

AGREEMENT

BY AND BETWEEN

THE TOWNSHIP OF ROCHELLE PARK

AND

TEAMSTERS LOCAL 97 OF NJ

affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

EFFECTIVE: JANUARY 1, 2013

EXPIRES: DECEMBER 31, 2015



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AGREEMENT

This agreement made this 1st day of January 2013, by and between THE TOWNSHIP OF ROCHELLE PARK, hereinafter referred to as the "Employer", and TEAMSTERS LOCAL 97 OF NEW JERSEY, hereinafter referred to as the "Union".

WITNESSETH

Whereas, it is the intent and purpose of the parties hereto to promote and improve the industrial and economic relations between the Employer and its employees and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment.

Now, therefore, the parties hereto mutually agree as follows:

ARTICLE I

UNION RECOGNITION

1. The Employer hereby recognizes the union as the sole and exclusive bargaining agent on behalf of all the employees in the collective bargaining unit.

2. The term "employees" shall embrace all workers in the Department of Public Works. All other employees, including office clerical, professional employees, and all or any supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees or effectively recommend such action, are specifically excluded.

3. This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns. In the event an entire operation or any part thereof is taken over by receivership or bankruptcy proceeding, of this Agreement for the life thereof.

ARTICLE II

UNION SHOP

1. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the ninetieth calendar day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the ninetieth calendar day following the beginning of such employment, become and remain members in good standing in the Union. Where the effective date of the Agreement is made retroactive, the execution date shall be substituted for the effective date.

2. Employees shall be on probation for a period of ninety (90) calendar days. The Employer shall have the right to discharge employees during their probationary periods with or without cause. Upon the satisfactory completion of probationary periods,

employees shall be placed upon the seniority list as of their hiring dates. During the employee's probationary period, he shall not be entitled to any fringe benefits under this Agreement.

3. Upon receiving the written authorization of an employee, the Employer agrees to deduct from the 1st pay of each month membership dues, in such amounts as shall be fixed pursuant to the By-Laws and Constitution of the Union during the full term of this Agreement and any extension or renewal thereof, the Employer agrees that such deductions shall be held in trust for the Union and shall, within five (5) days after deduction, forward to the duly authorized officer of the Union a check representing such union dues and a list of names and addresses from whom the deductions were made.

4. The Employer agrees to notify the Secretary-Treasurer of the Union within thirty (30) days of hire of all employees, their address, classification, rate of pay social security number, and date of birth, and of all removals from the Employer's payroll.

ARTICLE III

CONDUCT OF UNION BUSINESS

PLANT VISITATION

1. Union representatives shall be given the right to enter the Department of Public Works premises at all reasonable times for the purpose of investigation of grievances and to secure the enforcement of the provisions of this Agreement and for such other

purposes as may be necessary, provided, however, that prior to entering the D.P.W. proper, they shall first advise the front office of their presence or intentions to enter the D.P.W. proper,

BULLETIN BOARDS

2. The Employer will provide a reasonable number of bulletin boards in the D.P.W. for the exclusive use of the Union.

ARTICLE IV

STEWARDS

1. The Employer recognizes the right of the Union to designate a Steward and an alternate to act in the absence of the steward for the enforcement of this Agreement.

2. The authority of Steward and alternates shall be limited to, and shall not exceed, the following duties and activities:

- a. Process grievances;
- b. Participate in negotiations;
- c. Participate in disciplinary or disability proceedings.

ARTICLE V

SENIORITY

1. Seniority shall be deemed broken under the following circumstances:

- a. When an employee is discharged for cause;
- b. When an employee quits his job;
- c. Overstaying a leave of absence for one (1) day

with cause;

d. Accepting other employment when on a requested leave of absence;

e. In rehiring after lay-off, the Employer shall send notice to the employees by Certified Mail, telegram or telephone, to the last known address appearing on the Employer's records. If within two (2) days of receiving notice an employee fails to report to work or give satisfactory explanation for not reporting, he shall be considered as voluntarily quitting.

