

THIS BOOK DOES NOT CIRCULATE

COLLECTIVE BARGAINING AGREEMENT

Between

TOWNSHIP OF RANDOLPH

-and-

TEAMSTERS' LOCAL 97 OF NEW JERSEY
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND WORKERS OF AMERICA

Morris County

January 1, 1972 - December 31, 1972

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RUTGERS UNIVERSITY

THIS AGREEMENT, entered into by the Township of Randolph (hereinafter referred to as the "Township") and Teamsters Local 97 of New Jersey, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as the "Union"), has as its purpose the promotion of harmonious relations between the Township and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE I

Union Recognition

The Township recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours and other conditions of employment for the following employees of the Department of Public Works: machine operators, drivers, mechanics and laborers; and for the following additional employees: Water Supervisor, Plumbing Inspector and Building Inspector.

ARTICLE II

Hours of Work

Section 1.

A. Normal Work Hours

The normal work day for the Department of Public Works shall consist of eight (8) consecutive hours exclusive of a one-half hour lunch period. The normal work week shall consist of five (5) consecutive days, Monday through Friday. The normal starting time shall be 7:00 A.M. and the normal quitting time shall be 3:30 P.M. It is recognized that starting and quitting times must vary for certain seasonal operations including activities such as park and public grounds maintenance, leaf removal,

...with respect to emergencies such as those resulting from
(snow removal, flooding, debris removal), vehicular acci-
dents, water main breaks, sewer blockages, road cur-ins, and
and the like.

F. Overtime.

Public Works Department employees shall be entitled to
overtime pay at the rate of one and one-half times their hourly
rate after eight hours in any work day or forty hours in any
work week. Such employees, when called out after regular hours shall
receive a minimum of four hours at the rate of one and one-half
times their hourly rate. Over-time shall be distributed as
equally as possible among the employees.

Section 2. Coffee Break.

During the normal 8-hour work day, a 15 minute coffee
break may be taken in the forenoon and in the afternoon, pro-
vided, however, the employee shall not return to the garage for
such break.

ARTICLE III

A. Sick Leave.

1. Each full-time employee shall be entitled to twelve
days of sick leave per year, all of which shall be cumulative
from year to year without limit. Upon retirement, any accumulated
sick leave shall be paid at a rate equal to the average of the
last five year's salary. Administrative regulations shall pre-
scribe the procedure controlling the use of sick leave.

2. Sick leave means absence from post of duty because of
illness, accident, exposure to contagious disease, attendance
upon a member of the employee's immediate family seriously ill
requiring the care or attendance of such employee.

3. An employee absent on sick leave three (3) or more
consecutive working days or for periods totaling more than five (5)
days in one calendar year shall submit acceptable medical evidence
substantiating the illness.

Derivative Benefits.

Whenever the employee shall be granted three (3) days leave of absence within the State and up to five (5) days with management pay if outside the State upon the death of a member of immediate family.

The immediate family shall include spouse, children, parents, brothers and sisters and spouse's parents and brothers and sisters and dependents of employee or spouse.

ARTICLE IV

Uniforms

The Township will provide each employee with two sets of uniform (shirt, pants, jackets, work shoes and rain gear) each year.

ARTICLE V

Leave of Absence

A permanent employee may be granted a leave of absence without pay for a period not to exceed six (6) months for illness or disability with certificate from a doctor. An employee's request for a personal leave not connected to illness or disability may be granted with the consent of the Township Manager.

ARTICLE VI

Discharge and Discipline

Section 1.

No permanent employee shall be discharged, or suspended or otherwise disciplined without just cause. The Township will notify the Union at the time disciplinary action is taken.

Section 2.

A grievance by an employee claiming that he has been unjustly discharged or suspended must be submitted to the Township Manager in writing within three (3) working days of the disciplinary action; otherwise, the discharge or suspension will be considered

... have been made for just cause.

Section 3.

Disciplinary warnings will be issued in writing to the employee and a copy given to the Union. No grievance disputing the warning will be considered unless it is submitted in writing within three (3) working days of its issuance.

