

Contract no 1458

T

A G R E E M E N T

BETWEEN

THE TOWNSHIP OF NUTLEY

AND

**TEAMSTERS' LOCAL 97 OF N.J. INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF
AMERICA.**

DATED: JANUARY 1, 1990 TO DECEMBER 31, 1992

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

ARTICLE I

UNION RECOGNITION

The Township recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours and other conditions of employment for the following employees of the Department of Public Works: maintenance workers, repairers, equipment operators and parking meter collectors and repairers, laborers, water meter readers and water meter repairer; and for the following employees of the Department of Parks and Public Property: laborers, maintenance workers, garage attendants, equipment operators, tree climbers and tree trimmers.

ARTICLE II

SENIORITY

Section 1.

An employee shall be deemed probationary after his regular appointment to a permanent position and during his working test period consisting of the three (3) month period following the appointment. The seniority of an employee who attains permanent status in a position shall date from the date of his initial employment and shall be by classification within his department.

Section 2.

Subject to applicable Civil Service laws, rules and regulations, the junior employee within a classification shall be the first to be laid-off when a reduction in work force is necessary. A laid-off employee shall be called back to work in accordance with his seniority.

ARTICLE III

JOB PREFERENCE

The Township will endeavor to make provisional and temporary appointments to permanent and temporary positions, respectively, within

the department from the employees of the respective departments provided the employee is then qualified to perform the work of the position. The Union may contest the Township's determination as to the qualifications of the employee to perform the work of the position. 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 arbitration of the dispute pursuant to the arbitration provisions of this Agreement, provided, however, that the authority of the arbitrator in any such manner shall be limited to the determination by him as to the sole and exclusive issue of whether or not the Township's determination as to the qualifications of the employee was arbitrary and unreasonable.

ARTICLE IV

HOURS OF WORK

Section 1.

The normal work day shall consist of eight (8) consecutive hours exclusive of a one-hour lunch period. The normal work week shall consist of five (5) consecutive days, Monday through Friday. The normal starting time for the Department of Public Works shall be 8:00 a.m. and the normal quitting time shall be 4:30 p.m. (with a one-half hour lunch) except for certain equipment operators whose normal starting commences at 6:00 a.m. The normal starting time for the

Department of Parks and Public Property shall be 7:30 a.m. and the normal quitting time shall be 4:30 p.m. (with a one-hour lunch). It is recognized that starting and quitting times must vary for certain seasonal operations of each department including activities such as shade tree spraying, park maintenance, leaf removal, and with respect to emergencies such as those resulting from storms (snow removal, flooding, debris removal), vehicular accidents, water main breaks, sewer blockages, road cave-ins, and vandalism.

Employees required to work more than eight (8) consecutive hours in any one work day shall be paid for all time worked in excess thereof at the rate of time and one-half their regular rate of pay. Employees required to work more than forty (40) hours in any one week shall be paid for all time worked in excess thereof at the rate of time and one-half their regular rate of pay. Employees shall be paid for all work performed on Saturday and Sunday at time and one-half their regular rate of pay. However, there shall be no duplication in the payment of overtime or premium day pay.

Section 2.

Except with respect to snow and other emergencies, scheduled overtime opportunities (including standby) shall be distributed within a department by classification as equitably as possible among the employees covered by the Agreement. Overtime records shall be maintained by the departments and adjustments as to any inequities in the distribution shall be made and posted every three (3) months.

Employees shall work overtime when requested unless excused. Failure of an employee to accept an overtime opportunity whether excused or not shall result in the employee's being charged with the overtime hours on the overtime distribution records.

Section 3.

Water Division and Sewer Division leadmen shall be paid for twenty (20) hours at their regular rate of pay for week-end standby (4:30 p.m. Friday to 8:00 a.m. Monday). The Water Division and Sewer Division leadman's helper shall be paid for eight (8) hours at his regular rate of pay of week-end standby.

Section 4.

Drivers performing emergency snow plowing work for more than four (4) consecutive hours outside their normal work day may take a rest period of one hour after the fourth consecutive hour of such work. In addition, in each four-hour period of such emergency snow removal work, a 10 minutes coffee break may be taken provided, however, the driver shall not return to the garage for such break.

