

Contract no. 682

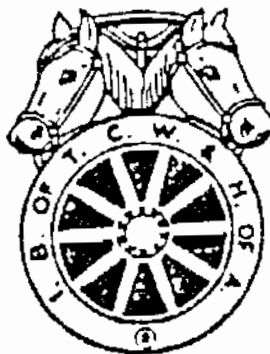
AGREEMENT

Between

TOWNSHIP OF BERKELEY HEIGHTS

and

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



Effective: January 1, 1991 to December 31, 1993

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PREAMBLE

This Agreement made this 24th day of March, 1992 between the Township of Berkeley Heights (hereinafter the "Township") and Teamsters Local 866 (hereinafter the "Union"), represents the complete and final understanding and settlement by the parties of all negotiable issues which were the subject of collective negotiations.

ARTICLE I

RECOGNITION AND SCOPE

Pursuant to the Certification of Representative issued on July 13, 1987 by the Public Employment Relations Commission in Docket No. RO-8 7-149, the Township recognizes the Union as the sole and exclusive representative for the purpose of collective negotiations with respect to terms and conditions of employment of all blue collar workers in the Department of Public Works employed by the Township. Excluded are all office clerical employees, professional employees, guards and supervisors employed by the Township as well as all managerial executives, confidential employees, police, fire and craft employees employed by the Township.

ARTICLE II

SUPERVISORY EMPLOYEES

SECTION 1. Supervisory employees excluded from the Agreement shall be permitted to perform bargaining unit work

in the following instances:

1. To instruct or train employee(s).
2. Demonstrate equipment, methods or procedures.
3. In emergencies.
4. In circumstances where qualified or regular employee(s) do not make themselves available for work or cannot perform the work.
5. To do experimental work on a new job.
6. In all other cases where a bargaining unit employee is not displaced by such assignment of such Supervisory Employee.

Such work performance is not intended to deny overtime work to the employees covered by this Agreement.

SECTION 2. In the event an employee(s) believes that he is aggrieved by being required to perform work outside that covered by the bargaining unit, the employee shall nevertheless perform such work, but may grieve the matter thereafter.

ARTICLE III

DEDUCTION OF EMPLOYEE ORGANIZATION DUES

A. Pursuant to N.J.S.A. 52:14-15.9e, whenever any unit employee shall indicate in writing to the proper disbursing officer of the Township his desire to have any deductions made from his compensation for the purpose of paying the

employee's dues to the Union, such disbursing officer shall make such deduction from the compensation of such employee and such disbursing officer shall transmit the sum so deducted to the Union. Any such written authorization may be withdrawn by the employee at any time by the filing of notice of such withdrawal with the disbursing officer and the Union. The filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed with the Township and served on the Union.

B. If during the life of this Agreement there should be any change in the rate of dues, the Union shall furnish to the Township prior to the effective date of such change, written notice thereof, and the Township shall make the requested deductions.

C. The Union will provide the necessary deduction forms and will secure the signatures of its members on the forms and deliver the signed forms to the Township. The Union shall indemnify, defend and save the Township harmless against any and all claims demands, suits and other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon the deduction authorization form submitted by the Union.

ARTICLE IV

AGENCY SHOP

Pursuant to the provisions of the New Jersey Employer-Employee Relations Act, as amended, all employees in the negotiating unit who are not now or who subsequently elect not to be members of the Union or who hereafter may be employed and who, after thirty (30) days of employment, choose not to become members of the Union shall have deducted from their pay on a monthly basis a representation fee of 85% of the regular monthly union dues in lieu of dues.

Such deductions shall be made on the same basis and for the same period as is made for members and all such deductions shall be paid over by the Township to the Union at the same time and on the same basis as such payments are made to the Union for members deductions.

ARTICLE V

PROBATIONARY PERIOD

A. The term "probationary employee" shall mean any Township employee having completed less than three (3) months full-time employment for the Township and who shall not have been given permanent status as provided by Township ordinance.

B. All new township employees shall be hired for a probationary period of three (3) months to assure full

qualification for the work. The probationary period may be extended for a forty-five (45) day period if mutually agreed to in writing by the Township Administrator and the Union.

C. During the probationary period, employment may be terminated without an assigned reason. Such termination shall be excluded from the definition of "grievance" set forth in the Grievance Procedure of this Agreement.

