

# **AGREEMENT**

Between

**TOWNSHIP OF NORTH BERGEN**

**DEPARTMENT OF PUBLIC WORKS**

and

**LOCAL NO. 11, affiliated with  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

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**January 1, 2004 through December 31, 2007**

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## TABLE OF CONTENTS

|   | <u>PAGE</u> |
|---|-------------|
| ARTICLE 1<br>RECOGNITION .....                  | 5           |
| ARTICLE 2<br>UNION SECURITY .....               | 6           |
| ARTICLE 3<br>CHECK-OFF OF UNION FEES .....      | 7           |
| ARTICLE 4<br>GRIEVANCE PROCEDURE.....           | 11          |
| ARTICLE 5<br>SENIORITY .....                    | 13          |
| ARTICLE 6<br>HOURS OF WORK AND OVERTIME .....   | 17          |
| ARTICLE 7<br>HOLIDAYS.....                      | 19          |
| ARTICLE 8<br>VACATIONS .....                    | 20          |
| ARTICLE 9<br>LEAVES .....                       | 21          |
| ARTICLE 10<br>WELFARE AND PENSION BENEFITS..... | 23          |
| ARTICLE 11<br>WORK SCHEDULE.....                | 24          |
| ARTICLE 12<br>DISCHARGE .....                   | 25          |
| ARTICLE 13<br>GENERAL.....                      | 26          |

|   |           |
|---|-----------|
| <b>ARTICLE 14</b>                                     |           |
| <b>VETERANS RIGHTS AND BENEFITS.....</b>              | <b>27</b> |
| <b>ARTICLE 15</b>                                     |           |
| <b>SEPARATION AND SEVERANCE PAY .....</b>             | <b>28</b> |
| <b>ARTICLE 16</b>                                     |           |
| <b>LONGEVITY.....</b>                                 | <b>29</b> |
| <b>ARTICLE 17</b>                                     |           |
| <b>WAGES.....</b>                                     | <b>30</b> |
| <b>ARTICLE 18</b>                                     |           |
| <b>EDUCATIONAL PROGRAM .....</b>                      | <b>32</b> |
| <b>ARTICLE 19</b>                                     |           |
| <b>WORK BY SUPERVISORS.....</b>                       | <b>33</b> |
| <b>ARTICLE 20</b>                                     |           |
| <b>SHOP STEWARD CLAUSE.....</b>                       | <b>34</b> |
| <b>ARTICLE 21</b>                                     |           |
| <b>SEASONAL OR PART-TIME EMPLOYEES.....</b>           | <b>36</b> |
| <b>ARTICLE 22</b>                                     |           |
| <b>DURATION OF AGREEMENT .....</b>                    | <b>37</b> |
| <b>EXHIBIT 'A'</b>                                    |           |
| <b>TOWNSHIP OF NORTH BERGEN ORDINANCE 884-02.....</b> | <b>38</b> |

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of, January, 2004, between the **TOWNSHIP OF NORTH BERGEN, DEPARTMENT OF PUBLIC WORKS**, hereinafter referred to as the “EMPLOYER”, and **LOCAL NO. 11**, affiliated with the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, a labor organization, located at 810 Belmont Avenue, North Haledon, New Jersey, hereinafter referred to as the “UNION”.

**WITNESSETH:**

**WHEREAS**, the Union has presented proof that it represents a majority of the employees employed in the Department of Public Works and the Vehicle Maintenance Department of the Township of North Bergen, excluding Managerial Executives, supervisory employees, Office and Clerical employees, and

**WHEREAS**, the Township of North Bergen, by virtue thereof, has recognized the said Union as the sole and exclusive bargaining agent for all employees employed in the Department of Public Works and the Vehicle Maintenance Department of the Township of North Bergen except for the exclusions provided above.

**NOW, THEREFORE**, it is mutually agreed between the parties hereto, as follows:

**ARTICLE 1. RECOGNITION**

Section 1. The Township of North Bergen hereby recognizes the Union as the sole and exclusive bargaining agent for all employees now employed or to be employed by the Department of Public Works and the Vehicle Maintenance Department of the Township of North Bergen, excluding Managerial Executives, Supervisory, Office and Clerical employees, in all those matters specifically provided for herein pertaining to wages, hours and conditions of employment.

