

AGREEMENT
BETWEEN
BOROUGH OF RUTHERFORD
AND
TEAMSTERS LOCAL 97 OF NEW JERSEY

I N D E X

1977-1979

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AGREEMENT

THIS AGREEMENT made as of the 1st day of January, 1977 by and between the Borough of Rutherford a municipality in the County of Bergen and State of New Jersey, hereinafter referred to as the "Borough" and the TEAMSTERS LOCAL 97 OF NEW JERSEY, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as the "Union".

PURPOSE

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious 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 consistent with the law and established practices not modified by this Agreement:

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I

UNION RECOGNITION AND CHECK-OFF

1. The Borough recognizes the Union as the exclusive representative, as certified on April 22, 1971, by the New Jersey Public Employment Relations Commission for the purpose of collective negotiation with respect to the terms and conditions of employment of all employees employed by the Department of Public Works, Borough of Rutherford, Bergen County, New Jersey but excluding all office clerical employees, professional employees, craft employees, policemen, managerial executives and supervisors

within the meaning of the New Jersey Employer-Employee Relations Act of 1968.

2. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the Borough and Union and consistent with applicable law) the Borough agrees to deduct from the first pay of each month membership dues (and initiation fees where applicable), 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 Borough shall promptly remit monthly any and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the Union.

3. The Borough will notify the Secretary-Treasurer of the Union within three (3) days of hire of all employees, their address, birth date, classification, rate of pay and social security number; and of all removals of employees from the Borough's payroll.

4. No employee shall be compelled to join the Union but shall have the option to voluntarily join said Union.

ARTICLE II

VISITATION AND BULLETIN BOARD

1. The Union representative will be permitted to visit Union Stewards and members on Borough premises for the purpose of discussing Union business.

2. The Borough shall supply one (1) bulletin board for the use of the Union to be placed in a conspicuous location in the

borough Garage which shall be for the use of the Union for the posting of notices and bulletins pertaining only to Union matters. All such bulletins must be posted only upon the authority of officially designated Union representatives. However, any bulletins deemed controversial must have the approval of the Department head.

ARTICLE III

STEWARDS

1. The Borough recognizes the right of the Union to designate one (1) steward and one (1) alternate for the enforcement of this Agreement. The Union shall furnish the Borough with a written list of the stewards and the alternate and notify the Borough of any changes.

2. The authority of 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.

3. The designated Union Steward shall be granted time with pay during working hours to investigate and seek to settle grievances, to attend all meetings and conferences on Contract negotiations with Borough officials.

ARTICLE IV

GRIEVANCE PROCEDURE

A. To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement, the following procedures shall be used. For the purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the Borough and any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement.

B. The procedure for settlement of grievances shall be as follows:

1. Step One

In the event that any employee covered by this Agreement has a grievance, within four (4) working days of the occurrence of the event being grieved the employee shall discuss it informally with his immediate supervisor. The supervisor shall decide the grievance within two (2) working days after the grievance is first presented to him.

2. Step Two

If no satisfactory resolution of the grievance is reached at Step One, then within two (2) working days the grievance shall be presented in writing to the Superintendent of Public Works. The Superintendent shall render a decision within five (5) working days after the grievance was first presented to him.

3. Step Three

If the Union wishes to appeal the decision of the Superintendent of Public Works, it shall be presented in writing

to the Borough Administrator, or his delegated representative, within five (5) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Borough Administrator or his authorized representative may give the Union the opportunity to be heard and will give his decision in writing within ten (10) working days of receipt of the written grievance.

4. Arbitration

(a) If no satisfactory resolution of the grievance is reached at Step Three, then within five (5) working days the grievance shall be referred to the State Board of Mediation for the selection of an Arbitrator. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

(b) The arbitrator shall have no authority to add to or subtract from the Agreement.

(c) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Borough Administrator on the grievance. Further, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the Civil Service Commission of the State of New Jersey may be submitted to arbitration. The parties herein direct the Arbitrator not to accept or to decide any matter in dispute that is subject to Civil Service Commission review and decision.

(d) Any employee covered by this Agreement may

have the right to process his own grievance with his representative.

(e) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.

ARTICLE V

MANAGEMENT RIGHTS

The Borough of Rutherford hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Borough Government and its properties and facilities and the activities of its employees;

2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge, or take any other disciplinary action for good and just cause according to law.

A. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations, and practices, and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.

B. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities, and authority, under R.S. 11,40 and 40A, or any other national, state, county or local laws or Ordinances.

MAINTENANCE OF WORK OPERATIONS

A. The parties agree that there shall be no lock-outs, strikes, work stoppages, job actions, or slowdowns during the life of this Agreement. No officer or representative of the Union shall authorize, instigate, or condone such activity, nor shall any employee participate in such activity.

B. It is understood that violation of the provisions of this Article may subject any employee participating in or condoning such activity to disciplinary action by the Borough. Such disciplinary action may include termination of employment, or any other appropriate lesser form of discipline.

ARTICLE VI

SENIORITY

1. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of transfer,

promotions, assignment of schedules, lay-off and recalls. In all cases however, ability to perform the work in a satisfactory manner will be a factor in designating the employee to be effected.

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

2. a. Laborers will be granted permanent status after four (4) months of employment.

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

4. In the event of lay-offs and rehiring, the last person hired in the job classification effected shall be the first to be laid-off, and the last person laid-off shall be the first to be recalled in accordance with his seniority in his classification, provided the more senior employee is able to do the available work in a satisfactory manner.

5. When promotions to a higher labor grade or transfers to another grade are in order the Borough shall make such promotions or transfers from among its regular employees; consideration for such promotions for transfers shall be based on seniority and ability to perform the work, and if an employee so promoted or transferred is not deemed qualified after a thirty (30) day trial period, the Borough may remove him and retransfer him to his former position.

6. The Borough shall prepare and forward to the Union a seniority list of employees by classification. Seniority lists shall be updated when necessary and shall be posted on the Union Bulletin Board showing the employees' names, classifications and seniority dates.

ARTICLE VII

POSTING

1. All new and vacant positions shall be posted on the Union Bulletin Board for a period of one week. Employees applying for such vacancies shall make a request in writing to the Superintendent of the Department of Public Works. Efforts will be made to fill vacancies from within the Representative unit; with seniority employees given preference.

2. The Union may contest the Borough's determination of position as to the qualification of the employees to perform the work. Should any such dispute not be resolved by the parties under the grievance procedures of this Agreement, the Union shall have the right to request binding arbitration.

ARTICLE VIII

LOSS OF SENIORITY

1. Seniority shall be lost by an employee for the following reasons:

(a) Voluntary quitting. Failure to report back for work no later than the beginning of the next work week following the conclusion or termination of a leave of absence shall be deemed to constitute a voluntary quitting.

(b) Discharge for cause.

(c) Failure to report for work within twenty-four (24) hours when called back (after lay-off) after receipt or telegram or registered letter unless such failure is mutually agreed between the Borough and the Union to be excusable.

(d) Failure to be called back to work for a period of twelve (12) months after a lay-off, unless a greater period of time to be established by agreement between the Borough and the Union.

ARTICLE IX

LEAVE OF ABSENCE

1. A permanent employee may be granted a leave of absence without pay for a period not to exceed thirty (30) days. The Borough will not unreasonably deny an employee's request for such leave of absence. This leave is subject to renewal for reasons of personal illness, disability, or other reasons deemed proper and approved by the Borough.

2. At the expiration of such leave, the employee shall be returned to the position from which he is on leave with all increases granted during his leave for his job classification.

3. Seniority shall be retained and shall accumulate during all leaves.

ARTICLE X

DISCHARGE AND DISCIPLINE

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

2. A grievance by an employee claiming that he has been unjustly discharged or suspended must be submitted to the Borough

in writing within two (2) weeks of the disciplinary action.

3. Any employee whose appeal has been sustained shall be returned to his former position and compensated at his regular rate for any time lost during the period of such dismissal.

4. Disciplinary warnings will be issued in writing to the employee and a copy to the Union.

ARTICLE XI

RULES AND REGULATIONS

1. Proposed new rules or modifications of existing rules governing working conditions shall, whenever practicable, be announced in advance and discussed with the Union before they are established.

ARTICLE XII

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 or week or of days of work per week and shall not apply to part-time work.

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

3. The normal starting time shall be 7:00 A.M. and quitting time 3:30 P.M. but may be varied for season operations or in emergencies.