Section 5.

During the normal eight-hour day, a 15 minutes coffee break may be taken in the forenoon and in the afternoon.

Section 6.

Employees shall be permitted wash-up periods commencing fifteen (15) minutes before lunch and fifteen (15) minutes before quitting time.

ARTICLE V

SICK PAY AND BEREAVEMENT PAY

Section 1.

Every permanent employee 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 following permanent appointment and fifteen (15) working days in every calendar year thereafter. The amount of such leave not taken shall accumulate from year to year. Sick leave means absence from post of duty because of illness, accident, exposure to contagious disease, attendance at a member of the employee's immediate household family seriously ill and requiring the care or attendance of such employee. An employee absent on sick leave shall submit acceptable medical evidence substantiating the illness if requested by the Township.

Section 2.

Employees will be granted a bereavement leave of three calendar days off without loss of pay immediately following the death of any of the following members of the employee's immediate family: spouse, child, parent, brother, sister, step-sibling, grandparent, or grandchild. Employees will be granted a bereavement leave of one (1) calendar day off without loss of pay immediately following the death of any of the following members of the employee's family who also resided in the same household as the employee for the previous one (1) month period: aunt and uncle. Reasonable verification of death and residence shall be provided if requested by the Township.

Such bereavement leave is not in addition to any holiday, day off, vacation leave or compensatory time off falling within the time of the bereavement.

ARTICLE VI

UNIFORMS

The Township will provide for each permanent employee uniforms consisting of a jacket, two shirts, two trousers, rain gear and work shoes, with replacement of any of the above items to be at the discretion of the Municipal Engineer or Superintendent of Parks and Public Property. Either Superintendent may require an old items to be turned in upon replacement if the Superintendent so chooses.

ARTICLE VII

LEAVES OF ABSENCES

Section 1.

A permanent employèe may be granted a leave of absence without pay for a period not to exceed six (6) months. The Township will not unreasonably deny an employee's request for such leave of absence.

Section 2.

Every employee covered by this Agreement who is ordered to report for jury duty shall be granted a leave of absence from his regular 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.

Section 3.

Military leave for employees training or servicing 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 VIII

DISCHARGE AND DISCIPLINE

Section 1.

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

Section 2.

A grievance by an employee claiming that he has been unjustly discharged or suspended must be submitted to the Township in writing within three (3) working days of the disciplinary action; otherwise, the same will be considered to have been made for just cause.

Section 3.

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

Section 4.

The Union may grieve and obtain binding arbitration under the provisions of this Agreement as to whether an employee has been discharged, suspended or otherwise disciplined for just cause, as set forth in ARTICLE XIV, Section 2.

ARTICLE IX

BULLETIN BOARD

The Township shall provide a bulletin board for the Union for the purpose of posting Union notices of meetings, elections, appointments to Union positions, recreational and social events, and such other notices of official Union business. All such matters must be posted only upon the authority of officially designated Union representatives.

ARTICLE X

AGENCY SHOP AND DUES DEDUCTION

Section 1.

Any permanent employee in the bargaining unit on the date of execution of this Agreement who does not join the Union within thirty

(30) days thereafter, and any new permanent employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a Representation fee to the Union by automatic payroll deduction. The Representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees and assessments, as certified to the Township by the Union. The Union may revise its certification of the amount of the Representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit and provided that no modification is made in this provision by a successor agreement between the Union and the Township. For the purposes of this provision, employees who are re-appointed from year to year shall be considered to be in continuous employment.

Section 2.

The Township, after receipt of written authorization from each individual employee, shall deduct the dues from each pay period as presently deducted and shall transmit them monthly to the Secretary-Treasurer of the Union.

Section 3.

In making the deductions and transmittals as above specified, the Township shall rely upon the most recent communication from the Union as to the rate of monthly dues and the proper amount of initiation fee.

Section 4.

The written authorization referred to in this Article shall be irrevocable for the period of one (1) year or until the termination date of the applicable collective bargaining agreement between the Union and the Township, whichever is the shorter period.

Section 5.