Section 2. The bargaining unit shall consist of all employees now employed or to be employed by the Department of Public Works and Vehicle Maintenance Department of the Township of North Bergen and wherever used herein the term “employees” shall mean and be construed only as referring to said employees, except for the exclusions provided above.

**ARTICLE 2. UNION SECURITY**

Section 1. The Employer agrees it will give effect to the following form of Union Security:

(a) All present employees who are members of the Local Union on the effective date of this Agreement shall remain members of the Local Union in good standing by payment of the regular monthly dues. All present employees who are not members of the Local Union will pay a Representation Fee as set forth hereafter.

(b) It is agreed that at the time of hire, newly hired employees, who fall within the bargaining unit, will be informed that they have the chance to join the Union thirty (30) days thereafter or pay to the Local Union a Representation Fee.

**ARTICLE 3. CHECK-OFF OF UNION FEES**

Section 1(a). The Employer hereby agrees to deduct from the wages of employees by means of a check-off the dues uniformly required by the labor organization pursuant to the provisions of N.J.S. 52:14-15.9E. The Employer, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from the 2<sup>nd</sup> salary paid to each employee during the month and such deduction made the 1<sup>st</sup> month shall be a double deduction and thereafter the regular deduction shall apply to dues owed for the following month.

Section 1(b). In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Union with fifteen (15) calendar days after such deduction is made.

Section 2. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon the salary deduction authorization cards submitted by the Union to the Township.

Section 2. Representation Fee.

A. If an employee does not become a member of the Union during any membership year (from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a Representation Fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

B. Prior to the beginning of each membership year, the Union will notify the Employer in writing of the amount of the regular membership dues, initiation fees and

assessments charged by the Union to its own members for that membership year. The Representation Fee to be paid by non-members will be equal to 85% of that amount.

In order to adequately offset the per capital cost of services rendered by the Union as majority representative, the Representation Fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the Representation Fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Union membership year immediately following the effective date of the change.

C.1. Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Employer a list of those employees who have not become members of the Union for the then current membership year. The Employer will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the Representation Fee and promptly will transmit the amount so deducted to the Union.

C.2. The Employer will deduct the Representation Fee in equal installments, as nearly as possible, from the pay checks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. 10 days after receipt of the aforesaid list by the Employer; or
- b. 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first pay check paid 10 days after



the resumption of the employee's employment in a bargaining unit position, whichever is later.

C.3. If any employee who is required to pay a Representation Fee terminates his or her employment with the Employer before the Union has received the full amount of the Representation Fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last pay check paid to said employee during the membership year in question.

C.4. Except as otherwise provided in this Article, the mechanics for the deduction of Representation Fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

C.5. The Union will notify the Employer in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the Representation Fee, and such changes will be reflected in any deductions made more than 10 days after the Employer received notice.

C.6. On or about the last day of each month beginning with the month this agreement becomes effective, the Employer will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees. The Employer further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason thereof.

C.7. Teamsters Local 11 shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34-13A-5.5(c) and 5.6, and membership in Teamsters Local 11 shall be available to all employees in the unit on an equal basis at all times. In the event Teamsters Local 11 fails to maintain such a system, or if

membership is not so available, the Employer shall immediately cease making said deductions.

#### **ARTICLE 4. GRIEVANCE PROCEDURE**

Section 1. A grievance shall be a claim by an employee that according to him he has been harmed by the interpretation or application of this Agreement.

Section 2. A grievance to be considered under this procedure must be initiated in writing with five (5) calendar days from the time when the cause for grievance occurred, and the procedures following shall be resorted to as the sole means of obtaining adjustment of the grievance.

