

THIS BOOK DOES NOT CIRCULATE Union County

11/74/1431/78

THIS AGREEMENT made and entered into as of the 31st day of December, 1976, between the BOROUGH OF GARWOOD, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Borough" or "Employer" and LOCAL #11, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN, AND HELPERS OF AMERICA, a labor organization, hereinafter referred to as the "Union".

W I T N E S S E T H:

WHEREAS, the Union has presented proof that it represents the Borough of Garwood Department of Public Works employees, excluding supervisory, office and clerical employees; and

WHEREAS, the Borough, by virtue thereof, has recognized the said Union as the sole and exclusive bargaining agent for all the Borough of Garwood Department of Public Works employees, excluding supervisory, office and clerical employees of the Borough of Garwood, New Jersey.

NOW, THEREFORE, it is mutually agreed between the parties hereto that the following agreement shall become effective.

ARTICLE 1 - RECOGNITION

Section 1. The Borough hereby recognizes the Union as the sole and exclusive bargaining agent for all employees now employed or to be employed by the Borough of Garwood Department of Public Works, excluding supervisory, office, and clerical employees of the Borough in all those matters specifically provided for herein pertaining to wages, hours, and conditions of employment.

Section 2. The bargaining unit shall consist of all Borough of Garwood Department of Public Works employees, excluding supervisory, office and clerical employees of the Borough of Garwood, New Jersey.

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Section 3. Wherever used herein, the term "employees" shall mean and be construed only as referring to the Borough of Garwood Department of Public Works employees covered by this agreement.

ARTICLE 2 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. The Employer hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement or which may hereafter be conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States of America, including, but without limiting the generality of the foregoing, the following rights:

- (a) To the management and administrative control of the operation of the Department of Public Works and its properties and facilities and the activities of its employees;
- (b) To hire all employees and to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
- (c) To suspend, demote, discharge, or take other disciplinary action for good and just cause;
- (d) To determine the methods, means and personnel by which Department operations are conducted;
- (e) To determine the content of job qualifications and duties;
- (f) To take all necessary actions to carry out its responsibilities in the conduct of regular business and emergencies.

Section 2. The exercise and application of the foregoing powers, rights, authority, duties or responsibilities of the Department, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this agreement and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States of America.

### ARTICLE 3 - UNION SECURITY

The Employer agrees to give effect to the following form of Union security:

Section 1. All present full-time employees who are members of the Union on the effective date of this agreement shall remain members of the Union in good standing.

Section 2. It is agreed that the Borough will, upon written authorization granted by the hereinafter-described employees, collect monthly dues from them.

Those employees who may choose to grant such authorization include:

- (a) Those who fall within the bargaining unit as described in Article 1, or are regularly assigned to it and perform the same duties as employee within the bargaining unit; and
- (b) Those who choose not to become Union members are heretofore provided.

Section 3. Written authorization as described in the above Section is at all times revocable at the option of the subject employee. Should such authorization not be given, or be revoked at a later date, the Union agrees that it shall have the sole responsibility for the collection of the above described dues.

Section 4. It is agreed that the payment of Union dues shall not be a condition of employment.

### ARTICLE 4 - CHECK-OFF

Section 1. The Borough hereby agrees to deduct from the wages of employees by means of check-off, the dues uniformly required by the labor organization pursuant to the provisions of N.J.S. 52:14-15.9e. The Borough, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues. Such deductions shall be made from the first salary paid to each employee during the month.

Section 2. In making deductions and transmittals as above specified, the Borough shall rely upon the most recent communication from the Union as to the rate of monthly dues. The total amount deducted shall be paid to the Local

Union within thirty (30) calendar days after such deduction is made.

Section 3. The Borough agrees to forward the full name and address for all new employees who become eligible for membership and for whom initiation fee is deducted. The Borough further agrees to notify the Union when unit employees are discharged, granted leaves of absence, absent due to illness or injury, on vacation or leave the employment of the Department for any reason whatsoever when submitting the dues deduction list to the Union office each month.

#### ARTICLE 5 - PROBATIONARY PERIOD

Section 1. All full-time employees covered by this agreement shall serve a probationary period of forty-five (45) days.

Section 2. During the aforementioned probationary period, the Borough may discharge such employee for any reason whatsoever. Any employee discharged during such probationary period shall not have recourse to the grievance procedure as set forth in this agreement. The Borough shall have no responsibility for the re-employment of newly engaged probationary employees if they are dismissed during the probationary period.

#### ARTICLE 6 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1. No full-time employee shall make or be required to make any agreement or enter into any understanding inconsistent or conflicting with the terms of this agreement.

