

Contract no- 869

ARTICLE I  
RECOGNITION

The Borough of Caldwell, hereafter referred to as "Borough" recognizes the Teamsters Local 97 of New Jersey, hereafter referred to as "Union", as the exclusive representative for all the employees of the Department of Public Works to include the Department commonly referred to as the Road, Sanitation and Sewer Departments with the exception of foremen and the superintendent.

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ARTICLE II  
GRIEVANCE PROCEDURE

Should any dispute or grievance arise between the Borough and the Union, or any of its members, as to the performance, application, or operation of any provisions of this Agreement, not specifically settled in said Agreement, both parties shall endeavor to settle in said Agreement, both parties shall endeavor to settle the question in the simplest and most direct manner. The procedure shall be as follows (unless any step thereof is waived; combined or extended by mutual consent):

STEP ONE:

- (a) A grievance must be presented to the Borough within five calendar days of the occurrence of the grievance. All grievances must be in writing and signed by the aggrieved party and his Steward.

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- (b) An earnest effort shall be made to settle the differences between the Steward of the aggrieved employee and the Superintendent. The Superintendent shall render an answer within three working days of the meeting.

STEP TWO:

In the event that a satisfactory settlement has not been reached, the Steward of the aggrieved employee may, within five days of receipt of the Borough's answer, request a meeting between the Steward and Union President or his designee and the Borough Administrator and/or his designee. A decision shall be given to the party submitting the grievance within seven working days of the meeting.

STEP THREE:

If the grievance has not been resolved through the foregoing procedure, the aggrieved party may within ten working days of receipt of the second step decision, apply to the State Board of Mediation for the selection of an arbitrator.

- (a) The arbitrator appointed under the above procedure shall be bound by the provisions of this Agreement and restricted to the application of the facts involved in the grievance and presented to him. The arbitrator shall not have the opportunity to add to, modify, detract from or alter in any way the provisions of this Agreement.
- (b) Each party shall bear the expense of its own representatives and witnesses. The expenses of the neutral arbitrator and any general expenses of the arbitration shall be borne equally by both parties.

- (c) Nothing herein shall be construed as restricting the right of an employee or group of employees to present their problems or request directly to their supervisor or the Superintendent at any time. Any individual employee or a group of employees shall have the right at any time to present grievances to the Borough and to have such grievances adjusted, without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect; provided further, that the bargaining representative has been given opportunity to be present at such adjustment.
- (d) Union Stewards (limited to three) may accept and discuss with the Borough, on the premises and time of the Borough, complaints and grievances presented by employees, provided that the time they devote to this purpose does not exceed reasonable limits and does not interfere unduly with their performance of their regular duties as employees.
- (e) The Borough may submit complaints to the Union President and/or Stewards and if these are not settled they may be submitted to the grievance procedure starting with the second step.
- (f) In the event that an employee or aggrieved party chooses to pursue a federal, state or municipal legislative remedy where a grievance, arising over the same facts, is pending or has been resolved, the grievance shall be withdrawn from the grievance or

arbitration procedure or where a resolution of the grievance has been made, to the extent it is inconsistent with any legislative remedy obtained, the grievance determination shall have no effect.

### ARTICLE III

#### SENIORITY AND PROMOTIONS

##### SECTION A. - Determination of service

1. The length of continuous employment in the Department of Public Works of the Borough, as shown by the records of the Borough, shall be known as service. Length of service in a specific department thereof (e.g., Roads or Sewer) shall be known as departmental seniority.

2. The Borough will provide the Union with seniority lists for each department showing the names of employees, dates of hire and classifications. Such lists will be delivered to the Union within thirty days of the execution of this Agreement. The Borough shall post annually, as of May 1, a revised departmental seniority list.

##### SECTION B. - Layoff and Recall

1. Except as stated herein, if it becomes necessary to effect a layoff or separation in any of the departments of the Department of Public Works, employees shall be laid off or separated in the reverse order of their departmental seniority, provided that employees retained within the particular seniority group are qualified to do and can satisfactorily perform available work.

2. When additional employees are needed within a department, from which employees have been laid off, within one year of such layoff, and laid off employees shall be offered re-employment in the reverse order of their layoff, provided that they can satisfactorily perform available work.

SECTION-C - Seniority of Stewards

The procedure with respect to layoff and recall established above shall be modified as follows: Irrespective of their departmental seniority, Union Stewards (limited to three in number) shall be the last employees laid off and the first employees rehired, provided that the Stewards are qualified to perform such jobs that are available to them.