ARTICLE VII

Bulletin Board and Suggestion Box

The Township shall provide a bulletin board and suggestion box for the purpose of posting Union notices of meetings, election appointments to Union positions, recreational and social events, and such other notices of official Union business and Township notices. All such notices shall be approved and initialed by the Department Head prior to posting.

ARTICLE VIII

Check-Off of Dues

1. Upon receipt by the Township of a voluntary written authorization and assignment by a member covered by this Agreement in the form agreed upon between the Township and the Union and consistent with applicable State Law, and which shall call for deduction from the wages of such member of monies for payment to the Union of his membership dues (and initiation fee if a new member), which shall be uniform, the Township thereafter will deduct from the first pay each month of each of such member, during the full term of this Agreement and any extension or renewal thereof and during the existence of such assignment, his periodic Union dues (and initiation fee if a new member). The Township shall promptly remit monthly any and all amounts so deducted to the Secretary-Treasurer of the Union of its office address, 853 Mount Prospect Avenue, Newark, New Jersey 07104, provided the Union shall previously have notified the Township of the amount

... to be deducted and ... furnished ...
... and voluntary written ...
... or initiation ... deducted.
... shall indemnify and save harmless the Township
... all claims, demands, suits, or other ... of
... action taken by the Township in accordance
... authorization cards furnished to the Township by the
... compliance with the provisions of this Article.

... officer, representative or member of the Union shall
... investigate, condone or engage in a strike, work stoppage
... of work operation, including absences to attend
... that would have the same effect as a strike or
... during the period of this contract.

... Township may suspend or terminate the deduction of
... of this contract where prompt and corrective action
... taken after notice by the Township to the business agent of
... in the event of a violation of the foregoing provisions
... Paragraph 3 above.

ARTICLE IX

Union Stewards

The Union shall notify the Township of the employee it
designates to act as the Union steward for the purpose of investi-
gation and representation of grievances in accordance with the
provisions of this Agreement.

ARTICLE X

A. Pay

The base rate of pay for each job classification in each
of the Departments is the rate listed on the Pay Schedules for
each Department attached hereto as Appendix A.

B. Extra Compensation

Any employee specifically designated to be in charge of other

Employees on any project shall receive extra compensation at the rate of \$10 per hour for the period said employee directs and controls said project. For the purpose of this contract, a project shall mean extensive road maintenance, road construction and other similar major jobs as designated from time to time by the Superintendent of Public Work.

C. Temporary Work in Higher Classification

Any employee assigned to work in a higher job classification for periods exceeding six (6) hours shall receive the rate of pay for said higher job classification for the period said employee works in said classification. No employee shall be entitled to the higher rate of pay where said employee is in the higher classification position for training purposes. Employees shall be selected to work in higher classification based upon that employee who is the most qualified.

D. Evaluation

1. An evaluation will be made of each employee at least twice a year. If an employee's performance is determined to be unsatisfactory, he may be discharged subject to Article VI. All other employees will automatically advance to the next step in the pay scale on January 1st of each year of this Contract.

2. Upon receiving an outstanding evaluation, an employee shall receive additional compensation of ten cents per hour for the duration of that rating period.

ARTICLE XI

Grievance and Arbitration

Section 1. Grievance

A bona fide dispute as to the interpretation or application of a specific provision of this Agreement shall be handled in the following manner:

Step 1. The ~~Union steward~~ ^{Association} shall present the grievance in writing signed by the aggrieved employee to the ~~Superintendent~~ ^{Dept Head}

with the person(s) working days of the occurrence of the grievance to discuss the matter for the purpose of resolution. In the discussion of the grievance, the persons involved shall make an earnest effort to resolve the matter. The ~~Superintendent~~ ^{Per Head} shall not order what ever additional investigation is necessary and shall, within three (3) working days after presentation of the grievance, give his decision

Step 2. If a grievance is not resolved at Step 1, the ~~Union~~ ^{Assoc} shall, within three (3) working days of receipt of the answer to Step 1, submit the written grievance to the Township Manager. He shall give his answer to the ~~Union~~ ^{Assoc} within three (3) working days of the presentation of the grievance in Step 2.

