

Rochelle Park Township of  
AGREEMENT and

THIS AGREEMENT made this 1st Day of JANUARY, 1982, by and between THE TOWNSHIP OF ROCHELLE PARK, hereinafter referred to as the "EMPLOYER" and the TEAMSTERS <sup>131</sup> LOCAL NO. 97 OF NEW JERSEY, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA 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 clericals, 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. The Agreement shall be binding upon the parties hereto, their heirs successors and assigns. In the event an entire operation or any part thereof is

X January 1, 1982 - December 31 1983

taken over by receivership or bankruptcy proceeding, such operation shall continue to be subject to terms and conditions of this Agreement for the life thereof.

ARTICLE I I

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 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.

*J. 4/2/80*

3. Upon receiving the written authorization of an employee, the employer agrees to deduct from the 1st pay of each month membership dues and initiation fees 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 days after deduction forward to the duly authorized officer of the Union check representing such Union dues and initiation fees 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.

#### 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 workers.

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.

#### ARTICLE III

##### CONDUCT OF UNION BUSINESS PLANT VISITATION

1. Union representatives shall be given the right to enter the Department of Public Work premises at all reasonable times for the purpose of investigation of

levances and to secure the enforcement of the provisions of this Agreement and  
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  
absence or intentions to enter the D. P. W. proper.

#### BULLETIN BOARDS

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

#### ARTICLE IV

##### STEWARDS

1. The Employer recognizes the right of the Union to designate Stewards  
and/or alternates in such numbers as are necessary for the enforcement of this  
agreement.
2. The authority of Stewards and alternates 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 transmissions of such messages and information which shall originate  
with, and are authorized by the Local Union or its officers.
3. Stewards and alternates have no authority to take strike action, or any  
other action interrupting the Employer's business, except as authorized by official  
action of the Union.

*J. 4/7/80*

ARTICLE V.

SENIORITY

PRINCIPLE OF SENIORITY

1. Seniority is defined to mean preference in employment based on the length of continuous service with the Employer from the date of last hiring and the qualifications of the employee to perform the work available.
2. Irrespective of their seniority, the Stewards shall be the last ones laid-off and the first ones rehired, provided that they are qualified to fill such jobs that are available to them.
3. In reinstating employees after lay-off, employees shall be rehired in reverse order of their lay-off, provided that they can satisfactorily perform the available work.
4. 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 such notice an employee fails to report or give satisfactory explanation for not reporting, he shall be considered as voluntarily quitting.

5. The Employer will 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 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.

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

#### ARTICLE V I

#### LEAVE OF ABSENCE

1. Any employee granted a leave of absence by the Employer with Union approval shall retain his seniority. All leaves of absences 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 V I I

#### DISCHARGES AND DISCIPLINE

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

*J. J. / 7/80*

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 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 satisfactory disposition is made it shall be referred to.
- b. 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.
- c. If any dispute is not satisfactorily settled in accordance with the foregoing procedure, either party may apply to the State Board of Mediation for the selection of an arbitrator.

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.

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

*J* 9/7/80

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 above procedure 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.

*J. J. / 7/80*



4. It shall not be a violation of this Agreement and shall not be cause for discharge, if an employee or employees refuse to go through a picket line as recognized by the Union.

#### ARTICLE X

##### SAFETY AND HEALTH

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

#### ARTICLE XI

##### NON-DISCRIMINATION

1. 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 or 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.

*J*  
4/7/80

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

EXISTING PRACTICES

1. 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

NOTIFICATION

1. 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 857 Mt. Prospect Avenue, Newark, New Jersey 07104.

ARTICLE XVI

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 notices shall be posted for forty-eight (48) hours. In selecting an employee for the job, seniority shall be given preference.

*Jy 2/80*

3. An employee promoted to a higher rated job shall be allowed a break-in period to demonstrate his ability to perform the job. If the employees is unable to qualify he shall be returned to his former job.