SECTION D - Termination of Seniority

Seniority shall be deemed broken under the following circumstances:

1. When an employee is laid off for a continuous period equal to his length of service or in any event longer than one (1) year, whichever is shorter:

2. When an employee is discharged for cause:

3. When an employee quits his job:

4. Overstaying a leave of absence for one (1) day without cause:

5. Accepting other employment when on a requested leave of absence:

6. In recall after layoff, the Borough shall send notice to the employees by certified mail, telegram or telephone to the last known address appearing on the Borough's records. If within (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.

7a. Employees shall notify the Township of intention to retire 6 months prior to the retirement date.

7b. The township shall pay accrued sick time and vacation in the year following retirement.

#### SECTION E - Qualifications for Promotions

In all promotions within the bargaining unit, full consideration will be given to each of the following qualifications:

1. Ability to do the job:
2. Performance record in present and previous jobs:
3. Experience in types of work related to the job being filled:
4. Observance of Borough rules and regulations:
5. Promptness and regularity in reporting for work:
6. Physical fitness for this job being filled:

For all promotions to jobs within the bargaining unit, where the qualifications as set forth above, for two or more candidates are reasonably equal, departmental seniority shall govern.

ARTICLE IV

WORK DAY AND WORK WEEK

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 including a one (1) hour lunch period with pay for one-half hour lunch and one-half hour lunch without pay.

ARTICLE V

REST PERIOD

During scheduled tours of duty within basic work week a 15 minute rest period shall be given during each four hours worked.

ARTICLE VI

SNOW REMOVAL PAY

Employees performing snow plowing work outside of a scheduled eight (8) hour day shall receive one meal allowance up to \$6.00. In each four (4) hour period of such snow removal a (30) thirty minute rest period may be taken at the work location.

ARTICLE VII

OVERTIME AND SUNDAY, HOLIDAY PAY

After eight (8) hours work per day or forty (40) hours work per week, pay will be calculated at a rate of one and one half times ( $1\frac{1}{2}$ ) base rate for all days Monday through Saturday. Sunday pay shall be calculated at two and one half ( $2\frac{1}{2}$ ) base rate. In the event that a holiday falls on a Sunday the rate of pay for that day shall be two and one half times ( $2\frac{1}{2}$ ) base rate.

ARTICLE VIII

STAND BY PAY

1. Stand-by time is defined as time during which an employee is required by the Borough to remain at a given place, ready to proceed to work, if and when called for.

2. No employee will be required to stand-by except under specific directive. If an employee is requested to inform his supervisor of where he may be located in an emergency while remaining free to come and go, he is not to be deemed to be working on stand-by and shall not be paid therefor.

3. Stand-by time will be computed at \$10.00 daily.

ARTICLE IX

CALL BACK PAY

In the event an employee is called back to work outside his regularly scheduled hours, he shall be paid at the applicable rate, under this Agreement and be paid for a minimum of four hours. This minimum will be the minimum for all call-back work done on that day, and will not apply separately to each call-back for an employee called back more than once on the same day. Overtime performed immediately before or immediately after regularly scheduled hours, or immediately before or immediately after a meal recess shall not be subject to any minimum.



ARTICLE X

SICK LEAVE AND BEREAVEMENT

Each employee shall be granted 15 days sick leave during each contract year which may be accumulated up to a maximum of 180 days to be used if and when needed for such purpose. Sick days will commence accruing upon completion of each months service at the rate of 1 $\frac{1}{4}$  days per month. When an employee does not report to work for a period of greater than three days because of sickness, the Borough may require substantiation of sickness before paying sick leave. Such leave is defined to mean an absence from post of duty of any employee because of illness, accident, exposure to contagious disease, or attendance upon a member of the employee's household seriously ill requiring the care of attendance of such employee or such other absence as approved by the Superintendent of Public Works. Absence for bereavement for death in immediate family of spouse, child, parent, spouse's parent, grandparent shall be allowed up to 3 days.

ARTICLE XI

VACATION

Annual vacation for permanent full-time employees shall be:

0-5 years	12 vacation days
1 day per month up to 1 year of employment	
From 1 year to 5 years	12 vacation days

Over five years but less  
than 14 years

15 days

Over 15 years

20 days

No vacation time or pay shall be allowed for temporary or part-time employees.