2. The Employer shall provide the Union with a seniority list showing the names, of employees, dates of hire, classifications and departments. Such list shall be delivered to the Union within thirty (30) days of the execution of this Agreement. If no challenges are made to the list within fifteen (15) days thereafter, the said list shall be considered correct. This list shall be kept current.

3. Employees employed on a regular part time basis shall not acquire seniority over employees on a regular full time basis. Their seniority shall apply as between themselves, subject to all other conditions of this Agreement.

ARTICLE VI

LEAVE OF ABSENCE

1. Any employee granted a leave of absence by the Employer with Union approval shall retain his seniority. All leaves of absence as provided herein must be in writing in order to be considered valid.

2. Any employee desiring a leave of absence from the Employer shall secure written approval. Such leaves shall not exceed three (3) months. Failure to comply with this provision shall result in complete loss of seniority rights of the employee.

ARTICLE VII

DISCHARGES AND DISCIPLINE

1. The Employer shall not discharge or discipline or suspend any employee without just cause. Before any employee shall be disciplined, suspended or discharged, there shall be a conference held between the Union and/or its Representative (Union Steward) and the Employer.

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.

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 the action, it will be assumed that the warning is justified.

ARTICLE VIII

GRIEVANCE AND ARBITRATION

1. Disputes arising out of application or interpretation of any of the provisions of the Agreement shall be handled in the following manner:

- a. Between the Shop Steward and Township representative; the Township's answer shall be made within twenty-four (24) hours. If no answer is made within 24 hours, the grievance shall be deemed to be denied.
- b. If no satisfactory disposition is made, either party may, within five (5) working days thereafter, refer the grievance to the Shop Steward and Union President and/or his representative on the one hand, and the management of the Township and/or its representative on the other hand; a decision shall be made within five (5) days. If no decision is made within five days, the grievance shall be deemed to be denied.
- c. If any dispute is not satisfactorily settled in accordance with the foregoing procedure,

either party may apply to the New Jersey State Board of Mediation for the selection of an Arbitrator within five (5) working days after the date of the decision respecting the grievance.

2. All grievances shall be in writing and signed by the aggrieved employee and the Steward. Employees involved in this procedure may do so on Township time. Grievances must be filed within five (5) working days of the event or occurrence grieved, unless a shorter time period is otherwise provided in this Agreement. All time limits in the Article shall be strictly construed. Failure to file or process a grievance within the required time limits shall constitute a waiver to proceed further with the grievance.

3. No grievance shall be retroactive for more than five (5) calendar days prior to the date of the filing of the written grievance.

4. Both parties agree to accept the decision of the Arbitrator as final and binding. If either party fails to comply with the award of the Arbitrator or with the procedures of this Article, either party has a right to take all legal and economic action to enforce compliance.

5. The Arbitrator appointed under the procedure above shall interpret the provisions of this Agreement. He shall have no power

to enlarge upon or reduce the obligations of the parties under the Agreement.

6. The Arbitrator's fee shall be borne equally by the Township and the Union.

ARTICLE IX

STRIKES AND LOCKOUTS

1. During the term of this Agreement, the Union guarantees the Employer, on behalf of itself and each of its members that there will be no authorized strike.

2. In the event any violation of the previous paragraph occurs which is unauthorized by the Union, the Employer agrees that there shall be no liability on the part of the International or Local Union, or any of their officers or agents.

a. The Union shall promptly order its members to return to work, notwithstanding the existence of any wildcat picket line.

3. The Employer shall have the right to discipline or discharge employees engaging in, participating in, or encouraging such action. However, an issue of fact as to whether or not any particular employee engaged in, participated in or encouraged any such violation, may be subject to the grievance procedure and/or arbitration.

4. The Township agrees to utilize its best efforts to provide for the protection of employees required to cross a picket

line in connection with the performance of their duty.