ARTICLE VI

POSTING AND PROMOTIONS

A. All new and vacant positions covered by the collective bargaining Agreement will be posted on the Union bulletin board for a period of fifteen (15) calendar days. An employee applying for such vacancy shall make the request in writing, signed by the applicant, and on a form provided by the Township, if available, to the Director of Public Works or his designee, within the posting period.

B. Preference to fill job vacancies will be given to a bargaining unit employee before hiring a new employee.

C. The most qualified senior employee who bids for a vacant position will receive a trial period. The trial period will be for a period of not less than 10 working days. For purposes of this Article a working day will consist of a minimum of 8 hours of work.

D. The maximum trial period for a successful bidder

will be ninety (90) working days.

E. At the conclusion of the maximum working period, the employee will either be returned to his former position or will receive appointment to the higher position.

F. However the Township reserves the right to terminate the trial period between the tenth (10th) and ninetieth (90) working day and return the employee to his former position in the event the Township in its sole discretion believes that the employee is not qualified to do the job, provided such discretion is not exercised arbitrarily.

G. The Union and the employee will be kept advised of the progress made in learning the new assignment. The Employer will give the employee assistance to successfully meet the requirements of the job. If the employee fails to successfully meet these requirements within the probationary period the employee shall be returned to his former classification and shall assume seniority and pay as though the employee had not left his old classification.

ARTICLE VII

LAYOFF AND RECALL

1. Whenever there is a lack of work requiring a reduction in the number of employees in a department of the Township, the required reductions shall be made in such job classifications as the Township may designate in consultation

with the department head. Employees shall be laid off in the inverse order of their length of service. Within each affected job class, all probationary employees shall be laid off before any permanent employees. Each employee so affected shall be given a minimum of 30 days notice.

2. A laid off employee shall have preference for reemployment for a period of twenty-four (24) months.

3. Notice for reemployment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee.

ARTICLE VIII

RATES OF PAY

Hourly rates of pay shall be based on an employee classification as set forth in Schedule "A" which is appended hereto and incorporated herein by reference retroactive to the effective date as set forth in Schedule "A".

Employees in a particular classification who do not receive the maximum rate of pay for the classification to which assigned shall receive the next higher increment rate at the beginning of each contract year until the employee receives the maximum rate of pay for his/her classification.

ARTICLE IX

WORKING AT DIFFERENT RATES

An employee assigned to a classification with a higher

rate of pay for a period of not less than four (4) hours shall be paid at the higher rate of pay for the entire day including overtime.

ARTICLE X

HOURS OF WORK

A. The standard work week for employees covered by this Agreement is eight (8) hours of work each day and forty (40) hours of work each week, Monday thru Friday. There shall be no split shifts.

1. The standard work day for employees covered by this Agreement, except as specified elsewhere, shall be from:

Road Department	-	7:30 a.m. to 4:00 p.m.
Sewer Department	-	7:00 a.m. to 3:30 p.m.
Sweeper	-	6:00 a.m. to 2:30 p.m.

With an unpaid lunch period of one half (1/2) hour.

2. The wastewater pollution control plant may be required by the Township to be open on a twenty-four (24) hour, seven (7) day week basis, in which event the standard work day would vary from the foregoing in order to provide appropriate coverage, with specifics to be determined by the Township in its discretion.

3. The standard work day for the Building Custodian is from 8:00 a.m. to 4:30 p.m. prevailing time with an unpaid lunch period of one half (1/2) hour.

B. The Union and the Township agree that it may be

necessary to require an employee to work beyond the standard work week. Overtime beyond eight hours in a work day and forty hours in a work week may be authorized by the Director of Public Works or his designee and such overtime shall be compensated at the rate of one and one-half (1 1/2) times the employees prevailing hourly rate of pay in the following instances:

a. All hours spent in the service of the Township in excess of eight (8) hours in excess of their regularly scheduled hours.

b. All hours spent in the service of the Township on any Saturday.

c. All hours spent in the service of the Employer prior to the scheduled starting time provided an employee has worked his regular scheduled hours of work for that day.

d. Whenever it becomes necessary for employees to be called out on an overtime call, such employees shall receive a minimum of four (4) hours work at the appropriate overtime rates. In such event, the employees will be required to remain at work for the four (4) hour period or be available for and respond to call-outs during that period. The duration of any subsequent call-out will be considered continuing time (as opposed to a separate call-out subject to an additional four (4) hour guarantee). The four hour

guarantee mentioned above shall be considered hours worked for the purpose of this Agreement. The foregoing provisions regarding call-outs do not apply to early call-ins within a two (2) hour period prior to the employees normal starting time.