##### Section 3. Procedure

a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next within the specified time limits shall be deemed to be a waiver of further appeal of the decision.

b. The grievance, when it first arises, shall be taken up orally between the employee, the Shop Steward, and the Supervisor.

c. If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced in writing and the Shop Steward shall serve the same upon the Director. Within five (5) working days thereafter, the grievance shall be discussed between the Commissioner of Public Works or his designee and the Union Delegate or the Shop Steward. A written decision shall be given to the Union within five (5) working days thereafter.

d. If the decision given by the Director or his designee to the Union does not satisfactorily settle the grievance, the Union shall notify the Commissioner with five (5) working days, of its desire to meet with the Commissioner, who shall meet with the Union Delegate and Shop Steward within five (5) working days after receipt of such notice by the Deputy Director. A written decision shall be given to the Union within five (5) working days thereafter.

e. In the event the grievance is not satisfactorily settled by the meeting between the Director and the representative of the Union, then both parties agree that within ten (10) calendar days either party may request the Public Employment Relations Commission to aid then in the selection of an Arbitrator, according to the rules and regulation of the Public Employment Relations Commission, who shall have full power to hear and determine the dispute and the Arbitrator's decision shall be final and binding.

Section 4. The arbitrator shall have no authority to change, modify, alter, substitute, add to or subtract from the provisions of this Agreement. No dispute arising out of any question pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

Section 5. The cost of arbitration, other than the costs incurred individually by the parties in the preparation and presentation of their case to the arbitrator, shall be shared equally by the Employer and the Union.

## **ARTICLE 5. SENIORITY**

Section 1. The Director shall establish and maintain a seniority list of employees; names and dates of employment from date of last hire on a Department basis, with the employee with the longest length of continuous and uninterrupted Department service to be placed at the top of said seniority list. The name of all employees with shorter length of continuous service shall follow the name of such senior employee, in order, until the name of the employee with the shortest length of service appears at the foot of the list. The seniority of each employee shall date from the employee's date of last hiring with the Director.

Section 1(a). Department entity shall prevail. In the event of a temporary absence or shortage of personnel, the Director shall fill the same in the following manner:

- A. He shall select from the same Department a man of higher classification with the least seniority available.
- B. If no replacement is available in the higher classification, the Employer will fill the vacancy from the lesser classification with the highest seniority qualified man.
- C. If no qualified employees are available within the given department, replacement will be sought from the other departments in the unit, from like classification first, and thereafter as outlined in Paragraphs A and B herein.

Section 2. Other than seasonal and part-time employees, new employees retained beyond the probationary period shall be considered regular employees and their length of service with the Employer shall begin with the original date of their employment and their names placed on the "Seniority List". Such seniority list shall be kept up to date with additions and subtractions as required.

### Section 3. Probationary Period

A. The first forty-five (45) calendar days of employment for all new employees shall be considered a probationary period.

B. During the aforementioned probationary period, the Director may discharge such employee for any reason whatsoever. An employee discharged during his probationary period shall not have recourse to the Grievance Procedure as set forth in this Agreement. The Director shall have no responsibility for the reemployment of newly engaged probationary employees if they are dismissed during the probationary period.

Section 4. Job Vacancies, New Jobs Created

A. If new jobs are created, or if vacancies occur in a higher rated position, the Director shall determine the qualifications required for the position and shall determine which, if any, of the applicants meet the qualifications. The most senior of those determined to be qualified shall be deemed the successful bidder. If any employee is dissatisfied with the determination of the Director, he may institute a meeting with said Director within three (3) calendar days after the notification of the selection is made, however, the decision of the Director is final and binding upon the parties.

B. The Director agrees to post a notice of such new job or vacancy on the bulletin board for a period of three (3) working days. Such notice shall contain a description of the job, the rate, and when the job will be available. Departmental employees interested, in order to be eligible, must sign the notice.

C. If a bidder is a successful applicant, he will be notified by a notice placed on the bulletin board within five (5) working days after the expiration of the three (3) working days required under Section 4 "B" above.

D. Any employee so selected to fill such job shall be granted a trial period of up to sixty (60) calendar days. It shall be determined by the Director at any time after the first thirty (30) calendar days of the trial period that the promoted employee is not qualified to discharge the duties of the position to which he was promoted, the employee shall resume his former position or a position equivalent thereto. The employee shall

receive the rate for the job as of the day he begins his trial period. If removed from the position during or at the end of the trial period, he shall receive the rate of the position to which he is assigned.