4. The normal starting time will vary in the case of garbage men who commence work at 6:00 A.M. and rollers who may make their own starting time. Garbage men will commence on Saturdays

at 5:00 A.M.

ARTICLE XIII

REST PERIODS - WASH-UP

1. All employees shall receive two (2) rest periods each day without deduction in pay - one fifteen (15) minute mid-morning, and one fifteen (15) minute mid-afternoon.

2. All employees shall receive two (2) wash-up periods each day without deduction in pay, one ten (10) minute before lunch hour and one ten (10) minute before quitting time.

3. Drivers performing emergency snow plowing work for more than four (4) consecutive hours outside of a scheduled eight (8) hour day may take a rest period of one (1) hour with pay after the fourth consecutive hour. In addition, in each four (4) hour period of such emergency snow removal work a ten (10) minute coffee break may be taken, provided however, the driver shall not return to the garage for such break.

ARTICLE XIV

OVERTIME

1. All work performed in excess of eight (8) hours in any one (1) day and forty (40) hours in any one (1) week shall be considered over-time and compensated for at the rate of time and a half.

2. All work performed on Saturday shall be compensated for at time and a half, except for those employees regularly scheduled to work on Saturday. Should any employee be required to work on his scheduled day off, he shall receive compensation at the rate of time and one-half. Should any employee be required to work a second

scheduled day off, immediately following the first scheduled day off, he shall be compensated at the rate of double time.

3. The Borough will make every effort to equalize overtime by classification whenever possible.

ARTICLE XV

CALL-IN PAY

1. Any employee, who, in the absence of advance notice given him prior to the end of his previous regular shift, reports for work on his regular schedule shall be guaranteed four (4) hours' work or four (4) hours' pay, based on straight-time work rates, in lieu thereof.

CALL BACK TIME

2. Any employee who is called back to work after having completed his regular scheduled shift shall be compensated at time and one-half the straight-time hourly rate of pay worked, with a minimum guarantee of four (4) hours' work or pay in lieu thereof. Weekend stand-by pay...4 hours for employees.

ARTICLE XVI

WAGES

1. The rates of pay for each job classification in the Department of Public Works are set forth in Appendix A attached hereto and made a part thereof.

ARTICLE XVII

LONGEVITY

1. Effective January 1, 1977 each employee shall be paid, in addition to his base pay a longevity increment based upon years of service in the employ of the Borough in accordance with the following

schedule:

<u>YEARS OF SERVICE</u>	<u>INCREMENT OF BASE PAY</u>
Upon completion of 5 yrs. of service	1%
Upon completion of 10 yrs. of service	3%
Upon completion of 15 yrs. of service	5%
Upon completion of 20 yrs. of service	7%
Upon completion of 25 yrs. of service	8%

2. Longevity increments shall be effective on July 1 or January 1 following the anniversary date of employment.

3. In computing any overtime pay which may become due any such employees, only the base pay shall be used.

ARTICLE XVIII

VACATIONS

Subject to Civil Service laws, rules and regulations when applicable, and consistent with existing practice, employees shall be granted the following annual leave for vacation purposes with pay:

1st year	=	1 working day per month
1-4 years	=	12 working days
5-9 years	=	14 working days
10-14 years	=	16 working days
15-19 years	=	18 working days
20+ years	=	21 working days

ARTICLE XIX

HOLIDAYS

1. Each full-time employee covered by this Agreement shall receive holiday pay equal to one day's pay at eight (8) hours straight-time without working during the following days, provided that such employee works during the day prior and subsequent to the

holiday.

a. An employee who has a justifiable excuse for absence on the day before or the day after the holiday shall nevertheless, receive holiday pay. Justifiable absences for these days are:

1. Sickness
2. Injury on the job
3. Jury Duty
4. Death in the immediate family

½ Day New Year's Eve	Labor Day
New Year's Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	½ Day Christmas Eve
	Christmas Day

2. An employee required to work on a holiday shall be paid time and one-half his regular pay in addition to holiday pay. Saturday holiday celebrated on Friday. Sunday holiday celebrated on Monday.

ARTICLE XX

SICK LEAVE AND BEREAVEMENT PAY

1. All permanent full-time employees covered by this Agreement shall be granted sick leave with pay of one working day for every month of service during the remainder of the first calendar year of service and fifteen (15) working days in each calendar year thereafter. The amount of such leave not taken shall accumulate from year to year.

2. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury, or exposure to contagious disease, and may include absence due to illness in the immediate family of the employee or necessary attendance upon a member of the immediate family.

3. An employee absent on sick leave shall submit acceptable medical evidence substantiating the illness if requested by the Borough.

4. Whenever an employee is scheduled to work any day outside the normal work week and is unable to do so because of any reason set forth in Section 2 of this Article, such day at his election may be charged as a day of sick leave with pay for eight (8) hours at straight time.

5. Every permanent full-time employee shall be granted three (3) days leave with pay upon the death of a member of his immediate family within the State of New Jersey and up to five (5) days if outside the State, with the consent of the Superintendent of Public Works. Immediate family shall include, spouse, children, parents, brothers, sisters and grandparents of employee or spouse.

6. Upon an employee's retirement after 25 years of service or upon a disability retirement, the employee shall be entitled to time off representing fifty percent (50 %) of all remaining accumulated sick days.

ARTICLE XXI

JURY AND MILITARY LEAVE

1. Every employee covered by this Agreement who is ordered to report for jury duty shall be granted a leave of absence from his regular duties during the actual period of such jury duty and shall receive for such period of jury duty an amount equal to the difference in his regular pay and his jury duty pay.

2. Military leave for employees training or serving with the

National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

ARTICLE XXII

HEALTH AND WELFARE

1. Hospital and Medical Insurance shall be provided as set forth from time to time in the Borough of Rutherford Ordinances.

ARTICLE XXIII

SAFETY AND UNIFORMS

1. The Borough will negotiate with the Union on questions regarding safety appliances and provisions to safeguard health which may be desired in addition to compliance with Federal and State Laws relating to safety and health.

1. a. The Borough will negotiate the makeup of a working safety committee.

2. All employees will be furnished with three sets of uniforms per year consisting of jackets, shirts, pants and gloves. Necessary foul weather gear also will be provided. Rollers may receive additional replacement uniforms upon recommendation of the Superintendent.

2. a. A \$35.00 allowance for safety shoes with replacements when in the judgment of the Superintendent of Public Works may be required.

ARTICLE XXIV

PERSONAL DAYS

Employees with more than one year of service may take three personal days per year which shall be charged against accumulated sick time. Employees must give the Superin-

tendent of Public Works 24 hours notice of their intention to take a personal day and must receive approval from the Superintendent to ensure that the Borough has adequate personnel on hand to perform all necessary functions.

ARTICLE XXV

SAVINGS CLAUSE

1. It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

2. If any such provisions are so invalid, the Borough and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XXVI

TERMINATION AND EXTENSION OF AGREEMENT

1. The term of this Agreement shall be from January 1, 1977 through December 31, 1979 and its terms and conditions effective with its commencement.

2. In the absence of written notice given at least sixty (60) days prior to 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. If, following the receipt of such notice, negotiations have not been concluded prior to the termination date, this Agree-

ment 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 expiration date. If the parties fail to reach an agreement either before the termination date or the date the extended period terminates, this Agreement shall terminate.

ARTICLE XXVII

COMPLETENESS OF AGREEMENT

1. This Agreement constitutes the entire collective bargaining agreement between the parties and includes and settles for the term of this Agreement all matters which were, or might have been raised in all collective bargaining negotiations leading to the signing of this Agreement.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their hands and seals this day of .

BOROUGH OF RUTHERFORD

(s) William P. Brooks
William P. Brooks, Mayor

(s) Helen Soroka
Helen Soroka, Borough Clerk

(s) Robert DiTommaso
Robert DiTommaso, Administrator

TEAMSTERS LOCAL 97 OF NEW JERSEY

(s) Arnold Ross
Arnold Ross, President

(s) Thomas A. Donohue
Thomas A. Donohue, Sec.-Treas.

(s) Andrew Trause
Andrew Trause, Dir. of Public Em.

NEGOTIATING COMMITTEE

Dave Perri - Chief Steward
Pat Ippolito
Warren Conroy
Harold Leenig

APPENDIX "A"

Salary increases over the life of the contract for those employees covered by this agreement shall be as follows:

1977 = 5%

1978 = 5%

1979 = 5%

Also, the parties agreed to a wage reopener if the Borough grants any other group of non-supervisory employees a salary increase of a greater percentage of base salary than that shown above.