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

ARTICLE XVII

PART-TIME EMPLOYEES

1. The Employees may use regular part-time employees, provided they shall not be uses as a subterfuge to defeat this Agreement.

ARTICLE XVIII

The Township shall not require, request or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test.

ARTICLE XIV

OVERTIME

1. All work performed in excess of ~~eight (8) hours in any one day and~~ forty (40) hours in any one week shall be considered overtime and compensated at the reate of time and one half the base hourly rate.

2. All work performed on Saturday shall be paid at time and one half.

~~out~~ 3. All work performed on Sunday shall be paid at Double ~~Time.~~

R.P. [Signature]

[Signature]

[Signature] 4/7/80

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.

ARTICLE XV

CALL-IN-PAY

CALL-BACK-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.

1A. Any employee who, in the absence of advance notice given him one (1) hour prior to the end of his morning shift, reports for work on his regular afternoon shift shall be guaranteed an additional four (4) hours work or four (4) hours pay, based on straight time work rates, in lieu thereof.

2. The Employer may avail itself of notification by means of radio announcement, provided that such means will be recognized only if notice shall be posted in advance.

3. Any employee who is recalled back to work after completing his regular shift shall be paid a minimum of three (3) hours pay at rate of time and one half.

*J 9/7/80*

ARTICLE XVI

VACATIONS

1. Paid vacations shall be given by the Employer each year during the months 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 work day prior to his vacation period.

LENGTH OF SENIORITY

ALLOWANCE

|   |                 |
|---|-----------------|
| After six (6) months but less than two (2) years      | 5 working days  |
| After two (2) years but less than five (5) years      | 10 working days |
| After five (5) years but less than fifteen (15) years | 15 working days |
| After fifteen (15) years and over                     | 20 working days |

*J. P. C. / 7/80*

ARTICLE XVII

HOLIDAYS

1. Each employee covered by this Agreement who has been in the employ of the Company 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 of pay at basic hourly rates without work for the following days:

|                       |                        |
|-----------------------|------------------------|
| New Year's Day        | Columbus Day           |
| Washington's Birthday | Veterans Day           |
| Good Friday           | Thanksgiving Day       |
| Memorial Day          | Day after Thanksgiving |
| Fourth of July        | Christmas Day          |
| Labor Day             | 1 Personal Day         |
| Employees Birthday    | Lincoln's Birthday     |

2. For any work performed on a holiday, an employee shall receive compensation of one and one-half 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, Monday shall be considered the regular holiday. If the holiday falls on Saturday, it shall be celebrated on previous Friday.

*J. P. / 7/80*

5. Paid holidays shall constitute eight (8) hours time worked in computing the forty (40) hours work week for overtime basis, during the work week when 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.

ARTICLE XVIII

SICK LEAVE PAY

1. Sick leave pay for all employees covered by this Agreement shall continue in the manner which the Township now provides.

ARTICLE XIX

FUNERAL LEAVE

1. Employees shall be entitled to 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 and live-in grandparents; aunts and uncles at the discretion of the superintendant of public works.

This three day leave shall commence from date of death, and each day in that leave period that falls within the employee's normal work week.

2. Employees shall be granted an additional Two (2) days bereavement leave at the discretion of the Superintendent of D.P.W.

ARTICLE XX

JURY DUTY PAY

1. In the event that an employee is called to jury duty service, the Employer shall pay such employee an amount equal to the difference in his regular pay and the government's allotment, for a period within-twenty-four (24) hours after they receive jury notice.

*This article is same as 1978-1979 R. 100*

*[Handwritten signature]*  
*[Handwritten signature]*  
*12/7/80*

ARTICLE XXI

WELFARE BENEFIT PROGRAM

The Employer agrees to continue the present welfare program for the Employees

ARTICLE XXII

SUBCONTRACTING

1. For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services of the type covered by, presently performed, or hereinafter assigned to the collective bargaining unit will be subcontracted, transferred, leased assigned, or conveyed in whole or in part to any other plant, person or non-unit employees, unless otherwise provided in this Agreement.