e. Overtime assignments shall be awarded on a rotating basis with the intention of achieving equalization of premium pay earnings within each class of work. There shall be no mandatory standby but all available employees shall make every effort to work emergency overtime when requested. A record of overtime offered, worked and refused, as well as availability for emergency call-out, will be kept as part of each employees personnel history by the department head.

f. Two times the hourly rate of pay for all hours spent in the service of the Township on any Holiday, as listed in the Holiday Article, in addition to eight (8) hours straight time Holiday Pay.

g. Two times the hourly rate of pay for all hours spent in the service of the Township on any Sunday.

h. The Township agrees to allow a paid one-half (1/2) hour lunch period whenever an employee is required to work ten (10) consecutive hours and an additional one-half (1/2) hour lunch period for each subsequent four (4) hours of

work after their initial ten (10) consecutive hours.

i. The Township shall allow a paid fifteen (15) minute break once during each four (4) hour work period.

j. The Township agrees to guarantee each employee a minimum of eight (8) hours work or pay in lieu thereof, each day, Monday thru Friday.

k. The Township agrees to guarantee an employee a minimum of four (4) hours work or pay in lieu thereof at the applicable premium rate of pay whenever such employee is required to report to work on either a Saturday, Sunday or a Holiday. In the event an employee works beyond the minimum four (4) hour guarantee period the Township agrees to an eight (8) hour guarantee of work or pay in lieu thereof.

l. The Township agrees not to require any employee to take time off to compensate for time worked in excess of eight (8) hours in a work day or forty (40) hours in a work week.

m. The Township agrees to compensate employees with a meal allowance of six (\$6.00) dollars for each overtime lunch period.

ARTICLE XI

SNOW REMOVAL

Employees performing emergency work such as Snow Plowing, Sanding, Flood Control, Storm Damage, etc., for more

than four (4) consecutive hours outside their normal work day may take a paid one (1) hour rest period after each four (4) hours of such work.

The Township agrees to compensate the employees with a six dollar (\$6.00) meal allowance for each rest period.

ARTICLE XII

HOLIDAYS

A. Full-time employees shall receive regular pay for the following holidays not worked:

New Year's Day	Columbus Day
Lincoln's Birthday	Martin Luther King Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

B. When any of the above holidays falls on a Saturday, it will be observed on the previous Friday. When any of the above holidays falls on a Sunday, it will be observed on the following Monday.

C. If any of the above holidays falls during a regularly scheduled vacation period, an additional day of vacation will be allowed.

D. Employees on sick leave will not be paid for a Holiday not worked unless they have worked the normal working day prior, and the normal working day following, the said holiday, and any holiday that falls during an employee's

sickness will not be credited as a holiday but as part of his sick benefits if he is so entitled.

E. The Senior Citizens Bus Driver may be required to perform his job functions on one or more of the foregoing holidays. For each of same, he shall be permitted to take an approved compensatory day off.

ARTICLE XIII

BEREAVEMENT LEAVE

Each permanent full-time employee shall be entitled to a maximum of three (3) days' leave with pay in the event of the death of a member of the employee's immediate family. A member of the immediate family shall mean parent, grandparent, brother, sister, spouse, child or grandchild, mother-in-law or father-in-law of an employee.

ARTICLE XIV

ADMINISTRATIVE LEAVE

Each permanent full-time employee shall be entitled to three (3) days' administrative leave with pay during any calendar year. Administrative leave shall be used for personal business including religious observances. Requests for administrative leave must be approved in advance by the department head. Administrative leave shall not be cumulative. Newly hired employees, once having attained permanent full-time status, shall be entitled to one (1) day

administrative leave for every three (3) months worked for a maximum of three (3) days' administrative leave during a calendar year.

ARTICLE XV

ABSENCE WITH PAY

A. SICK LEAVE

Sick leave with pay is a grant rather than a right of employment and is provided to aid the employee in time of illness. Sick leave with pay is authorized for permanent full-time employees in the event of a bona fide illness or a physical disability of the employee. Subject to the following limitations:

1. As of the effective date of this Agreement, each unit employee shall be credited with his accumulated unused sick leave and shall be credited with an additional one (1) day per month thereafter at the end of such month worked throughout the year.