Step 3. If the grievance is not resolved in Step 2, it may be appealed in writing within three (3) working days after receipt of the answer in Step 2 to the ~~Personnel Appeal Board~~ ^{Governing Body}. Upon receipt of an appeal, a meeting shall be scheduled to discuss the grievance within ten (10) days of receipt of the appeal unless extended by mutual agreement. The decision of the ~~Personnel Appeal Board~~ ^{Governing Body} shall be made not later than five (5) working days after the Step 3 meeting.

A grievance will be considered settled upon written request or when the grievant ceases to be an employee by resignation or when the time limits to appeal the next step expire. A grievance will automatically go to the next step if the Township fails to answer before the prescribed time limits.

Section 2. Arbitration

In the event a bona fide grievance relating to a dispute concerning (1) discipline for just cause, (2) rejection of an employee's excuse from overtime work, or (3) a determination of the qualification of an employee to fill provisionally or temporarily a permanent or temporary position, is not settled in the grievance

procedure, the Union may, within five (5) days of receipt of the
Supervisor's answer, request in writing that the grievance be submitted
to arbitration under the procedures of the American Arbitration
Association. The arbitrator shall be limited in deciding disputes
concerning disciplinary action to a determination as to whether
just cause existed.

The decision of the arbitrator shall be final and binding
upon both parties. The arbitrator's fee shall be borne equally
by the Town and the Union.

ARTICLE XIII Holidays

New Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
General Election Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

An employee required to work on a holiday shall be paid one and one-half his regular rate of pay plus four holiday hours.

ARTICLE XIII

Vacations

Vacations for full-time employees shall be based upon the following schedule:

<u>Service</u> <u>Calendar Years 1971</u>	<u>1972</u>	<u>Vacation</u>
1 to 7 years	1 to 7 years	Two weeks
9 to 17 years	8 to 15 years	Three weeks
18 to 24 years	16 to 20 years	Four weeks
24 years and over	over 20	add one day for each ye

All accrued vacation days must be taken during the calendar year except when special permission is granted by the Manager.

Vacations of three (3) working days or over must be in accordance with a vacation schedule to be posted on the bulletin board. Applications must be made at least one month in advance to the Superintendent. Vacation of less than three (3) working days may be granted upon twenty-four hours notice with approval of Superintendent. No more than two (2) employees from the Road Department may be on vacation at the same time.

ARTICLE XIV

Traveling Expense

Employees shall be entitled to twelve (12)cents per mile for traveling expenses when using their personal vehicles in the performance of Township duties.

ARTICLE XV

Use of Employees Equipment

Employees shall be entitled to payment for use of personal equipment in the performance of Township duties provided specific prior agreement as to reasonable compensation has been reached with the Supervisor and the Manager.

SENIORITY AND JOB PERFORMANCE

Section 1. All job openings shall be posted for bid for period on one week.

Section 2. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in cases of transfer, promotions, assignment of schedules, lay-offs and recalls. In all cases however, ability to perform the work in a satisfactory manner will be a factor in designating the employee to be affected.

Section 3. An employee shall be deemed a probationary following his regular appointment to a permanent position during his trial period of three (3) months. Employee may be dismissed without recourse during the probationary period for reasons relating to the employees qualifications.

Section 4. The seniority of an employee is defined as the length of service as a Township employee dating back to his first date of hire and by his job classification.

Section 5. In the event of layoffs and rehiring, the last person hired in the job classification, provided the more senior employee is able to do the available work in a satisfactory manner.

Section 6. When promotions to a higher labor grade or transfers to another grade are in order the Township shall make such promotions or transfers from among its regular employees: consideration for such promotions or transfers shall be based on seniority and ability to perform the work, and if an employee so promoted or transferred is not deemed qualified after a sixty (60) day trial period, the Township may remove him and retransfer him to his former position.