The Union agrees that it will indemnify and save harmless the Township against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Township at the request of the Union under this Article.

ARTICLE XI

UNION STEWARDS

The Union shall notify the Township of the employee it designates

to act as the Union steward in each of the departments for the purpose of investigation and presentation of grievances in accordance with the provisions of this Agreement.

ARTICLE XII

PAY

Section 1.

Salaries for all union employees shall be paid in accord with the 1990 salary ordinance for employees effective and retroactive to and from January 1, 1990, except that all union employees shall receive a six and one-half percent (6 1/2%) increase over and above their 1989 base salary. Further, effective on January 1, 1991, all union employees shall receive a six percent (6%) increase over and above their 1990 base salary. For the period from January 1, 1992 until December 31, 1992, all union employees shall receive a six percent (6%) increase over and above their 1991 base salary.

Section 2.

The starting rate for a new employee shall be fixed at \$1,500.00 below the maximum rate for the job classification in the year in which the new employee is hired. Upon completion of the first year (annual work starting date from date of hire) and during the second annual

working period, the differential as above mentioned shall be \$750.00. Upon the completion of the second year, the employee shall attain the maximum rate for the job classification in that respective year. The starting salary as herein mentioned shall progress from year to year. If an employee is promoted or transferred to a higher position, he shall attain the top salary for said higher position in two steps, with one-half the difference in pay being paid upon promotion and the other half being paid one year later.

Section 3.

It is the intent of this provision to establish a continuing potential differential of \$300.00 between the water repairers and certain other employees covered by this Agreement, namely park maintenance, equipment operators, road repairers and sewer maintenance workers. Such differential shall be at the discretion of the Township.

ARTICLE XIII

OVERTIME

Section 1.

The Township shall pay the employees for overtime pay on the regular pay period day following the period in which the overtime was worked.

Section 2.

If an employee is required to be called in to work because of an emergency or otherwise, said employee shall be paid in the case of the Public Works Department a minimum of two (2) hours pay, and in the case of the Parks Department, a minimum of four (4) hours pay.

ARTICLE XIV

GRIEVANCE AND ARBITRATION

Section 1. - GRIEVANCE

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

STEP 1

The Union Steward for the department involved shall present the grievance, in writing and signed by the aggrieved employee and the steward, within three (3) days of the occurrence giving rise to the grievance, to the foreman of the grievant for adjustment. The grievance shall immediately thereafter be discussed by the parties and/or representatives and an earnest effort to resolve the matter shall be made. The foreman shall make whatever additional investigation is

necessary and shall, within three (3) working days of presentation of the grievance, give an answer to the grievance.

STEP 2

If a grievance is not resolved at Step 1, the Steward may, within three (3) working days of receipt of the answer in Step 1, submit the written grievance to the General Foreman (Department of Parks and Public Property) or to the Superintendent of the Water Division or the Sewer and Road Division (Department of Public Works) as the case may be. The matter shall again be immediately discussed with the goal to arrive at a satisfactory and mutually acceptable resolution of the grievance. The General Foreman or Superintendent, as the case may be, shall give his answer to the Union within three (3) working days of the presentation of the grievance in Step 2.

STEP 3

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

A grievance will be considered settled upon written request, when

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

Section 2 - ARBITRATION

In the event a bona fide grievance relating to a dispute concerning:

- (1) discipline for just cause,
- (2) rejection of an employee's excuse from overtime work, or
- (3) a determination of the qualification of an employee to fill provisionally or temporarily a permanent or temporary position,

if not settled in the grievance procedure, the Union may, within five (5) days of receipt of the Step 3 answer, request in writing that the grievance be submitted to arbitration under the procedures of the American Arbitration Association. The arbitrator shall be limited in deciding disputes concerning disciplinary action to a determination as to whether just cause existed.

The decision of the arbitrator shall be final and binding upon both parties. The arbitrator's fee shall be borne equally by the Township and the Union unless the arbitrator determines that the grievance submitted is not subject to arbitration pursuant to the terms of this Agreement. In such case, all fees, including any fees of the

arbitration association, shall be paid by the party requesting the arbitration.