2. Sick leave with pay shall be cumulative. At the end of each calendar year, the employee shall file his employee record card with the Administrator's office. Any unused sick leave shall be credited to the employee for the next year.

3. Each employee shall be credited with an additional three (3) days' sick leave as of January 1 of the

current year and an additional one (1) day per month thereafter at the end of each month worked throughout the year.

4. New employees will begin accruing sick days upon completion of the probationary period and attainment of permanent full-time status. The employee will accrue one (1) day per month for the remainder of the current calendar year. As of January 1 of the year following the employee will accrue sick days in accordance with this Article.

5. Employees shall immediately notify their department head or supervisor on each occasion of absence due to sickness or disability and must remain available for telephone contact with said department head or supervisor. The Township, at its option, may require suitable medical verification of the sickness or disability affecting the employee's ability to perform his work.

6. No employee shall receive sick pay unless proof of illness or disability has been submitted by the employee to the department head or supervisor in a form satisfactory to said department head or supervisor. Medical certification for fitness to return to work may be required by the Township.

7. No employee shall receive sick pay for any absence in excess of three (3) consecutive working days

unless proof of illness in the form of a certificate from an attending physician has been submitted to the Township. The Township reserves the right to have the employee examined by a physician of its choosing at any time and to be certified by said examiner to be fit for duty prior to return to work.

8. Sick leave with pay shall not be allowed in any case where the employee fails to properly notify his department head or supervisor of his proposed absence, the nature of his illness or disability, or where the employee fails to submit satisfactory proof of illness or a doctor's certificate as herein required.

9. Any use of sick leave for other than bona fide illness or disability, shall be cause for disciplinary action, as well as denial of sick leave pay.

10. No employee shall receive or expect to receive payment for sick days upon retirement or separation from the Township.

ARTICLE XVI

ABSENCE WITHOUT PAY

Upon application made to the department head and upon approval of the Township committee for good cause shown, a permanent full-time or permanent part-time employee may receive a leave of absence without pay for a period not to exceed six (6) consecutive months. Said approved leave shall

not constitute a break in service, provided, however, that employee benefits shall be suspended for the duration of any approved leave in excess of thirty (30) consecutive days. Employees may, however, at their option, preserve employee benefits for the duration of any approved leave in excess of said thirty (30) consecutive days by paying to the Township, in advance, the cost to the Township of said employee health benefits for the period of approved leave which will exceed thirty (30) consecutive days but not greater than one hundred eighty (180) consecutive days. In order to preserve life insurance coverage under the Public Employee's Retirement System, a leave of absence may be obtained for up to two (2) years pursuant to the Public Employee's Retirement System rules and regulations.

ARTICLE XVII

TERMINAL LEAVE

Each full-time employee upon retirement after completing twenty-five (25) or more years of service, shall be entitled to three (3) month's paid terminal leave at the employee's current salary.

ARTICLE XVIII

VACATIONS

A. Full-time employees shall receive for continuous service the following annual vacation with pay:

<u>COMPLETED SERVICE (YEARS)</u>	<u>VACATION (DAYS)</u>
20	22 work days
15	20 work days
10	18 work days
5	15 work days
1	10 work days

Vacation entitlement shall be based on the employee's anniversary date of employment. Vacation may be scheduled throughout the calendar year and shall be taken in full weeks. Vacation shall be scheduled before April 15 and awarded in the order of the employee's seniority within the classification, subject to the Township's approval. Vacation shall be taken in the calendar year earned. Unused vacation, not to exceed one-half (1/2) of the employee's total annual vacation, may be forwarded to the succeeding calendar year only upon the prior approval of the Township.

B. Vacation time to be taken by an employee shall be reported to the Administrator's office by said employee with the department head's notation of approval prior to taking such vacation time.

C. Payment of earnings which would be received during vacation time may be made in advance of their earning period, provided that a written request is made to the Administrator no less than three (3) weeks prior to the start of the vacation.

ARTICLE XIX

INSURANCE BENEFITS

A. There shall be paid by the Township, as additional compensation for all permanent full-time employees working regularly scheduled hours of thirty (30) or more per week, the full premiums for said employees and their eligible dependents, but not including survivors, for group hospital and group major medical insurance.

B. The Township shall continue to pay the entire cost of the premiums for group benefits as described in paragraph A above for those eligible employees who retire from Township service with twenty-five (25) years or more credit in the Public Employee's Retirement System, including the premiums on their dependents, if any, but not including survivors.