E. The above Sections should be in compliance with the rules and regulations established by the New Jersey Department of Personnel.

Section 5. Force Reduction.

A. The Director agrees that it will not engage any new employee unless all of the regular, full-time employees are working the scheduled hours noted in this Agreement.

B. In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Director. However, no employees assigned to and performing the duties of a classification which is above that of Laborer shall be laid off unless an employee who is retained is qualified to perform the duties of that classification. The employee with the least seniority shall be laid off first and in re-hiring, the reverse principle shall apply; namely, the last employee laid off shall be the first to be rehired.

C. Notice of any impending layoff shall be placed upon the bulletin board seventy-two (72) hours prior to layoff.

D. Any employee's seniority shall cease under the following conditions:

1. Resignation or termination of employment for cause.
2. Failure to report for work no later than the regular shift beginning on the fourth calendar day following the first working day following the third calendar day after the date of the receipt accompanying the notice mailed by certified mail to the last address of the employee contained in the department files.
3. Layoff of more than twelve (12) consecutive months.

The above Sections should be in compliance with the rules and regulations established by the New Jersey Department of Personnel.



## **ARTICLE 6. HOURS OF WORK AND OVERTIME**

Section 1. The normal work week shall be from Monday to Friday, both inclusive, and shall be comprised of five (5) days of eight (8) hours each, starting at 7:30 AM through 4:30 PM.

Section 2. Any work performed after an employee shall have worked forty (40) hours in any given work week shall be compensated at one and one-half (1-1/2) times the regular rate of pay. The Director, at his discretion, may cause overtime to accrue for payment at a later date he shall designate.

Section 3. The Employer shall notify the employees of any Saturday or Sunday work not later than the end of the shift on Thursday of that week, as practicable, and only if such Saturday or Sunday work is scheduled prior to the end of the shift on Thursday of that week. Nothing contained in this paragraph shall be construed to be a guarantee of overtime if such is scheduled nor shall the right of the Employer to cancel such scheduled overtime be limited.

Section 4. In the event an employee reports for regularly scheduled work shift without having been previously notified that there is no work, the employee shall be guaranteed eight (8) hours pay at his rate of pay,

Section 5. Overtime shall be distributed as equally as practical among the employees qualified and capable of performing the work available, except that a man shall not be removed from a job he has been performing on that day in order to provide such equitable distribution of overtime. All overtime shall be distributed on a seniority basis, except the Sewer Department, except on big snow storms when all employees are needed.

Section 6. In the event an employee is called back to work after the conclusion of his normal work shift, the employee will be entitled to a minimum of four (4) hours pay at the overtime rate. An employee called in between 5:30 a.m. and 7:30 a.m. shall be

entitled to a minimum of two (2) hours at the overtime. Any employee called in prior to 5:30 a.m. shall be entitled to a minimum of four (4) hours at the overtime rate.

Section 7. Except in case of emergency or in the event of performance on an assigned job, no seasonal or part-time employee shall perform in excess of forty (40) hours per week the duties of employees in the bargaining unit, nor shall seasonal or part-time employees be hired or retained if regular permanent employees are on a temporary lay-off due to a reduction in force.

Section 8. In the event an employee is temporarily transferred to a higher pay classification and performs the duties of that classification, he shall receive the rate of pay for the higher classification for the period of time during which he is so transferred and so performs the duties of the higher rated classification. An employee temporarily transferred to a lower pay classification shall suffer no reduction in pay.

**ARTICLE 7. HOLIDAYS**

Section 1. The Employer guarantees to all employees within the bargaining unit, the following holidays with full pay for eight (8) hours at the employee's regular straight time rate of pay, though no work is performed on such days:

|                       |                               |
|-----------------------|-------------------------------|
| New Year's Day        | Columbus Day                  |
| Lincoln's Birthday    | Election Day                  |
| Washington's Birthday | Veterans Day                  |
| Good Friday           | Thanksgiving Day              |
| Memorial Day          | Friday after Thanksgiving     |
| Independence Day      | Christmas Day                 |
| Labor Day             | Martin Luther King, Jr. Day * |

Employees hired prior to January 1, 1996 shall receive their birthday as a paid holiday.