ARTICLE X

SAFETY AND HEALTH

1. The Employer agrees to comply with all health laws and regulations and to provide a sanitary washroom with hot and cold running water.

ARTICLE XI

NON DISCRIMINATION

No employee shall be discriminated against directly or indirectly because of his membership in or activity on behalf of the Union, nor will the Employer directly or indirectly discourage membership in the Union. The provisions of this Agreement shall apply to all employees without discrimination as to sex, age, color, race, national origin or creed.

ARTICLE XII

TRANSFERS

1. If an employee is permanently transferred to a lower rated job in lieu of lay-off, he shall receive the maximum rate of the lower rated job.

2. If an employee is temporarily transferred to another job for more than one consecutive day, the employee shall be paid his own rate or the lowest rate of the job to which he is temporarily transferred whichever is higher. (C)

3. Nothing herein contained shall be construed to require the

Employer to make transfers, as heretofore set forth, and any transfers shall be within the sole and absolute discretion of the Employer.

ARTICLE XIII

SALARIES AND EXISTING PRACTICES

1. Salaries for all employees covered by this Agreement shall be as set forth on Schedule A, annexed hereto and made part hereof.

2. Employees covered by this Agreement except those hired after January 1, 1999 shall receive, in addition to the salary set forth on Schedule A hereof, longevity compensation (computed on the base salary) as follows:

Employees completing 4 yrs. of service	2%
Employees completing 8 yrs. of service	4%
Employees completing 12 yrs. of service	8%
Employees completing 20 yrs. of service	10%

3. All conditions of employment, rates of pay, and hours of work in existence as of the effective date of this Agreement and not modified by this Agreement, shall be continued without modification

ARTICLE XIV

HOURS OF WORK

1. This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day per week, or of days of work per week, and shall not apply to

part-time workers.

2. The basic workweek shall consist of forty (40) hours from Monday to Friday inclusive. The basic workday shall consist of eight (8) hours per day exclusive of a thirty (30) minute lunch period.

3. All work performed in excess of forty (40) hours in any one (1) week shall be considered overtime and compensated for at the rate of time and one half.

4. All work performed on Saturday and Sunday shall be compensated for at time and one half.

5. Overtime work shall be equally distributed among employees as is reasonably practical among those capable of performing the work to be done.

6. When three or more employees are needed to work overtime, the steward shall be required to work providing he is capable to perform the work to be done.

7. Employees shall receive \$8.00 for breakfast, \$10.00 for lunch and \$15.00 for dinner during emergencies, ice, snow and floods.

8. During emergency work, snow, floods and ice removal, two (2) men shall be assigned on a truck between sundown and sunrise.

9. The hours shall be 7:00 a.m. until 3:30 p.m.

10. During an emergency, all Public Works Department employees shall be called before any relief drivers are called.

Any Public Works Department employee capable of driving shall be used as such, before relief drivers are called.

11. For the purpose of this contract, emergency is defined as a condition which necessitates corrective action immediately and which requires that employees be called back to work prior to or after their regular scheduled starting time.

12. When three or more employees are needed to work overtime, the steward shall be required to work providing he is capable to perform the work to be done.

13. Compensatory time will be granted in lieu of overtime at the employee's request. Employees shall be entitled to accrue a maximum of 20 hours of compensatory time per calendar year and must be used as time off.

ARTICLE XV

NOTIFICATION

All correspondence to the Union regarding the interpretation of and with reference to this Agreement shall be addressed to the President of the Union, located at 485 Chestnut Street, Union, New Jersey 07083.

ARTICLE XVI

CALL - IN - PAY

1. Employees shall be guaranteed a minimum of three (3) hours call in time at the appropriate rate of pay.

2. A minimum of \$150 per week shall be paid to employees on

standby.

