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A G R E E M E N T

THIS AGREEMENT, made and entered into this 27<sup>th</sup> day of  
JANUARY, 1972, by and between:

TOWNSHIP OF PASSAIC in the County of Morris,  
a municipal corporation of the State of New  
Jersey,

Party of the first part,  
hereinafter designated as  
the Public Employer;

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
LOCAL 37,

Party of the second part,  
hereinafter designated as  
the Union;

W I T N E S S E T H :

WHEREAS, pursuant to the provisions of Chapter 303 of  
the Laws of 1968 of the State of New Jersey, the aforesaid Union,  
representing the employees of the Public Works Department of the  
Public Employer, did submit their demands on salary and certain  
working conditions after formation of a Public Employees bargain-  
ing unit; and

WHEREAS, the Public Employer and the Union bargaining  
unit did negotiate on salary and certain other proposals regarding  
working conditions for the term commencing January 1, 1972, to  
and including December 31, 1972, and came to agreement thereon;

NOW, THEREFORE, in consideration of the premises, cove-  
nants, undertakings, terms and conditions herein contained, it is  
hereby mutually agreed by and between the parties hereto as  
follows:

ARTICLE I

RECOGNITION

Section 1. The Public Employer recognizes the Union as  
the exclusive collective bargaining representative for the super-  
visory personnel of the Public Works Department.

ARTICLE II

CHECK-OFF

Section 1. The Public Employer agrees to deduct, effective January 1, 1972, the initiation fees and/or dues of Eight Dollars (\$8.00) per month from the wages of each employee who is a member of the Union and to forthwith remit the same to the Union office. The Public Employer shall be furnished by the Union, as a condition precedent to the deduction of the amounts referred to herein, a sufficient and proper written authorization from each employee from whose salary such deductions are to be made, authorizing the deduction of fees and dues as heretofore provided.

ARTICLE III

MANAGEMENT

Section 1. It is recognized that there are certain functions, responsibilities and rights exclusively reserved to the Public Employer, among which are the direction and operation of the Public Works Department, the types of work to be performed, the work assignments of employees, the machinery, tools and equipment to be used, shift schedules, hours of work, the making and enforcing of rules and regulations for discipline and safety of its employees. None of the rules and regulations so formulated or changed from time to time shall be inconsistent with this agreement. All such rules and regulations shall be observed by the employees.

Section 2. The promotion, transfer, discharge and/or discipline for cause and layoff are the sole function of the Public Employer, except as may be otherwise provided for or limited by any provisions of this agreement.

ARTICLE IV

HOURS OF WORK AND OVERTIME

Section 1. The standard work week shall begin on Sunday and end on Saturday, and during that time an employee shall be required to work forty (40) hours of work, consisting of five (5) eight (8) hour days. All excused absences, including sick leave, shall be credited as time worked.

Section 2. The Public Employer will pay time and one half for all overtime worked in excess of forty (40) hours per week and/or all work performed in excess of eight (8) hours in any one work day.

Section 3. When an employee is called in for emergency requirement and has not been notified of the emergency call eight (8) hours in advance or before he last left work, he shall be compensated for two (2) hours minimum at time and one half of his regular rate.

Section 4. When an employee is required to work in excess of eight (8) hours in any one continuous period, the employee will be entitled to a meal allowance of Two Dollars and Fifty Cents (\$2.50) for every complete four (4) hour increment worked in excess of the initial eight (8) hour period.

Section 5. An employee shall be entitled to a fifteen (15) minute rest period during every eight (8) hour work day and to an additional fifteen (15) minute rest period during each succeeding four (4) hour period worked in excess of the regular eight (8) hour work day, which rest period shall not include the one-half (1/2) hour accumulated for the additional meal referred to in Section 4 hereof.

Section 6. There shall be no pyramiding of overtime or overtime computed on overtime.

ARTICLE V

SENIORITY

Section 1. Newly hired employees shall be considered probationary for a six (6) month period. Such employees may, during the probationary period, be terminated at any time without any recourse whatsoever.