Section 2. Employees who work on any of the above holidays shall be paid for such work at two and one-half (2-1/2) times the employee's regular rate, which shall include the holiday pay.

Section 3. If a holiday falls on a Saturday or Sunday, it shall be celebrated and compensated accordingly on another date at the discretion of the Employer.

**ARTICLE 8. VACATIONS**

Section 1. The Employer agrees to grant to all employees within the bargaining unit vacations with pay in accordance with the following schedule:

| <b><u>LENGTH OF SERVICE</u></b>     | <b><u>VACATION PER YEAR</u></b> |
|-------------------------------------|---------------------------------|
| Up to one (1) Year                  | One (1) day per month           |
| One (1) year to five (5) years      | Three Weeks – 15 days           |
| Six (6) years to fifteen (15) years | Four Weeks – 20 days            |
| Sixteen (16) years and over         | Five Weeks – 25 days            |

Section 2. The Employer agrees that in the event an employee voluntarily leaves the employ of the Employer before the vacation period, he shall be compensated for any accrued vacation time that may be due him in accordance with the above schedule on a prorated basis.

Section 3. The vacation schedule shall be drafted by the Director on or before May 1<sup>st</sup> of each year and posted on the bulletin board. In preparing the vacation schedule, the Employer shall endeavor to assign vacations on the basis of department seniority of its employees. It is specifically agreed, however, that the assignment of all vacation shall be determined by the Employer with due regard to its efficient operation.

Section 4. Vacation shall be taken during the regular vacation period between May 1<sup>st</sup> and October 31<sup>st</sup> inclusive. Employees may request that their vacation may be taken at a period other than the time set forth herein and the Employer will give fair consideration to such request.

Section 5. Vacation days shall accumulate to a maximum of the previous year and the current year if not taken per State Statute.

**ARTICLE 9. LEAVES**

**Section 1. LEAVES OF ABSENCE WITHOUT PAY**

Upon making timely application, in writing, employees may apply to the Employer for a leave of absence without pay for a period not exceeding ninety (90) days without loss of seniority rights. Such leave may be extended with the approval of the Employer.

**Section 2. PAID SICK LEAVE**

Employees shall be granted sick leave with pay as follows:

- A. One (1) day for each month of service for first year of employment.
- B. Fifteen (15) days paid sick leave each year shall be granted to all employees after one year of service and the same shall be cumulative from year to year.
- C. If an employee is absent from work for reasons that entitle him to sick leave, the Department Head or his designated representative shall be notified as early as possible, but not later than 7:30 AM of the scheduled work shift from which he is absent. Failure to so notify the Department Head or his designated representative may be cause for denial of the use of sick leave for the absence and may constitute cause for disciplinary action. An employee who is absent for three (3) consecutive days or more and who does not notify the Department Head or some other reasonable representative of the Township on any of the first three (3) days will be subject to disciplinary action up to and including discharge.

D. Employees shall be entitled to personal days as follows:

- |  |                |
|--|----------------|
| One (1) year to five (5) years of service      | two (2) days   |
| Six (6) years to fifteen (15) years of service | three (3) days |
| Sixteen (16) years and over                    | four (4) days  |

A personal business day application shall, except in cases of emergency, be made at least two (2) working days prior to the personal day to be given.

Employees hired after January 1, 1996 shall be entitled to personal days as follows:

|  |                |
|--|----------------|
| One (1) year to five (5) years of service      | one (1) day    |
| Six (6) years to fifteen (15) years of service | two (2) days   |
| Sixteen (16) years and over                    | three (3) days |

**Section 3. BEREAVEMENT LEAVE PAY**

Employees will be granted five (5) working days off with pay at the employee's straight time rate in the event of the death of the employee's spouse, child, parent, parent-in-law, sister, brother, grandparents, or other members of the employee's immediate household. The Employer reserves the right to verify the legal relationship of the family member to the employee.

