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THIS BOOK DOES  
NOT CIRCULATE

C O N T R A C T

BETWEEN

TOWNSHIP OF EDISON

AND

INTERNATIONAL BROTHERHOOD  
OF  
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA  
LOCAL #11

73-75

THIS AGREEMENT made and entered into as of the 1st day of January, 1973, between the TOWNSHIP OF EDISON, DEPARTMENT OF PUBLIC WORKS, hereinafter referred to as the "EMPLOYER" and LOCAL #11, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, a labor organization, hereinafter referred to as the "UNION".

W I T N E S S E T H

WHEREAS, the Union has presented proof that it represents a majority of the Sanitation, Disposal, Road and Parks employees, excluding Supervisory, Office and Clerical employees; and

WHEREAS, the Township of Edison by virtue thereof, has recognized the said Union as the sole and exclusive bargaining agent for all the Sanitation, Disposal, Road and Parks employees, excluding Supervisory, Office and Clerical employees of the Township of Edison.

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

ARTICLE 1 - RECOGNITION

Section 1. The Township of Edison hereby recognizes the Union as the sole and exclusive bargaining agent for all employees now employed or to be employed by the Sanitation, Disposal, Road and Parks Departments, excluding Supervisory, Office and Clerical employees of the Township of Edison 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 Sanitation, Disposal, Road and Parks employees, excluding Supervisory, Office and Clerical employees of the Township of Edison.

Section 3. Wherever used herein the term "employees" shall mean and be construed only as referring to a Sanitation, Disposal, Road or Parks Department employee covered by this Agreement.

## ARTICLE 2 - UNION SECURITY

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

All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing. All present employees who are not members of the Union shall pay to the Union a service fee as set forth below.

Section 2. It is agreed that at the time of hiring the Township of Edison will inform newly hired employees, who fall within the bargaining unit, that they may join the Union thirty-one (31) calendar days thereafter.

Section 3. Whenever an employee, who either falls within the bargaining unit or is regularly assigned to and performs the same duties as employees within the bargaining unit fails to become a member as provided he shall pay to the Union a monthly service fee equal in amount to the monthly Union membership dues as remuneration for the various services provided him by the Union.

Section 4. If written authorization is not made by an employee, the Union agrees that it shall have the sole responsibility for the collection of the service fees, and that the payment of Union dues, initiation fees and service fees shall not be a condition of employment.

Section 5. Check-Off of Union Dues

a. The employer hereby agrees to deduct from the wages

of employees by means of 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 2nd salary paid to each employee during the month and such deduction made the first month shall be a double deduction and thereafter the regular deduction shall apply to dues owed for the following month.

- 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 within fifteen (15) calendar days after such deduction is made.
- c. The Employer agrees to forward the full name and address for all new employees who become eligible for membership and for whom initiation fee is deducted. 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.

### ARTICLE 3 - GRIEVANCE PROCEDURE

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

Section 2. A grievance to be considered under this procedure must be initiated in writing within ten (10) calendar days

from the time when the cause for the 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 step 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. The Supervisor shall within five (5) working days thereafter give an oral or a written decision on the grievance.
- c. If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to writing and the Shop Steward shall serve the same upon the Employer. Within three (3) working days thereafter, the grievance shall be discussed between the Director of Public Works and a representative of the Union. A written decision shall be given to the Union within three (3) working days thereafter.
- d. If the decision given by the Director of Public Works to the Union does not satisfactorily settle the grievance, the Union shall notify the Administrator within three (3) working days of its desire to meet with the Department Head, who shall meet with a representative of the Union within five (5) working days

after receipt of such notice by the Administrator.

A written decision shall be given to the Union within three (3) working days thereafter.

- e. In the event the grievance is not satisfactorily settled by the meeting between the Department Head and the representative of the Union, then both parties agree that within ten (10) calendar days either party may request the American Arbitration Association to aid them in a selection of an Arbitrator, according to the rules and regulations of the Association, 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 the 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 4 - SENIORITY

Section 1. The Employer 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 Employer.

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

- (1) He shall select from the same department a man of higher classification with the least seniority available.
- (2) 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.
- (3) 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 (1) and (2) 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 sixty (60) calendar days of employment for all new employees shall be considered a probationary period.

- b. During the aforementioned probationary period, the Employer 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 Employer shall have no responsibility for the re-employment 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 Employer 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 an employee is dissatisfied with the determination of the Employer, he may institute a meeting with the Department Head within three (3) calendar days after the notification of the selection is made, however, the decision of the Department Head is final and binding upon the parties.
- b. The Employer 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. Preference will be granted on the basis of departmental seniority provided the applicant has the necessary skill and ability to perform the work required. However, all other department employees



are eligible to bid. Lateral and down-bidding will not be considered, however, the Employer may waive this prohibition in case of health problems or other special circumstances.

