of the individual.
4. Engaging in any other gainful employment during a period of leave.
5. Absence for illness or injury for more than one (1) continuous year.
6. Layoff for longer than two (2) consecutive years.

B. Failure to return promptly upon expiration of authorized leave without reasonable notice satisfactory to the Township Committee shall subject the employee to disciplinary action up to and including discharge.

C. Seniority will be determined in accordance with Paragraph C, Article VII, Job Bidding.

#### 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 Employer 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 XXXVI

#### GROUP INSURANCE AND PENSION

Each employee shall be enrolled for all benefit entitlements provided within the Public Employee Retirement System.

#### ARTICLE XXXVII

#### INSURANCE - HEALTH CARE

A. The Employer agrees to continue to provide each employee with dependent coverage, equivalent benefits as provided in the Garden State Hospitalization Plan and Connecticut General surgical and major medical plan, and also afford the employee an HMO option.

B. The Employer agrees to pay the full cost for the above described program, or the equivalent cost of the standard plan if the employee chooses the HMO option.

C. The employees may not elect to receive the cash value in lieu of the program.

D. The Employer agrees to continue to provide each employee with coverage in a dental insurance plan. Should the employee wish his family to be covered by that same plan, it will be the responsibility of the employee to commit to and pay the difference in premium between individual and family coverage for the term of this contract.

B. The Employer shall supply each employee with two (2) pair of safety shoes each year. The total cost of such shoes shall not exceed the cost of Knapp shoes Model K-414 and K-97 combined.

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.

E. By April 1 of each year the Employer shall provide for summer wear, six T-shirts that may be worn as part of the summer uniform. The employee will clean and maintain the T-shirts.

## ARTICLE XL

### SUBCONTRACTING

A. The Employer may subcontract to supplement the work force provided:

1. There are no employees on layoff with unexpired recall right.

2. No employee will be laid off during the period the work is being subcontracted.

3. The Employer agrees to the general principle that regular employees shall have preference to work opportunities provided they are qualified, willing and physically able to perform the required work.

4. This provision will not be utilized to circumvent the terms of this Agreement.

E. Employer agrees to repair employees prescription eyeglasses damaged on the job provided a report is made immediately to the supervisor of such damage and damage did not occur due to employees negligence.

F. The Employer will provide for each employee - on a voucher reimbursement basis - expenses incurred for eye exam, prescription, lenses and frames up to \$150 every 24 months.

G. The Township will pursue a long term disability program, which will be extended to the employees (Union) at the same time it is extended to other Township employees.

#### ARTICLE XXXVIII

#### SANITARY CONDITIONS

A. The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water and with toilet facilities. Toilet facilities shall also be provided at the landfill area.

B. Employees will cooperate to maintain proper sanitary standards.

#### ARTICLE XXXIX

#### UNIFORMS

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

6 Shirts  
6 Pants

The two items above are to be replaced on an annual basis.

2 Lightweight Jackets  
1 Heavyweight 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.

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>1987</u>	<u>1988</u>	<u>1989</u>
Bird, J.	Assistant Foreman	12.17	12.88	13.65
Callahan, D.	Assistant Foreman	12.17	12.88	13.65
O'Keefe, N.	Assistant Foreman	12.17	12.88	13.65
Ujobagy, S.	Assistant Foreman	12.17	12.88	13.65
Chowansky, D.	Master Mechanic	11.65	12.32	13.06
Almendinger, W.	Crew Chief	11.65	12.32	13.06
Petrock, J.	Mechanic	11.44	12.11	12.84
Bird, G.	Equipment Operator	11.44	12.11	12.84
Franks, R.	Equipment Operator	11.44	12.11	12.84
Ientile, S.	Equipment Operator	11.44	12.11	12.84
Petronio, J.	Building Maintenance Mechanic	11.44	12.11	12.84
Ferratti, D.	Truck Driver	11.17	11.82	12.53
Garefino, J.	Truck Driver	11.17	11.82	12.53
Hallgring, J.	Truck Driver	11.17	11.82	12.53
Miller, F.	Truck Driver	11.17	11.82	12.53
Rich, W.	Truck Driver	11.17	11.82	12.53
Boettcher, G.	Grounds Maintenceman	11.07	11.71	12.41
Gray, S.	Grounds Maintenceman	11.07	11.71	12.41
LaJeunesse, L.	Grounds Maintenceman	11.07	11.71	12.41
Petrakian, J.	Grounds Maintenceman	11.07	11.71	12.41
Ritchie, T.	Grounds Maintenceman	11.07	11.71	12.41
Walker, R.	Grounds Maintenceman	11.07	11.71	12.41
D'Aconti, R.	Laborer	10.96	11.60	12.29
Intili, E.	Laborer	10.96	11.60	12.29
Lindstedt, S.	Laborer	10.96	11.60	12.29
Romano, R.	Laborer	10.96	11.60	12.29

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>Annual Entitlement</u>		
	<u>1987</u>	<u>1988</u>	<u>1989</u>
5	\$ 200	\$ 200	\$ 200
10	500	600	650
15	800	1000	1100
20	1100	1400	1550
25	1400	1800	2000

One fifth of the increase between steps will be added each year.

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

<u>Classification</u>	<u>Effective Date</u>		
	<u>1/1/87</u>	<u>1/1/88</u>	<u>1/1/89</u>
Assistant Foreman	12.17	12.88	13.65
Master Mechanic	11.65	12.32	13.06
Crew Chief	11.65	12.32	13.06
Mechanic	11.44	12.11	12.84
Building Maintenance Mechanic	11.44	12.11	12.84
Equipment Operator	11.44	12.11	12.84
Truck Driver	11.17	11.82	12.53
Grounds Maintenceman	11.07	11.71	12.41
Laborer	10.96	11.60	12.29

#### ARTICLE XLII

#### TERMINATION

This Agreement shall be in full force and effect from January 1, 1987 through December 31, 1989 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 13<sup>th</sup> day of January, 1987.