Employees shall be granted one day off, the day of the funeral or the day of viewing, without loss of pay, for the funeral of any other relative or a friend, one day for each, for a total of two (2) days per year. Employees hired after January 1, 1996 shall not receive a day off for the death of a friend.

**Section 4. JURY DUTY.**

An employee who is called for Jury Duty shall be paid the difference between the daily fee allowed by the Court and eight (8) straight time hours pay for scheduled working time lost; however, the employee shall be required to give prior notice to the Employer of his call for Jury Duty.

## **ARTICLE 10. WELFARE AND PENSION BENEFITS**

Section 1. The Employer agrees to provide and cover all employees within the bargaining unit, including their dependents, with Blue Cross, Blue Shield, Rider J and Major Medical Insurance, or its equivalent, in accordance with its present practice and to pay for same.

Section 2. Payment of a Life Insurance Policy is based upon present practice and policy.

Section 3. The Employer agrees to provide all bargaining members and their dependents with a Prepaid Prescription Plan and an Optical Plan.

### Section 3(a). Separability and Savings

If any provision of this agreement or any application of this agreement to any unit member or group of members is held to be invalid by operation of law or by court order or other Tribunal of competent jurisdiction, such provision will be inoperative but all other provisions will not be affected thereby and will continue in full force and effect. In the event a provision of this contract is deemed to be "invalid" then and in that event, the parties agree to meet within fifteen (15) days to negotiate a provision to replace the one declared invalid.

Section 3(b). If any employee is on workers compensation, he will be paid full pay for one (1) year and the employee shall turn the compensation check back to the Township.

Section 3(c). Health care coverage will be paid to retirees in accordance with Township Ordinance 884-02, which is attached hereto as Exhibit "A" (pages 38-39).

**ARTICLE 11. WORK SCHEDULE**

The normal work schedule shall be Monday through Friday 7:30 a.m. to 4:30 p.m. and includes a one (1) hour unpaid lunch break.



## **ARTICLE 12. DISCHARGE**

Section 1. The Employer shall not discharge or discipline or suspend any employee with just cause. Before any employees shall be disciplined or suspended or discharged, there will be a conference held between the Union and/or its representative, and the Employer. Causes for immediate discharge shall include by example and not limitation, theft of money, goods or merchandise or time, or Company time, proven drunkenness, under proof of being under the influence of liquor or drugs during working hours, calling an unauthorized strike or walkout, assault on Employer or its representative, failure to report an accident which employee would normally be aware of, proven recklessness resulting in serious damages while on duty.

Section 2. A grievance by an employee claiming that he has been unjustly disciplined or discharged must be submitted to the Employer, in writing, within three (3) days of discharge, suspension or discipline, otherwise the same will be considered to have been made for just cause.

Section 3. All warnings must be given in writing, and a copy of such warning shall be given to the employee and the Union. If no grievance is written to dispute the warning within five (5) days of action, it will be assumed that the warning is justified.

Section 4. Progressive discipline:

- (a) 1<sup>st</sup> offense – verbal warning
- (b) 2<sup>nd</sup> offense – written warning
- (c) 3<sup>rd</sup> offense – written warning, 3 day suspension
- (d) 4<sup>th</sup> offense – 5 day suspension
- (e) 5<sup>th</sup> offense – termination

Section 5. If the Employer has reason to reprimand an employee, the said reprimand shall be done in a manner that will not embarrass the employee before other employees or the public.

**ARTICLE 13. GENERAL**

Section 1. It is agreed that the parties hereto will continue their practice of not discriminating against any employee because of race, color, creed, religion, nationality, or sex, and further, that no employee shall be discriminated against or interfered with because of legal Union activities.

Section 2. No employee shall made or be requested to make any agreement, or enter into any understanding inconsistent or conflicting with the terms of the Agreement.

Section 3. The Employer shall provide reasonable bulletin board space for the posting of official Union notices.