3. A minimum of \$175 per week shall be paid to employees on standby when the following holidays fall within said week:

New Year's Day	Veteran's Day
Thanksgiving	Labor Day
Memorial Day	Christmas Day
Independence Day	

ARTICLE XVII

PROMOTIONS

1. For the purpose of this Article, a promotion shall be defined as any change from one job to another job in a higher wage rate range with or without an immediate change in rate of pay.

2. When an opportunity for promotion arises within the bargaining unit, the Employer shall post job openings on the bulletin boards. Employees desiring an opportunity to bid on such openings may file written requests. Such notice shall be posted for forty eight (48) hours. In selecting an employee for the job, due consideration shall be given preference, provided the employee has the requisite skill, training and experience for the position.

3. If the Employer is unable to fill the job from within the bargaining unit, it may hire from the outside.

ARTICLE XVIII

VACATIONS

1. Paid vacations shall be given by the Employer each year during the months of January through December, exact dates are at the discretion of the Employer, to employees covered by this

Agreement in the employ of the Company.

2. Notice of the exact vacation period for each employee entitled to paid vacations, will be given prior to May 15th in any year.

3. An employee entitled to vacation pay shall receive his full vacation pay during his last scheduled workday prior to his vacation period.

LENGTH OF SENIORITY

VACATION ALLOWANCE

After 6 mos. but less than 2 yrs.	5 working days
After 2 yrs. but less than 5 yrs.	10 working days
After 5 yrs. but less than 15 yrs.	15 working days
After 15 yrs. and over	20 working days

ARTICLE XIX

PART TIME OR TEMPORARY EMPLOYEES

The Employer may use regular part time or temporary employees, provided they shall not be used as a subterfuge to defeat this Agreement.

ARTICLE XX

HOLIDAYS

1. Each employee covered by this Agreement who has been in the employ of the Township for a period of ninety (90) calendar days, provided that such employee works during the day prior and subsequent to the holiday, shall receive eight (8) additional hours pay at basic hourly rates without work for the following days:

New Year's Day	Labor Day
M.L. King's Birthday	Columbus Day
Lincoln's Birthday or Floating Day	
Veteran's Day	President's Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
Christmas Day	Independence Day
Election Day or Floating Day	
(14 Holidays	- 2 Personal Days)

2. For any work performed on a holiday, an employee shall receive compensation of one and one-half (1 ½) times his usual basic hourly wage rate and, in addition, shall receive eight (8) hours of holiday pay at basic hourly wage rates.

3. Any employee who is laid off shall be compensated for any of the recognized holidays that fall within the seven (7) calendar day period of his last day of employment.

4. In the event any of the holidays above-mentioned should occur on a Sunday and said holiday is officially celebrated on a Monday, then Monday shall be considered the regular holiday. If the holiday falls on a Saturday, it shall be celebrated on the previous Friday.

5. Paid holidays shall constitute eight (8) hours time worked in computing the forty (40) hour workweek for overtime basis, during the workweek when the holiday is not worked.

6. If a holiday falls during an employee's vacation time, he shall receive the holiday pay in addition to his vacation pay.

7. On Memorial Day weekend two (2) employees are to be paid stand by weekend duty rate.

ARTICLE XXI

SICK LEAVE PAY AND WORKERS COMPENSATION

1. Sick leave, with pay, shall be provided to employees on an as-needed basis whenever an employee, due to illness or injury, is unable to perform his or her job duties.

2. The Employer may require the employee to furnish a doctor's certificate, at the expense of the Township, to verify such illness or injury.

ARTICLE XXII

FUNERAL LEAVE

1. Employees shall be entitled to a maximum of three (3) days off with pay when death occurs in their immediate family for the purpose of attending the funeral. Immediate family shall be defined as mother, father, spouse, sister, brother, son, daughter, brother-in-law, sister-in-law and live in grandparents. This three (3) day leave shall commence from the date of death and each day in that leave period that falls within the employee's normal workweek.

2. Employees shall be granted as additional two (2) days bereavement leave at the discretion of the Superintendent of D.P.W. and/or Township Committee or its designee.