ARTICLE XV

HOLIDAYS

Section 1.

The following holidays are recognized by the Township:

1/2 day New Year's eve	Columbus Day
New Year's Day	Election Day
Martin Luther King Birthday	<u>Veteran's Day</u>
Lincoln Birthday	Thanksgiving Day
Washington Birthday	Friday following
Good Friday	Thanksgiving
Memorial Day	1/2 Day Christmas Eve
Independence Day	Christmas Day
Labor Day	

In addition to the foregoing, employees shall be entitled to a holiday when the Township offices are closed. Furthermore, if any of the recognized holidays shall fall on a Saturday or Sunday, the employees shall be given the preceding Friday or Monday as a holiday at the discretion of the Township.

Section 2.

An employee required to work on a holiday shall be paid at time and one-half his regular rate of pay, being in addition to his regular holiday pay.

Section 3.

Each employee shall work the day before and the day after a holiday or shall forfeit compensation for the holiday, unless the employee is legitimately sick and shall provide a doctor's certificate.

ARTICLE XVI

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:

Up to five (5) years of service: Twelve (12) days

After five (5) years of service
and up to twelve (12) years of
service:

Fifteen (15) days

After twelve (12) years of

service and up to fifteen (15)

years of service:

Seventeen (17) days

After fifteen (15) years of

service:

Twenty (20) days

Employees shall be permitted to buy back five (5) days vacation time provided they notify the Employer by November 1 of the previous year.

ARTICLE XVII

HEALTH CARE INSURANCE

The Employer shall assume the entire cost of coverage, and pay all premiums for employees who have retired after twenty-five (25) years of service. The Employer shall assume the entire cost of coverage of the Township Dental Plan for employees who have retired after twenty-five (25) years of service, but only until the employee reaches the age of 65 years.

ARTICLE XVIII

PERSONAL LEAVE DAYS

Each permanent full time employee shall be allowed three personal leave days per year. Any employee seeking to utilize a personal leave day shall provide the employer with a minimum of two working days notice. Personal leave days shall not be allowed during emergency periods such as snow removal and similar emergencies.

ARTICLE XIX

UNUSED SICK DAYS AT RETIREMENT

Pay for accumulated unused sick days, computed in accordance with the Municipal Ordinance, shall nevertheless be computed for up to 10 pay periods and shall be paid in one lump sum to the employee upon retirement.

ARTICLE XX

LONGEVITY PAY

The longevity pay program shall continue in all respects as presently constituted for all employees.

ARTICLE XXI

SAVING AND SEPARABILITY

If this Agreement requires a party or an employee to do anything which is prohibited by law, the obligation is invalid. If such obligation is so invalid, the Township and the Union shall meet for the purpose of negotiating changes made necessary by applicable law. Should any provision of this Agreement require cancellation or modification as provided herein, it is understood that no other provision of this Agreement shall be invalidated thereby.

ARTICLE XXII

RIGHT TO RE-OPEN NEGOTIATIONS

Notwithstanding the contents of **Article XXI**, the Union shall have the right to require an immediate reopening of negotiations if any other bargaining unit obtains an improved health benefit from the Township. Upon receipt of such request, the Township shall enter into negotiations on health benefits.

ARTICLE XXIII

TERMINATION

This Agreement shall be effective as of the first day of January, 1990, and shall remain in full force and effect until December 31, 1992, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the expiration date or end of any yearly extension period that it desires to modify or terminate this Agreement. In the event such notice is given, the parties shall begin negotiations within forty-five (45) days thereafter. If negotiations are not completed prior to the expiration date, this Agreement shall terminate unless extended by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands this

_____ day of July, 1990.

FOR THE UNION:

FOR THE TOWNSHIP:

ARNOLD ROSS
President

PETER C. SCARPELLI,
Commissioner Department
of Public Works

ANDREW D. TRAUSE
Secretary-Treasurer

FRANK A. COCCHIOLA,
Commissioner Department
of Parks & Public Property

Director of Public Employees

JOHN V. KELLY, Mayor

NEGOTIATING COMMITTEE:

ATTEST:

LUCILLE C. SIMONIAN
Township Clerk