## **ARTICLE 14. VETERANS RIGHTS AND BENEFITS**

Section 1. The seniority rights of all employees who enlist or who are drafted pursuant to an appropriate law now in force or to be enacted, shall be maintained during such period of military service. Each such employee shall have the right to reinstatement to their former position or to a position of equal status, at the salary rate previously received by him at the time of his induction into military service including all salary increases granted by the Employer to said employee's previous position during the period of such military service.

Section 2. Such reinstatement of veterans shall be upon application therefore made within ninety (90) days after such an employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act, as amended.

Section 3. The Employer agrees to allow the necessary time for any employee in the Reserves to perform the duties when called without impairment of his seniority rights and shall pay the difference between such service pay and eight (8) hours straight time for scheduled working time lost.

Section 4. The Employer agrees to pay an employee for all reasonable time involved in reporting for a physical examination for military service.

**ARTICLE 15. SEPARATION AND SEVERANCE PAY**

Section 1. Separation from the service of the Employer may result from voluntary resignation of the employee, or by the termination of his services by the appropriate Department Head.

Section 2. Employees who resign will tender the resignation in writing, if possible, at least two (2) weeks prior to the effective date of the resignation, in order to provide sufficient time for appointing and breaking in a successor.

Section 3. Termination of full-time employees' services can only be accomplished after such recommendation in writing has been referred to, reviewed, and approved by the Department Head in accordance to ordinance.

Section 4. SEVERANCE PAY. In the event of separation from employment through termination of services, except for cause and normal retirement, the following terms governing severance pay shall apply when related to length of service:

- |  |   |  |
|--|---|--|
| Six (6) years to fifteen (15) years of service | - | Three (3) days pay for<br>Each year of service |
| Sixteen (16) years and over                    | - | Three (3) months pay                           |

The terms of this Section shall not apply to part-time or seasonal employees with the express understanding that under no circumstances shall severance pay be granted to employees who are discharged for cause or who quit and terminate their employment of their own volition.

Employees retiring from their positions will be entitled to terminal leave pay equivalent to one-half the total number of unused sick days to a maximum of \$12,000.00.

**ARTICLE 16. LONGEVITY**

Section 1. In addition to the wages employees shall receive a longevity bonus in accordance with the following schedule:

| <b><u>Years of Service</u></b>       | <b><u>Amount of Annual Pay</u></b> |
|--------------------------------------|------------------------------------|
| For year in which completes 4 years  | \$ 550.00                          |
| For year in which completes 8 years  | \$ 850.00                          |
| For year in which completes 12 years | \$ 1200.00                         |
| For year in which completes 16 years | \$ 1500.00                         |
| For year in which completes 20 years | \$ 1800.00                         |

**ARTICLE 17. WAGES**

A. Effective January 1, 2004, all current temporary employees shall have their status up-graded to regular employees with current health benefit coverage.

B. Effective January 1, 2004 through December 31, 2007, for all employees hired after January 1, 2004, the increases in wages shall be as set forth below:

|                                       |                     |
|---------------------------------------|---------------------|
| Starting Salary as of January 1, 2004 | \$25,000.00         |
| After one (1) year of employment      | \$2,500.00 increase |
| After two (2) years of employment     | \$2,600.00 increase |
| After three (3) years of employment   | \$2,700.00 increase |
| After four (4) years of employment    | \$2,700.00 increase |
| After five (5) years employment       | \$2,800.00 increase |

C. Seniority date shall go back to the date of hire for all other purposes.

D. Effective January 1, 2004 and through December 31, 2007, for all employees hired prior to January 1, 2004, the increases in wages shall be as set forth in the table below:

|                 |   |
|-----------------|---|
| January 1, 2004 | \$1,100.00 across the board increase for all employees in the bargaining unit |
| January 1, 2005 | \$1,100.00 across the board increase for all employees in the bargaining unit |
| January 1, 2006 | \$1,300.00 across the board increase for all employees in the bargaining unit |
| January 1, 2007 | \$1,300.00 across the board increase for all employees in                     |

the bargaining unit.