ARTICLE XXIII

JURY DUTY PAY

In the event an employee shall be summoned for jury duty, he shall receive an equal amount to the difference in his regular pay and the government's allotment for a period not to exceed two (2) weeks. Employees shall notify the Employer within twenty-four (24) hours after they receive jury notice.

ARTICLE XXIV

HEALTH BENEFITS PROGRAM

1. The Employer shall continue the Health Benefits Program. The Employer may change carriers of the Dental, Hospitalization, Major Medical, Surgical Program as long as the amount of benefits is equal or better for all employees and their families.

2. The Employer shall continue the current Prescription Program with the current co-pays of \$1.50 and \$5.00.

3. The Employer shall continue to supply a \$15,000 death benefit insurance policy.

4. The Employer shall continue to provide hospitalization to all legally retired employees as provided by State Law who have been employed for 25 years of service and 55 years of age (N.J.S.A. 52:14-17.25 et seq.; N.J.A.C. 4:17-9).

5. Effective January 1, 1988, the Employer shall continue to enroll all employees and their families covered by this Agreement in the New Jersey Delta Plan or equivalent plan.

ARTICLE XXV

MANAGEMENT RIGHTS

The management and the conduct of the business of the Employer and the direction of its working force are the right of the Employer. The Employer shall have the right, subject to the terms herein contained, to hire and lay off employees, to classify, assign, transfer and promote them, to discipline or discharge them for cause, to establish working schedules, and, in general, to maintain discipline, order and efficiency in its plants. Further the Employer reserves the right to publish reasonable rules and regulations from time to time as it may deem necessary and proper for the conduct of its business, provided that the same are not inconsistent with terms of this Agreement.

ARTICLE XXVI

TERMINATION AND EXTENSION OF AGREEMENT

1. The term of this Agreement shall be from January 1, 2013 through December 31, 2015.
2. In the absence of written notice given at least sixty (60) days prior to the expiration date by either party to the other of intention to terminate, this agreement shall automatically be renewed for a period of another year, and from year to year thereafter, until such time as sixty (60) days notice is given prior to the annual expiration date.
3. The procedure to be followed in the event such notice of

termination shall be given is the procedure set forth in the New Jersey Public Employer-Employee Relations Act.

4. If, following of receipt of such notice, negotiations have not been concluded within the sixty (60) day period, the Agreement may be extended for an additional period of thirty (30) days from its termination date, upon fifteen (15) days notice in writing by either party to the other. In such event, however, and if the extension is accepted, any changes made shall be effective as of the expiration date. If the parties fail to reach an agreement either after the sixty (60) days notice termination or the extended period termination, this Agreement shall terminate.

SCHEDULE "A"

ROCHELLE PARK

BASE PAY - SALARY GUIDE

	YEAR 1	YEAR 2	YEAR 3
Upon completion of 5 th YEAR	\$68,288	\$69,654	\$71,047
Upon completion of 4 th YEAR	\$60,480	\$61,689	\$62,923
Upon completion of 3 rd YEAR	\$52,674	\$53,727	\$54,802
Upon completion of 2 nd YEAR	\$44,776	\$45,672	\$46,585
Upon completion of 1 st YEAR	\$37,064	\$37,805	\$38,561
STARTING	\$29,259	\$29,844	\$30,441

Lead worker shall receive an additional \$125.00 extra per pay (\$3,250) annually.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives executed this Agreement as of the day and year first above written.

TOWNSHIP OF ROCHELLE PARK

TEAMSTERS LOCAL 97 OF NJ

(S) *John J. Gerow*

Mayor

(S) *John J. Gerow*

John J. Gerow, President

(S) *Virginia De Mena*

Municipal Clerk

(S) *Patrick Guaschino*

Patrick Guaschino
Vice President

(S) *Roy Spraguer*

Roy Spraguer
Chief Steward