Section 7. The Township shall prepare and forward to the Union a seniority list of employees by department and classification. Seniority list shall be up dated when necessary and shall be posted on the Union Bulletin Board showing the employee's name, classifications, and seniority date.

ARTICLE XVI
Maintaining Records

Records of sick leave, vacation time and overTime shall be maintained by the Department Head and the Union Steward. The Steward shall be notified when an employee is out on sick leave and vacation and the duration of same. Both sick time and vacation time shall be posted on the bulletin board each quarter by the Department Head.

ARTICLE XVII

Notification of Call Out

No employee shall be called out after regular working hours without notification of the Supervisor or Foreman and Union Steward

ARTICLE XIX

Saving and Separability

If this Agreement requires a party or an employee to do anything which is prohibited by law, the obligation is invalid. If any such obligation is so invalid, the Township and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

Should any provision of this Agreement require cancellation or modification as provided herein, it is understood that no other provision of this Agreement shall be invalidated thereby.

ARTICLE XX
Termination

This Agreement shall be effective as of the first day of January, 1972, and shall remain in full force and effect until December 31st, 1972, and shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing ⁹⁰~~sixty (60)~~ days prior to the expiration date or end of any yearly extension period that it desires to modify or terminate this Agreement. In the event such notice is given, the parties shall begin negotiations within forty-five (45) days thereafter.

If the conditions are not completed prior to the expiration date of the agreement shall terminate unless extended by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and placed their corporate seals this _____ day of _____

P.M.

TOWNSHIP OF RANDOLPH

By _____
William Venne, Mayor

ATTEST:

Herbert J. Bence, Clerk

FOR THE UNION

By _____

By _____

ATTEST:

SCHEDULE A
ROAD DEPARTMENT SALARIES
THREE YEAR CONTRACT

1. The rate of compensation for each employee who shall be paid on an hourly basis is as follows:

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Operator	4.00	4.25	4.53	4.82	5.13
Mechanic	4.00	4.25	4.53	4.82	5.13
Street Sweeper Operator	3.55	3.80	4.05	4.31	4.59
Driver	3.50	3.75	3.99	4.25	4.53
Laborer	3.10	3.30	3.51	3.74	3.98

2. The rate of compensation of each officer and employee whose salary shall be on an annual basis, payable bi-weekly, is as follows:

<u>Position</u>	<u>Department</u>	<u>Salary (Per Annum.)</u>
Building Inspector	Building Inspection	\$6250.00
Plumbing Inspection	Health	3200.00
Water Supervisor	Water	8000.00

IN WITNESS WHEREOF;

SS:

BEFORE ME, REMEMBERED, that on this _____ day of _____, 19____, in the year of Our Lord, One Thousand Nine Hundred & Seventy-one, before me, the subscriber, a Notary Public of New Jersey, personally appeared Helen M. Bauer, who being by me duly sworn on her oath, doth depose and make unto me to my satisfaction that she is the clerk of the Township of _____, a municipal corporation the corporation named in the within Instrument, that _____ is the Mayor of said municipality; that the execution, as well as the making of this instrument has been duly authorized by a proper resolution of the Governing Body of the said municipality; that deponent well and truly knows the corporate seal of said municipality; and the seal affixed to said instrument is such seal and was thereto affixed, and said instrument signed and delivered by said _____ as and for his voluntary act and deed and as and for the voluntary act and deed of said municipality, in the presence of deponent, who thereupon subscribed her name thereto as witness.

Helen M. Bauer

Sworn and subscribed to before
me at the date aforesaid

COLLECTIVE BARGAINING
AGREEMENT

By and Between:

TOWNSHIP OF RANDOLPH

and:

TELETYPE LOCAL 97 OF NEW
JERSEY

Dated: _____

ATTEST AND I HEREBY
CERTIFY THAT THE
SIGNATURES OF THE
PARTIES TO THIS AGREEMENT
ARE TRUE AND CORRECT