- 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. If it shall be determined by the Employer at any time after the first ten (10) 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 Employer shall establish the hourly rate for any new or materially changed job title and shall notify the Union in writing. If the Union files a written protest, the Union and the Employer shall jointly study the new or changed job title and its relationship to the other job titles in the Employer's system on the basis of factors and procedures customarily used in job evaluation programs and shall determine the appropriate hourly wage rate accordingly.

Section 5. Force Reduction

- a. The Employer agrees that it will not engage any new employees 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 Employer, however, no employee 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 rehiring the reverse principle shall apply; namely, the last employee laid off shall be the first to be rehired.
- c. In the event of a reduction in the number of persons in a job classification or of the abolishment of a job classification, the displaced employee may bump into a classification first which carries the same rate of pay, secondly into a classification carrying a lesser rate of pay, and finally, into a classification carrying a higher rate of pay, only if he is qualified to perform the duties and is of greater seniority than the employee being bumped.
- d. Notice of any impending lay-off shall be placed upon the bulletin board seventy-two (72) hours prior to the lay-off.
- e. An 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 4th calendar day following the first working day following the 3rd 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. Lay-off of more than twelve (12) consecutive months.

#### ARTICLE 5 - HOURS OF WORK AND OVERTIME

Section 1. The normal work week shall be from Monday to Friday both inclusive, and shall comprise five (5) days of of eight (8) hours each.

Section 2. Any work performed beyond eight (8) hours in any one day of the normal work week shall be considered overtime and be compensated for at one and one-half (1-1/2) times the regular hourly rate of pay.

Any work performed on the 6th day of the employee's normal work week shall be compensated for at the rate of one and one-half (1-1/2) times the regular hourly rate of pay and all work performed on the 7th day of the employee's normal work week shall be considered overtime and compensated for at two (2) times the regular hourly rate of pay.

Section 3. Employees called to work prior to the start of their normal shift shall be paid overtime for any such time worked, but such overtime payment shall not apply to any of the hours of the normal shift.

Section 4. 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 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 5. In the event an employee reports for his 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 regular rate of pay.

Section 6. 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.

Section 7. 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.

Section 8. 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 9. Employees shall be granted no more than fifteen (15) minute coffee break in the morning and no more than fifteen (15) minute coffee break in the afternoon without loss of pay.

Section 10. When an employee is required to work in excess of ten (10) hours or more, he shall be granted a second

one-half (1/2) hour lunch period at no loss of pay for such lunch period, and shall be granted an additional one-half (1/2) hour lunch period for each five (5) hours over the abovementioned ten (10) hours.

Section 11. 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.

Section 12. Supervisors will not perform work normally performed by members of the bargaining unit, except in an emergency or for training, if such performance deprives an employee of the opportunity of working a higher-rated job.

#### ARTICLE 6 - 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	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Independence Day	Christmas Eve Day - 1/2 Day
Labor Day	Christmas Day

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 may be celebrated and compensated accordingly on the day preceding or the day following such holiday at the discretion of the Employer.

Section 4. If a holiday falls within the vacation period of an employee, the employee shall receive pay for same or an additional day of vacation at the discretion of the Employer. If the employee is required to forfeit such holiday falling within his vacation period, he shall have the right, upon adequate notice to the Employer, to refuse the holiday pay and to take a work day off, not during his vacation period, nor the day before or the day after a holiday and suffer no loss in pay.

#### ARTICLE 7 - VACATIONS

Section 1. The Employer agrees to grant to all employees within the bargaining unit vacations with pay in accordance with the following schedule, which will become effective January 1, 1974.

<u>LENGTH OF SERVICE</u>	<u>VACATION PER YEAR</u>
1st Year	1 Day per month - not to exceed ten (10) days
2nd thru 9th Years	10 Days
10th thru 14th Years	15 Days
After 15th Year	20 Days

In the event any other group of Municipal employees, other than the Department of Public Safety, are granted additional

vacation days other than as shown above, this Agreement shall be adjusted to reflect an equal change.

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.

Section 3. The vacation schedule shall be drafted by the Employer on or before April 1st 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 vacations shall be determined by the Employer with due regard to its efficient operation.

Section 4. Vacations shall be taken during the regular vacation period between April 1st and December 31st 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.

#### ARTICLE 8 - LEAVES

##### Section 1. Leave of Absence Without Pay

Upon making timely application, 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.

##### Section 2. Paid Sick Leave

- a. Twelve (12) days paid sick leave each year shall be granted to all employees and the same shall be cumu-

lative from year to year.

- b. Employees shall be entitled to one (1) paid day for personal leave of absence each year.

Effective January 1, 1975, employees shall be entitled to two (2) paid days for personal leave of absence each year.

Section 3. Bereavement Leave Pay

- a. Employees will be granted three (3) days off with pay at the employee's straight time rate in the event of the death of the employee's spouse or child; and three (3) days in the event of the death of any other member of the immediate family defined as parent, parent-in-law, child, sister or brother, spouse or other members of the employee's household. The Employer reserves the right to verify the legal relationship of the family member to the employee.
- b. Employees shall be granted one day off, the day of the funeral, without loss of pay, for the funeral of any other relative.