Section 2. Upon completion of the probationary period, an employee's seniority shall be his date of commencement of employment, including the probationary period, for purposes of benefits.

Section 3. In the event of layoff, departmental seniority shall prevail, provided the employee has the necessary qualifications, skills and abilities to perform whatever work may be available.

Section 4. Employees on layoff shall be recalled in the inverse order of layoff, provided the employee has the necessary qualifications, skills and abilities for the work available. The Public Employer will not hire new employees while there are employees on the recall list qualified to perform the duties of the vacant position, unless such employees on recall list refuse to accept such employment. An employee who is recalled shall receive the current rate of pay for that position at his former payroll level.

Section 5. The Shop Steward shall, during his term of office, have top seniority for purposes of layoff and recall, provided he has the qualifications, skills and abilities to perform the work available.

Section 6. Employees shall lose all seniority rights for the following reasons:

- (a) Voluntary resignation.
- (b) Discharge for just cause.

- (c) Failure to return to work within five (5) working days after being recalled from layoff and being notified by certified or registered mail, unless failure to return is due to actual illness or accident.
- (d) Five (5) days of unexcused absence.

ARTICLE VI

HOLIDAYS

Section 1. There shall be eleven (11) paid holidays during the term of this agreement. The following days will be recognized as holidays under this agreement, unless said days are changed by ordinance or administrative directive.

New Years Day  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Election Day  
Thanksgiving Day  
Day following Thanksgiving Day  
Christmas Day

Section 2. Holidays falling on a Saturday or Sunday shall be celebrated on a day selected at the sole discretion of the Public Employer.

Section 3. In the event a holiday named in the agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation.

Section 4. In the event that any of the above enumerated holidays shall fall on a regular work day and employees are not required to work on said holidays, such holiday shall be considered as a day worked for purposes of computing overtime.

Section 5. Any employees who work on any of the holidays observed above will receive overtime pay for such work at his regular overtime rate.

ARTICLE VII

VACATION

Section 1. The following vacation schedule shall apply for all non-probationary employees:

(a) Less than one year service: The employee with less than one (1) year continuous service and not less than seven (7) months service prior to July 1 is entitled to a vacation of five (5) working days.

(b) More than one year service: An employee with one (1) or more years of service is entitled to vacation in accordance with the following schedule. The amount of vacation depends upon the amount of continuous service which he will attain before the calendar year ends.

<u>Years of Continuous Service</u>	<u>Days of Vacation</u>
1 to 7	10
8 to 16	15
17 and over	20

Section 2. The employee's paycheck for his earned vacation shall be given to the employee prior to the start of his vacation, provided that a request for said check is made within a reasonable time prior to his vacation date.

Section 3. Senior employees shall be given preference in the selection of vacation periods, where consistent with work schedules.

Section 4. Any employee whose employment has been terminated for any reason except discharge for cause shall receive a pro-rated vacation.

Section 5. Vacation time may not be accumulated for more than one (1) year except by mutual agreement of the parties hereto.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 1. It is the intent of the parties to this agreement that the grievance procedure herein shall serve as a means for peaceable settlement of any and all disputes concerning the interpretation or application of any clause herein, except that the matters exclusively reserved to the Public Employer in Article III hereof shall not be subject to arbitration.

Section 2. Any aggrieved employee shall present his grievance within five (5) working days of its occurrence, or such grievance will be deemed to be waived by the Union and by the employee.

Section 3. In the event of such grievance, the steps hereinafter set forth shall be followed:

Step 1. The employee and the Shop Steward or the employee, individually, but in the presence of the Shop Steward, shall take up the complaint with the Supervisor. In the event the complaint is not satisfactorily settled within three (3) working days, the employee and the Shop Steward shall sign a written complaint and forward the grievance to the next step in the procedure.