### ARTICLE XII

#### HOLIDAYS

The following days shall be paid holidays at the base rate when not worked:

New Year's Day

Independence Day

Lincoln's Birthday

Labor Day

Washington's Birthday

Columbus Day

Good Friday

Veteran's Day

Christmas Day

Election Day

Memorial Day

Thanksgiving Day

Birthday

### ARTICLE XIII

#### WORK CLOTHES

Summer uniform, winter uniform, year round foul weather gear and safety shoes will be supplied by the Borough. Each employee will be responsible for cleaning of his uniform. Such clothing may not be used outside of work hours, except in traveling directly to and from work assignments. A list of shoe sizes for Kinney or Knapp shoes shall be presented to the Administrators who shall make arrangements to secure shoes on behalf of the employees.

TEACHER

ARTICLE XIV

MEDICAL BENEFITS

All employees and their families shall be provided with Blue Cross and Blue Shield, Major Medical, and prescription coverage at no cost to them. All employees shall be provided with a dental plan at no cost to them. The prescription plan and the dental plan shall be effective June 1, 1987.

The Borough reserves the right to change the provider during the term of this Agreement so long as substantially similar benefits are provided.

The coverage provided for herein will be continued by the Borough for all employees who retire with 25 years or more of employment service with the Borough and until such time as the retired employee secures other full time employment or becomes eligible for Medicare, or is covered by other equivalent insurance, whichever shall be sooner.

ARTICLE XV

JOB TITLES

The following job titles shall be applicable to members of the bargaining unit:

MAINTENANCE MAN / MECHANIC

- Probationary
- Sixth Grade
- Fifth Grade
- Fourth Grade
- Third Grade
- Second Grade
- First Grade

SEWER PLANT ATTENDANTS

- Probationary
- Sixth Grade
- Fifth Grade
- Fourth Grade
- Third Grade
- Second Grade
- First Grade

ARTICLE XVI

LONGEVITY

In addition to their respective base salaries, the employees shall be entitled to longevity pay which shall be a percentage of their respective base salaries determined by their respective year of continuous employment in full time capacity as follows:

More than five yrs. but less than ten yrs.....	2%
More than ten yrs. but less than fifteen yrs.....	4%
More than fifteen yrs. but less than twenty yrs.....	6%
More than twenty yrs. but less than twenty five yrs.....	8%
More than twenty five yrs.....	10%

The service status of each employee with respect to his longevity pay shall be determined by his anniversary date of appointment as an employee of the Borough. January 1, 1986 all newly hired employees shall be limited to receive a maximum of \$3,000.00 longevity.

ARTICLE XVII

TERM OF AGREEMENT

This Agreement shall be effective as of January 1, 1990, and shall terminate on December 31, 1992. The borough retains and reserves to it all powers, rights to manage and direct operations including the right to assign, promote and transfer and to promulgate reasonable work rules and, subject to the grievance procedure, to suspend, demote, discharge or take other disciplinary action for just cause.

## ARTICLE XVIII

### POSTING

The Borough will post notice of all vacancies existing over 30 days in the job titles of the bargaining unit and all employees within the bargaining unit may bid for such job, but the Borough shall have the absolute right to determine who shall be appointed to the vacant job. Further, the Borough shall determine if vacancy exists and whether it should be filled on a permanent or temporary basis.

## ARTICLE XIX

### DUES CHECK OFF

The Borough will deduct periodically Union dues from employees pay check and submit said dues to the Union on a periodic basis. The Union will provide signed authorization from each employee whose dues are to be so deducted at the time of the execution of this Agreement.

## ARTICLE XX

### WAGES

As set forth herein, this Agreement is for a term of three years and shall provide for the following wage increases:

- a. Effective January 1, 1990, a 5% salary increase over the 1989 base salary;
- b. Effective January 1, 1991, a 5% salary increase over the 1990 base salary;
- c. Effective January 1, 1992, a 5% salary increase over the 1991 base salary.

For purposes of calculations herein, the 1989 base salary shall be that denoted as the 1989 salary guide outline set forth in Article XX of the contract between these parties for the year 1989.

PRESENTATION FEE (AGENCY SHOP)

1. Purpose of Fee:

Beginning thirty (30) days after agreement on this contract, all eligible non-member employees in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

2. Amount of Fee:

Prior to the beginning of each contract year, the Union will notify the Borough in writing of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for that contract year, and the amount of the representation fee for that contract year. The Secretary-Treasurer of the Union shall certify to the Borough the amount of Union dues and shall notify the Borough of any changes in dues structure (30) thirty days in advance of the requested date of such change.

3. Deduction and Transmission of Fee:

After verification by the Borough that an employee must pay the representation fee, the Borough will deduct the fee for all the representation fee, the Borough will deduct the fee for all eligible employees in accordance with this Article.