C. The Township shall pay the entire cost of the premiums for group benefits for those employees and their dependents, if any, but not including survivors, who have attained the age of sixty-two (62) and who have served the Township for a continuous period of fifteen (15) years and have been eligible for, continuous medical coverage during that time. Survivors benefits shall be terminated within two (2) months after the death of the eligible retired employee or in accordance with the health insurance policy that affects the survivors.

D. Employees who retire at age sixty (60) or above and have completed ten (10) or more years in the Public Employee's Retirement System have the option of continuing their health insurance for themselves and their dependents, if any, but not including survivors, by paying the cost of the insurance and a two (2%) percent administrative fee.

E. Group Life Insurance benefits for eligible employees referred to in paragraph A above, who have completed two (2) months service and are active employees at the time of enrollment, shall be provided, at the expense of the Township, as term life insurance in the amount of two thousand dollars (\$2,000.00).

F. Dental Coverage for employees and family to be paid in full by the Township.

ARTICLE XX

UNIFORMS

The Township shall provide and maintain at no cost to the employee the following uniforms:

- Six (6) pairs of pants
- Six (6) long sleeve shirts
- Two (2) jackets
- Six (6) t-shirts
- Two (2) pairs of safety shoes per year
- Winter Apparel

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

ARTICLE XXI

MILITARY LEAVE

Military leaves of absence shall be granted in accordance with Federal and State law relating to military leave and reappointment rights.

ARTICLE XXII

JURY DUTY

Any permanent full-time employee on jury duty shall receive a rate of pay which, when combined with the jury fee received, will equal his regular rate of pay as a Township employee for a period not to exceed two (2) work weeks in a running year.

ARTICLE XXIII

SANITARY CONDITIONS

The Township agrees to maintain a clean sanitary washroom having hot and cold running water, toilet facilities and individual lockers.

ARTICLE XXIV

JOB-CONNECTED DISABILITY

In the event of an absence of an employee due to a job-connected disability classified by law as compensable, said employee shall be entitled to the following benefits from the Township, upon proper investigation and authentication by the Township medical examiner.

1. During his absence the employee shall be paid the difference between his regular salary as of the date of his injury and the amount paid to him by worker's compensation insurance, for a period not to exceed forty-five (45) working days from the date of his injury or to the termination of his disability, whichever first occurs.

2. For absence exceeding a period of forty-five (45) working days from the date of his injury, the employee shall be paid the difference between the worker's compensation insurance payments received by him and one-half (1/2) his regular salary for a period not to exceed one (1) calendar year from the date of initial disability or to the termination of the disability, whichever first occurs.

3. Compensation awards for permanent disability shall not be deducted from any salary paid by the Township.

4. The Township reserves the right to have any employee claiming a job-connected disability examined by and treated by the Township medical examiner or other physician the Township may choose at any time. Such employee shall not be returned to work except upon certification as being fit for duty by said examiner.

ARTICLE XXV

JOB STEWARDS

The Township recognizes the right of the Union to

designate one (1) job steward and one (1) alternate for the Road Department and one (1) job steward and one (1) alternate for the Sewer Department.

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 collection of dues when authorized by appropriate Local Union action;
3. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information,
 - a. have been reduced to writing, or
 - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods or any other interference with the Township's business.

Job stewards and alternates have no authority to take strike action, or any other action interrupting the Township's business. The Township shall not hold the Union liable for any unauthorized acts of its job stewards and their alternates. The Township in so recognizing such

limitations shall have the authority to impose proper disciplinary measures, including discharge, in the event the shop steward has taken an unauthorized strike, slowdown, or work stoppage action in violation of this Agreement.

Stewards shall be permitted to reasonably investigate, present and process grievances on or off the property of the Township, without loss of time or pay. Reasonable time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime. The Union will cooperate in keeping such time at a reasonable level.

ARTICLE XXVI

DISCHARGE OR SUSPENSION

The Township shall not discharge or suspend any Employee without just cause. In all cases involving the discharge or suspension of any employee, the Township must notify the employee in writing of his discharge or suspension and the reason therefor. Such written notice shall also be given to the Shop Steward, within one (1) working day from the time of the discharge or suspension.

A discharged or suspended employee must notify his Local Union in writing, within five (5) working days after receiving notification of such action against him, to appeal the discharge or suspension.

Notice of appeal from discharge or suspension must be

made to the Township in writing within five (5) working days from the date of discharge and/or suspension. The appeal shall be heard beginning with Step One (1) of the Grievance and Arbitration provisions of this Agreement.