2. The Employer may subcontract work when all of his regular employees are fully employed and when not for the purpose of evading this Agreement and defeat the provisions of this contract.

ARTICLE XXIII

MANAGEMENT RIGHTS

1. 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 also 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 the terms of this agreement, provided that the Employer shall explain to the Union the necessity

9/17/80



for applying such new rule, and receive permission from the Union before effectuating this rule. The Union agrees that in the event it gives its approval to the publishing and posting of a new regulation, a Union Representative will sign such publication, so that employees are informed of the Union's approval.

ARTICLE XXIV  
TERMINATION AND EXTENSION OF AGREEMENT

1. The term of this Agreement shall be from January 1, 1982, through December 31, 1983.

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. The procedure to be followed in the event such notice of termination shall be given is the procedure set forth in the Labor Management Relations Act of 1947.

4. If, following receipt of such notice negotiations have not been concluded within the sixty (60) day period, this 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 terminates or the extended period terminates, this agreement shall terminate.

APPENDIX "D"

SNOW REMOVAL:

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 15 minute coffee break may be taken provided, however, the driver shall not return to the garage for such break.

Except with respect to snow and other emergencies, scheduled overtime opportunities (including stand-by) shall be distributed as equitable as possible among the employees covered by this Agreement.

REST PERIODS AND WASH-UP TIME:

During the normal eight (8) hour work day, a 15 minute coffee break may be taken in the forenoon and in the afternoon. Employees shall be permitted a wash-up period commencing 10 minutes before the 4:00 PM quitting time.

WORK SHOES:

Each employee shall receive one pair of work shoes per year - salvage systems.

PERSONAL DAYS:

Each employee shall receive one personal day per year accumulative.

*J 4/7/80*

TOWNSHIP OF ROCHELLE PARK



IN THE COUNTY OF BERGEN

ROCHELLE PARK, N.J.

December 29, 1981

Teamsters Local 97 of New Jersey  
850 Mt. Prospect Avenue  
Newark, New Jersey 07104

Attention: Mr. Andrew Trause

Dear Mr. Trause:

As requested the following is the Proposals agreed upon by the Township Committee of Rochelle Park for the members of the Dept. of Public Works for a two year contract, effective January 1, 1982:

1. Term of Contract - Two Years
2. Retroactive to January 1, 1982.
3. Extended Weekend Pay - Two Hours
4. Salaries - \$2,000.00 First Year  
\$2,000.00 Second Year

Very truly yours,

*Irene McDermott*

Irene McDermott  
Township Clerk

*Arnold Ross*

Arnold Ross, President

*Thomas A. Donohue*

Thomas A. Donohue, Secretary-Treasurer

*Andrew Trause*

Andrew Trause, Vice President

*G. J. ...*  
Borough of Rochelle Park

APPENDIX "A"  
CLASSIFICATIONS AND RATE RANGES

1. All employees, regardless of race, national origin, creed, or sex shall receive equal work.
2. A minimum of six (6) hours of pay per day shall be paid to the employees standing by on weekends and holidays.
3. All employees covered by this Agreement as of January 1, 1982, shall receive a two thousand (\$2,000.) dollars increase added to their base annaul pay.
4. All employees covered by this Agreement as of January 1, 1983, shall receive a two thousand (\$2,000.) dollars increase added to their base annual pay.
5. All employees during an emergency, ice, snow, floods, shall receive five (\$5.00) dollars per meal.
6. Hospitalization - after retirment 25/55.
7. Increase death benefit to \$10,000.00
8. Reinstate steps for employees as per attached salary ordinance of 1982 and 1983.
9. Contract amended oer attached salary ordinance 1982-1983.

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

THE TOWNSHIP OF ROCHELLE PARK

TEAMSTERS LOCAL NO. 97 OF N.J.

*Edith G. Conner*

*Arnold Rose*

*Mayor*

*Thomas A. Donohue*

*Feb. 1, 1982*

*Charles P. France V.P.*