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) hours straight time 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 9 - VETERAN'S 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 his 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, together with 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 therefor 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 his duties when called without impairment of his seniority rights and shall pay the difference between such Service pay and eight (8) hours straight time pay 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 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 in accordance with its present practice, and to pay for same.

Section 2. Payment of a life insurance policy is based upon present policy.

Section 3. All employees shall continue to be provided with the following at no cost to the employee:

- a. Two (2) pair of ankle top safety shoes (work) per year. An additional pair of work shoes shall be

provided to laborers ("pickers") in the Sanitation Department as required.

- b. Work gloves as needed.
- c. Summer uniforms with short sleeves shall be provided and maintained by the Employer between May 1st and October 1st of each year.
- d. Winter uniforms shall be provided and maintained by the Employer between October 1st and May 1st of each year.
- e. Other protective clothing or equipment which in the opinion of the Employer is necessary to perform the job.
- f. Shields or goggles, prescription type, if necessary.

#### ARTICLE 11 - WORK SCHEDULE

8 a.m. to 4:30 p.m.	Disposal and Road Employees
7 a.m. to 3:30 p.m.	Sanitation Employees
8 a.m. to 4:30 p.m.	Parks Employees

#### ARTICLE 12 - DISCHARGE

An employee shall not be discharged except for just and sufficient cause, except that newly engaged employees on probation status shall be subject to dismissal for any cause whatsoever. The Union shall be notified of the discharge of any employee, except a probationary employee, at the time of such discharge and such notification shall set forth the reason for said discharge.

#### 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 make or be requested to make any agreement, or to enter into any understanding inconsistent or conflicting with the terms of this Agreement.

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

Section 4. No clause in this Agreement shall be construed or interpreted as to imply any lowering of present wages or working conditions which are of benefit to all employees.

ARTICLE 14 - CLASSIFICATIONS AND WAGE RATES

SEE "APPENDIX I" ( ATTACHED)

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

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE OF ANNUAL PAY</u>
For Year In Which Completes 4 Years	2%
For Year In Which Completes 8 Years	3%
For Year In Which Completes 12 Years	4%
For Year In Which Completes 16 Years	5%
For Year In Which Completes 20 Years	6%

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 their resignations 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 the successor.

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

Section 4. All employees will, when leaving the service of the Employer, complete and sign the "Termination Receipt" when receiving their final compensation. This receipt will be filed in the employee's Personnel History File, as evidence of the satisfaction of all claims against the Employer.

Section 5. Severance Pay

In the event of separation from employment through termination of service, except for cause, the following terms governing severance pay shall apply when related to length of service:

1 Year to 5 Years' Service - 1 Day's Pay for Each Year of Service

5 Years to 10 Years' Service - 2 Day's Pay for Each Year of Service

Over 10 Years' Service - 20 Working Days

The terms of this section shall not apply to part-time or temporary 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.

ARTICLE 16 - MANAGEMENT RIGHTS

Management shall have the right to determine all matters concerning the management and administration of the various divisions of Department of Public Works of the Township of Edison to include, but not be limited to, the right to direct the working force, to

hire and discharge for cause, inefficiency, incompetency and other good and sufficient reasons; and to determine the number of employees needed for specific job assignments, except as expressly limited by the specific provisions of this Agreement.

ARTICLE 17 - DURATION OF AGREEMENT

This Agreement shall become effective on January 1, 1973, and shall continue in full force and effect until December 31, 1975.

This Agreement shall automatically renew itself from year to year thereafter, unless either of the parties 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.

Except as set forth above, all provisions of the collective bargaining agreement between the parties remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers:

TEAMSTERS LOCAL UNION NO. 11

TOWNSHIP OF EDISON  
DEPARTMENT OF PUBLIC WORKS

John Barabar V.P.

Donald J. Dunphy  
Mayor

Robert Campbell

\_\_\_\_\_

J. Hansen

\_\_\_\_\_

George Banducci

\_\_\_\_\_

Stephen Kellan

Ralph [unclear]

APPENDIX I

WAGES

<u>CLASSIFICATION</u>	<u>RATE PER HOUR</u>
Laborers	3.72
Drivers	4.04
Tandem Truck Driver	4.25
Equipment Operators	4.36
Equipment Operators - Disposal	4.41
Welder	4.46
<i>HEAVY EQUIPMENT OPER.</i>	<i>5.36</i>

Effective January 1, 1974, all basic and individual rates will be increased by five (5) percent.

Effective January 1, 1975, all basic and individual rates will be increased by five and five-tenths (5.5) percent.

Drivers, while operating the tractor trailer, will be paid an additional ten cents (\$.10) per hour.

Individual rates apply only to those men so designated on the circulated schedule which is hereby made a part of this contract and employees cannot move from one individual rate to another. No new employees will be added to the individual rate lists. When all employees on the original list of individual rate categories have terminated their employment, the individual rate category shall cease to exist and will be automatically removed from the contract in effect at the time of the event.