Should it be proven that no cause existed to discharge or suspend the employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity.

Reprimands against any employee's record that are over twelve (12) months old, shall be forgiven and the employee's record shall be wiped clean.

ARTICLE XXVII

UNION BULLETIN BOARD

The Employer agrees to provide a bulletin board for the Road Department and for the Sewer Department in a conspicuous place in each facility where employees report to work. Postings by the Union on such bulletin boards are to be confined to official business of the Union.

ARTICLE XXVIII

NON-DISCRIMINATION

A. The Township and the Union agree that the provisions of this Agreement shall be applied equally to all employees and there shall be no discrimination on account of age, color, creed, national origin, sex or union membership or

non-membership.

B. Neither the Township nor the Union shall interfere with restrain or coerce unit employees in the exercise of their right, freely and without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. The Union shall be responsible for representing the interests of all unit employees without discrimination and without regard to employee organization membership.

ARTICLE XXIX

SAFETY

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 the supervisor. The supervisor will either determine and advise how the work can be performed safely or will stop the work.

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because not mechanically sound or properly equipped,

shall be appropriately tagged so that it cannot be used by other drivers until the maintenance department has adjusted the complaint.

There shall be two (2) men working on a sewer jet.

The parties agree to establish a safety committee to consist of two union, two non-bargaining members and the Township Administrator. The purpose of the safety committee shall be to establish and enforce safety standards and practices to be observed by all parties in connection with work performed by the employees covered by this Agreement.

ARTICLE XXX

NOTIFICATION TO THE UNION

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

The Township will provide the Union with an updated list of covered employees showing name, address, classification, Social Security Number and rate of pay once every year.

The Township will notify the Union of additions and deletions to the payroll of covered employees as they occur.

ARTICLE XXXI

INSPECTION PRIVILEGES

Providing prior notice is given to the Township, authorized agents of the Union shall have access to the Township establishment during working hours for the purpose

of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Township's work schedule.

ARTICLE XXXII

GRIEVANCE AND ARBITRATION PROCEDURE

A. PURPOSE

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that this procedure will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. DEFINITION

The term "grievance" as used herein means a dispute between the parties over the interruption, application or violation of policies, agreements and administrative decisions affecting the employees. It is expressly understood, however, that no grievance may proceed beyond Step One herein unless it constitutes a complaint or controversy arising over the interpretation of the terms and conditions of this Agreement.

C. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method

for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any Step is waived by mutual written consent. Time extensions may be mutually agreed to by the Township and the Union. In the absence of an extension as aforesaid, the time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. A failure to respond at any level within the time limits provided shall be deemed a denial of the grievance at that Step.

Step One

Within five (5) working days after the event giving rise to the grievance, or within five (5) working days after the employee reasonably should have become aware of the grieved event, whichever first occurs, the aggrieved employee or the Union shall institute action under the provisions herein by meeting with his supervisor and discussing the grievance orally. The supervisor shall respond orally to the grievance within five (5) working days after the meeting.

Step Two

If the grievance is not satisfactorily resolved at Step One, the aggrieved employee or the Union Shop Steward shall reduce the grievance to writing, signed by the aggrieved employee or the Union Representative, and file the grievance with the Director of Public Works or his designee within five (5) working days after receipt or after the due date of the Step One response. To be timely and effective, the written grievance must set forth in reasonable detail the facts underlying the grievance, the specific contract provisions at issue, and the relief sought. The Director of Public Works or his designee shall render a written response to the grievance within five (5) working days from the receipt of the written grievance.

Step Three

If the grievance is not satisfactorily resolved at Step Two, the Union Business Representatives shall then take the matter up with the Township Administrator or his designee within five (5) working days after receipt (or after the due date) of Step Two response. The Township Administrator or his designee shall render a written decision within fifteen (15) working days from the date of said meeting.

In the event such meeting is scheduled during employees regular working hours, the aggrieved employee, the

participating employee representative from the Union, and any necessary employee witnesses shall be released from work without loss of regular straight time pay. Requests for employee representative(s) and witnesses shall be made to the Township representative(s) by no later than three (3) working days prior to the date of any meeting and meeting dates shall be schedule considering the availability of all parties and witnesses and the needs of the Township.

Step Four

In the event the grievance is not resolved at Step 3, the Township or the Union may file for arbitration in accordance with the rules and regulations of the New Jersey State Board of Mediation.