E. Employees shall receive a \$400.00 clothing allowance (per year). Employees starting on or after January 1, 1998 through December 31, 2003 shall be eligible for a merit increase of \$1,500 after six months of employment, \$500 after one year's employment, \$1,000 after two years' employment, \$500 after three years' employment

and \$500 after four years' employment. The parties agree that entitlement to the merit increase is made at the sole discretion of management and a denial of the payment is non-arbitrable. The parties also agree that seasonal and/or part-time employees shall not be eligible for the increase.

F. All employees who are called to work snow removal at least four (4) hours prior to the start of the next regular shift and who work the next contiguous shift following the snow removal, shall be paid time and one-half for all hours worked during that next scheduled shift immediately following the snow removal.

## **ARTICLE 18. EDUCATIONAL PROGRAM**

Section 1. The Employer agrees to contribute one cent (\$.01) per hour, excluding overtime hours, to Teamsters Local 11 Educational Program for all hours an employee receives pay (excluding overtime hours). Such Fund is to be administered in accordance with Local 11 Benefits Plan Trust Agreement by an equal number of Employer and Employee Trustees.



**ARTICLE 19. WORK BY SUPERVISORS**

Supervisors will not perform work normally performed by members of the bargaining unit effecting overtime, specifically, prior to 7:30 AM and after 4:30 PM.

## **ARTICLE 20. SHOP STEWARD CLAUSE**

Section 1. The Union may appoint one of their accredited members to act as Shop Steward. It shall be his duty to receive complaints and dispose of them in the manner provided under Grievance Procedure and Arbitration. It is the intention of the parties hereto that the Shop Steward will, to the best of his ability, attempt to carry out the terms, provisions and intentions of this Agreement, and to that end will cooperate with management to the fullest extent. It is understood and agreed, however, that the Shop Steward shall have no authority of any kind save that given under this Agreement. It is also agreed that the Shop Steward will be the first man to report to work and the last man to be laid off, regardless of seniority rating, and shall be subject to all other provisions of this contract.

Section 2. The Shop Steward shall not be discriminated against because of his faithful performance of duties of such.

Section 3. The authority of the Shop Steward and alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

(a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

(b) 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:

1. have been reduced to writing, or
2. if not reduced to writing, are of routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the Employer's business.

Section 4. Shop Stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union.

Section 5. The Employer shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

Section 6. Stewards shall be permitted to investigate, present and process grievances on the property of the Employer, without loss of pay, between the hours of 7:30 and 8:00 AM and 4:00 and 4:30 PM. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

Section 7. The Shop Steward shall have seniority preference for layoff purpose ONLY.

Section 8. The Chief Steward or his designated alternate will be permitted to attend arbitration hearings without loss of pay, which must be requested in writing with ample notice.

Section 9. The Employer agrees to allow reasonable time for the Shop Steward or the designated alternate to hand out Union receipts, communications, etc., which have been sent by the Union office to be distributed to its members, between the hours of 7:30 and 8:00 AM and 4:00 and 4:30 PM.

## **ARTICLE 21. SEASONAL OR PART-TIME EMPLOYEES**

Section 1. Seasonal or part-time employees shall be notified as such at the time of hire.

Section 2. Seasonal or part-time employees shall not be required to join the Union or pay a representation fee.

Section 3. Seasonal or part-time employees shall be hired for summer help, short-term government grants or special projects.

Section 4. Seasonal or part-time employees are employees who work thirty-five (35) hours or less per week.

Section 5. No regular employee shall be laid off or suffer a reduction in hours as a result of the use of seasonal or part-time employees. No seasonal or part-time employee may be hired while any regular employee is on lay-off status.

**ARTICLE 22. DURATION OF AGREEMENT**

THIS AGREEMENT shall become effective on January 1, 2004, and shall continue in full force and effect until December 31, 2007. This Agreement shall automatically renew itself from year to year thereafter, unless either party is given notice in writing at least sixty (60) days prior to the expiration date to change or modify or terminate this Agreement. In such cases, the parties shall endeavor to negotiate a new Agreement within sixty (60) days prior to the expiration of this Agreement.

**TOWNSHIP OF NORTH BERGEN**

**TEAMSTERS UNION LOCAL NO. 11**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

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**COMMITTEE**

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EXHIBIT "A"