Step 2. The Shop Steward will discuss the grievance with the Clerk/Administrator. In the event that the grievance is not satisfactorily adjusted within three (3) additional working days, both parties shall complete and sign the grievance record form and forward the matter to the next step in the grievance procedure.

Step 3. The Union representative and the Township Committeeman in charge of Public Works shall meet to discuss the grievance. Should the parties fail to adjust the grievance in Step 3, the matter shall be referred to the Township Committee for its consideration, and in the event that the grievance is not settled before the Township Committee, the matter shall proceed to arbitration in accordance with Article IX of this agreement.

Section 4. If a grievance is not appealed to the next step within the specified time limit or any agreed extension

thereof, it shall be considered settled on the basis of the Public Employer's last answer. If the Public Employer does not answer an appeal of a grievance within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

#### ARTICLE IX

#### ARBITRATION

Section 1. If a grievance is not satisfactorily settled under Article VIII, Section 3, Step 3, it may be submitted to arbitration by either party, provided notice in writing of the intent to do so is given to the other party within five (5) working days of the decision under Article VIII, Section 3, Step 3.

Section 2. After giving notice of intent to arbitrate as provided in Section 1 above, the moving party must, within ten (10) working days thereafter, submit the name of its arbitrator. The Public Employer shall submit, within ten (10) days thereafter, the name of its arbitrator. The two arbitrators shall meet within fifteen (15) days and shall select a third, disinterested arbitrator. In the event the two arbitrators cannot agree upon the third, disinterested arbitrator, a request shall be made to the American Arbitration Association for the appointment of a third arbitrator, in accordance with its rules and procedures.

Section 3. The decision of the Board of Arbitrators will be final and binding upon the Public Employer, the Union and all employees.

Section 4. The Board of Arbitrators shall have no authority to add to, subtract from or modify any provisions of this agreement, its authority being limited to its interpretation.

Section 5. The fees of the Board of Arbitrators shall be equally shared by the parties.



ARTICLE X

WAGES

Section 1. Effective January 1, 1972, all employees shall receive an increase of five and one-half per cent (5.5%) over their current rate.

ARTICLE XI

SICK LEAVE

Section 1. Employees shall receive ten (10) days paid sick leave per year after one (1) year of service. Employees with less than one (1) year of service shall receive one (1) day of sick leave per month from the day of regular employment up to and including December 31 of the then current year. Sick leave shall accumulate to a maximum of sixty (60) days.

ARTICLE XII

DEATH IN THE FAMILY

Section 1. When a death occurs in an employee's immediate family, he shall be permitted to take personal time off without loss of pay for all his regularly scheduled hours of work as follows:

(a) When the decedent is a parent, spouse, child, adopted child, mother-in-law or father-in-law, provided said mother-in-law or father-in-law reside with the employee, he shall be permitted to take personal time off without loss of pay for all his regularly scheduled hours of work occurring between the day of death and day after the funeral (both days inclusive) up to a maximum of four (4) days.

(b) When the decedent is a brother or sister, or whenever the decedent is a legal or blood relative of the employee who was living with the employee as an immediate member of his household at the time of death, he shall be permitted to take personal time off without loss of pay for all his regularly scheduled hours of work occurring between the day of death and day of the funeral (both days inclusive) up to a maximum of two (2) days.

(c) When the decedent is a mother-in-law, father-in-law, sister-in-law or brother-in-law of the employee, he shall be permitted to have personal time off without loss of pay for all his regularly scheduled hours of work on the day of the funeral.

#### ARTICLE XIII

##### JURY DUTY

Section 1. Any employee who is absent from work because of jury duty shall be paid the difference between his regular straight-time rate of pay and the fee paid for jury service, upon presentation of proper evidence of jury service and the amount of compensation received.

Section 2. Any employee who has been called to jury duty but has been excused therefrom shall immediately return to work.

#### ARTICLE XIV

##### HOSPITALIZATION

Section 1. The Public Employer shall pay the entire cost of the present hospital and medical insurance program, more specifically, the New Jersey State Division of Pensions State Health Benefits Program.