SECTION 1.

A. The arbitrator shall be bound by the provisions of this Agreement and is restricted to the application of the facts presented to him and is limited to the interpretation of the Agreement. The arbitrator shall have no authority to add to, alter, amend or modify any provision of the Agreement. Furthermore, the arbitrator shall be bound by the laws of New Jersey and shall be without power to advise or direct the completion of any illegal act or acts beyond the legal authority of the parties.

B. The decision of the arbitrator shall be final and

binding on both parties.

C. The arbitrator's fees and expenses shall be borne jointly by the parties to the Agreement.

ARTICLE XXXIII

MANAGEMENT RIGHTS

The Township shall retain all rights of management resulting from ownership or pertaining to its operation, except as such rights are limited or modified by the provisions of this Agreement.

ARTICLE XXXIV

SEPARABILITY AND SAVINGS

If any section, subsection, paragraph, sentence, clause or phrase of this Agreement, or any application thereof to any employee or group of employees, is held to be invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXXV

NO STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting on its behalf will cause, authorize, condone or support, nor will any of its members take part in, any strike, (i.e., the

concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), any work stoppage, slowdown or walkout. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, work stoppage, slowdown, or other job action, it is covenanted and agreed that participation in any such activity by any employee covered by this Agreement shall be grounds for disciplinary action which may include suspension or termination.

C. The Union will actively discourage any of its members or persons acting on their behalf from taking part in any strike, slowdown, or job action, and will make reasonable efforts to prevent such illegal action.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such administrative or judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both in the event of such breach by the Union, its members or any person acting on its behalf.

ARTICLE XXXVI

OTHER EMPLOYMENT

A. Employees of the Township performing outside work or work for other employees of the Township beyond the scope of this Agreement may be required to cease such activity if, in the opinion of the Township in the exercise of its sole discretion, such outside work unduly interferes with or prevents the employee from properly performing his duties for the Township.

B. No employee shall engage in or accept private employment with, or render services for, any private person or interest or become associated with any person, firm, partnership or corporation which has business transactions with the Township or any agency of the Township when such employment or service is incompatible with the proper discharge of his duties to the Township or would tend to impair his independence of judgment or action in the performance of his duties.

ARTICLE XXXVII

POLITICAL ACTIVITY

Employees shall be prohibited from engaging in any political activities during working hours or on Township property or with Township material or equipment.

ARTICLE XXXVIII

PAYDAY

SECTION 1. Employees will be paid 26 day periods per year. Check will be distributed during working hours.

SECTION 2. When payday falls on a holiday, employees will be paid on the day preceding the holiday.

ARTICLE XXXIX

LONGEVITY

It is understood that if and when the Township provides partially or wholly any longevity to any other Township employee or bargaining unit, other than the Township Police who have previously received longevity coverage, the same longevity coverage shall be granted to Township Department of Public Works employees without the need for further negotiations.

ARTICLE XL

TERM AND RENEWAL

The term of this Agreement shall be from January 1, 1991 through December 31, 1993 and from year to year thereafter, subject to a written notice from either party to the other of a desire to change or amend this Agreement. To be effective, such written notice must be received by the other party by no later than one hundred sixty-five (165) days prior to the Township's required budget submission date. The foregoing

reference is derived from Public Employment Relations Commission Regulation Section 19:16-2.1 and the adoption by the Public Employment Relations Commission of a February required budget submission date for municipalities such as the Township. In the event of any change in the PERC statute or regulations, this Article shall be deemed to have been amended to conform to such change.

TOWNSHIP OF BERKELEY HEIGHTS

LOCAL UNION 866,
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS
OF AMERICA

BY John G. Regitz
MAYOR

BY Michael J. Burch

BY Estimote S. Smith
Twp. Clerk

BY George J. Lyons

BY _____

BY _____

BY _____

BY _____

1993

	<u>Steps</u>	<u>Wage.</u>
DeBisco, Michael	8/8	34,190
Dalia, Michael	5/2	21,020
England, Anthony	8/8	34,190
Fornaro, Matthew	4/8	24,060
Johnson, Justin (Al)	6/6	26,410
Lyons, George	5/5	23,530
McMahon, James	5/6	24,370
Modernel, Hector	7/4	26,610
Sampson, Allan	7/8	30,690
Singerline, Daniel	5/6	24,370
Turetzkin, Steven	5/6	24,370