The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

The Borough shall deduct the representation fee as soon as possible after the tenth day following re-entry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals re-employed in this unit from a reemployment list, for employees returning from leave without pay, and for previous employee members who become eligible for the presentation fee because of non-member status.

The Borough shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

4. Demand and Return System

The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union.

The burden of proof under this system is on the Union. The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro-rate share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to member of the majority representative.

The employee shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union.

The Union shall submit a copy of the Union review system to the Office of Employee Relations. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system.

If the employee is dissatisfied with the Union's decision, he may appeal to a three-member board established by the Governor.

5. Borough Held Harmless

The Union hereby agrees that it will indemnify and hold the Borough harmless from any claims, actions or proceedings brought by any employee in the negotiations unit which arises from deductions made by Borough in accordance with this provision.



The Borough shall not be liable to the Union for any retroactive or past due representation fee for an employee who was identified by the Borough as excluded or confidential or in good faith was mistakenly or inadvertently omitted from deduction of the representation fee.

6. Legal Requirements

Provisions in this clause are further conditioned upon all other requirements set by statute.

ARTICLE XXI

NO STRIKE - NO LOCKOUT

During the term of this Agreement, the Union guarantees the Borough, on behalf of itself and each of its members that there will be no authorized strike of any kind, picketing, work stoppage or slowdown or any other job action of any type.

In the event any violation of the previous paragraph occurs which is authorized by the Union, the Borough agrees that there shall be no liability on the part of the International or Local Union, or any of their officers or agents except as provided by law. The Union shall promptly order its members to return to work, notwithstanding the existence of any wildcat picket line.

The Borough 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 violations, may be subject to the grievance procedure and arbitration.

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.

The Borough agrees that it will not lock out its employees.

#### ARTICLE XXII

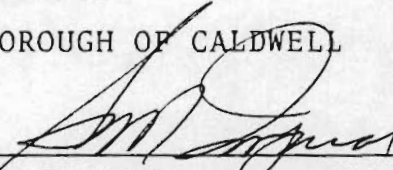
#### FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers this 13th day of March 1990.

ATTEST:

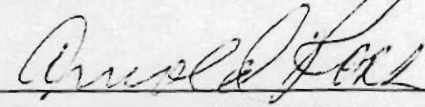
BOROUGH OF CALDWELL

  
MAYOR GEORGE IMPERIAL

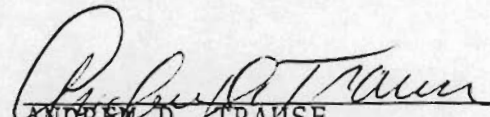
BOROUGH CLERK



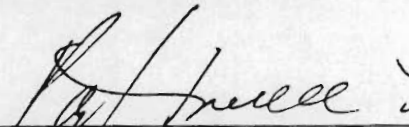
TEAMSTERS LOCAL 97 OF N.J.

  
ARNOLD ROSS, PRESIDENT

ANDREW D. TRAUSE  
SECRETARY-TREASURER



PATRICK NARDOLILLI  
REPRESENTATIVE



# Teamsters Industrial and Allied Workers Union Local 97



853 MOUNT PROSPECT AVENUE, NEWARK, NEW JERSEY 07104  
Phone: (201) 484-2270

Affiliated with  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN, AND HELPERS OF AMERICA  
THE EASTERN CONFERENCE OF TEAMSTERS  
TEAMSTERS JOINT COUNCIL 73



Arnold Ross  
President

Thomas A. Donohue  
Secretary-Treasurer

Dear Member,

Members being laid-off, sick, on leave-of-absence, quitting, or otherwise leaving their place of employment, should comply with Article XVII, sections 4 and 5 of their International Constitution.

You can avail yourself of this right by calling or writing to this Local Union office for a Withdrawal Card. There is a nominal fee of fifty (50¢) cents for this card.

This Withdrawal Card exempts you from paying any dues while you are under Teamsters' jurisdiction. In addition, it keeps you up-to-date regarding your membership in good standing in the Local Union. Moreover, this Withdrawal Card can be converted into a Transfer Card to any Teamsters Local in the United States, Canada, and Puerto Rico, where the Local Teamsters' By-Laws make provision for Transfers.

Failure to present a Withdrawal Card upon returning to work, and being in the arrears in your dues, regardless of the time you are delinquent; you will have to pay all back dues or a reinstatement fee, in order to maintain your good standing in Local Union #97.

PLEASE HEED THIS NOTICE and take advantage of your rights as a member of this Union.

Fraternally yours,

Thomas A. Donohue  
Secretary-Treasurer