#### ARTICLE XV

##### UNIFORMS

Section 1. The Public Employer shall provide a full initial uniform, including one (1) pair of safety work shoes, upon completion of probationary period (six months) and Eighty-five Dollars (\$85.00) per year thereafter for maintenance or replacement of required uniform, plus one (1) pair of safety work shoes per year, subject to the following provisions:

(a) If permanent employment status is attained in the first half of a calendar year, the employee shall be entitled to receive his full uniform allowance and shoes during the following calendar year; and

(b) If permanent employment status is attained in the second half of a calendar year, the employee shall be entitled to receive one half of the uniform allowance during the following calendar year.

#### ARTICLE XVI

##### RIGHTS OF VISITATION

Section 1. The business agent or his representative or any officer of the Union shall have admission to the Public Employer's premises at any time during working hours for the purpose of ascertaining whether this agreement is being carried out in good faith or for the purpose of assisting in the adjustment of any grievance which may have arisen. No such representative, however, shall have the privilege of roaming about the premises but shall first apply to the Supervisor for permission to visit, which permissions shall be reasonably granted, it being understood, however, that such representative shall not in any way interfere with the operation of the department during working hours and that this privilege shall be so exercised as to keep at a minimum time lost thereby to the Public Employer.

#### ARTICLE XVII

##### NO STRIKE - NO LOCKOUT

Section 1. The Union agrees that there shall be no strike of any kind, slowdown, sit-down, stay-in, boycott, picketing, work stoppage or any other type of organized interference, coercive or otherwise, with the Public Employer's business, and further, that the Union will do everything in its power to prevent its members from participating in any such unauthorized activity. The Public Employer agrees not to lock out or cause to be locked out any employee covered under the provisions of this agreement.

ARTICLE XVIII

NO DISCRIMINATION

Section 1. Neither the Public Employer nor the Union shall discriminate against any employee, regardless of race, creed, sex, age, color, political or religious affiliation or national origin.

ARTICLE XIX

BULLETIN BOARDS

Section 1. Bulletin boards will be made available to the Union for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety and general Union activities.

ARTICLE XX

POSTING

Section 1. Job vacancies shall be posted on the bulletin board.

ARTICLE XXI

RULES AND REGULATIONS

Section 1. The Public Employer has the right to continue to establish reasonable rules and regulations governing the departmental operations and the conduct of the personnel.

ARTICLE XXII

SAFETY

Section 1. Employee complaints regarding safety shall be subject to the grievance procedure.

ARTICLE XXIII

DURATION OF AGREEMENT


Section 1. This agreement shall become effective on January 1, 1972, and shall terminate on December 31, 1972.

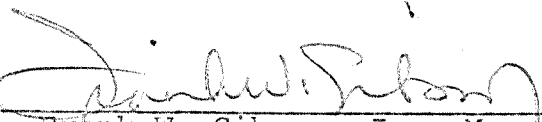
Section 2. If either of the parties desires to change this agreement, it shall, in writing, notify the other party at least sixty (60) days before the expiration date of this agreement of the proposed changes and their desire to terminate this agreement. Within thirty (30) days following receipt of said sixty (60) day notice, the parties shall meet to discuss the terms of the proposed new agreement. If notice is not given as herein required, this agreement shall automatically be renewed from year to year, as the case may be.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and the corporate seals to be hereto affixed on the day and year first above written.

TOWNSHIP OF PASSAIC


Attest:

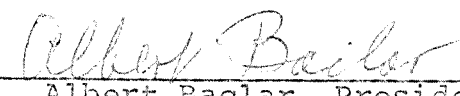
  
\_\_\_\_\_  
F. J. Rossi, Clerk/Administrator

by   
\_\_\_\_\_  
Frank W. Gibson, Jr., Mayor

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, LOCAL 37

Attest:

  
\_\_\_\_\_  
Secretary

by   
\_\_\_\_\_  
Albert Baclar, President