Section 2. Employees not included in the bargaining unit shall not be permitted to perform the duties of employees in the bargaining unit, except in the following situations:

- (a) In cases of emergency.
- (b) In cases where the job requires specialized labor.
- (c) In cases where employees presently in the bargaining unit lack the necessary qualifications to perform the job.

All determinations to be made under this Section shall be within the sole discretion of the Borough.

Section 3. Any member of the bargaining unit who substitutes for the Superintendent in his absence shall receive an additional fifty (\$.50) cents per hour.

Section 4. Nothing in this agreement precludes the further extension of benefits to the employees described herein by the Mayor and Council of the Borough of Garwood during the term of this agreement.

#### ARTICLE 7 - HOURS OF WORK AND OVERTIME

Section 1. The normal work week shall be from Monday to Friday, inclusive, and shall be comprised of five (5) days of eight (8) hours each.

Section 2. Any work performed beyond eight (8) hours in any one day of the normal work week shall be considered overtime and compensated for at one and one-half ( $1\frac{1}{2}$ ) times the regular hourly rate of pay.

Section 3. Employees shall be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) for the first ten (10) hours worked on Saturday, and double (2X) time for all hours worked thereafter.

Section 4. Employees shall be paid at the rate of double time (2X) for the first ten (10) hours worked on Sunday, and triple time (3X) for all hours worked thereafter.

Section 5. Employees called to work prior to the start of their normal shift shall be paid the overtime rate of any such time worked, provided that the employee completes his regular eight (8) hours for that day.

Section 6. The Borough shall notify the employees of any Saturday or Sunday work not later than the end of the shift on Thursday of that week, except for emergencies, including flood and other acts of God, snow removal and ice control

Section 7. Overtime shall be distributed as equally as practicable among the employees who are qualified and capable of performing the work available. On each occasion the opportunity to work overtime shall be offered to employees according to the least number of hours worked overtime. Overtime work offered but refused by an employee shall be considered as overtime worked for the purpose

of determining priority under this section. It is further agreed that full-time employees shall have priority as to offers of overtime in preference of part-time and summer employees.

Section 8. The working shift shall be as follows: 6:30 A.M. - 3:00 P.M.

Section 9. In the event an employee is called back to work after the conclusion of his normal work shift, the employee will be entitled to a minimum of two (2) hours pay at the overtime rate that is applicable.

#### ARTICLE 8 - SENIORITY

Section 1. Seniority is defined as all periods of active employment with the Department of Public Works, exclusive of any time spent by an employee on lay-off, during which time there shall be no accrual of seniority.

Section 2. For the purposes of this agreement, seniority shall be determined by the length of continuous and uninterrupted service, computed from the date of last hire.

Section 3. The Borough shall establish and maintain a seniority list of employees. The employee with the most seniority, as defined in the preceding Sections, shall head the list, to be followed by the employee with the next longest tenure, and so forth, until all employees within the Department are so listed.

Section 4. New full-time employees retained beyond the probationary period shall be considered permanent employees and their length of service with the Borough shall begin with the original date of their employment and their names placed on the seniority list as heretofore described. Such seniority list shall be kept up to date with additions and subtractions as required.

#### ARTICLE 9 - FORCE ADDITIONS AND REDUCTIONS

Section 1. The Borough agrees that it will not hire any new employees unless all of those presently employed are working the full number of scheduled

hours, as defined in Article 7, subject, however, to the following condition: should the Borough, in its discretion, determine that the employees presently working are unqualified to perform certain jobs, or that the work needed to be done requires specialized labor, then the Borough shall be free to hire persons to perform such work, regardless of the hours worked by those presently employed.

Section 2. Reductions of the work force shall be made according to the length of service with the Borough. The employee with the least seniority, as defined in Article 8, shall be laid off first, and so on, up the seniority list. Rehiring shall likewise be accomplished; the employee with the most seniority shall be rehired first and so on down the seniority list.

Section 3. The Shop Steward and the employees involved in such lay-off shall receive seventy-two (72) hours' notice prior to any lay-off.

#### ARTICLE 10 - NON-DISCRIMINATION

It is agreed that no employee shall be discriminated against because of race, color, creed, religion, nationality or sex. The Borough shall not discriminate against or interfere with any employee because of Union activities. The Union, its members and agents, shall not discriminate against or interfere with any employee covered under this agreement who is not a member of the Union.

#### ARTICLE 11 - HOLIDAYS

Section 1. The Borough agrees to guarantee to all of the employees within the bargaining unit the following holidays with full pay for eight (8) hours at the employees' regular straight time rate of pay, though no work is performed on such days:

Employee's personal birthday  
One-half day before New Year's Day  
New Year's Day  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day

Labor Day  
General Election Day  
Veterans' Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
One-half day before Christmas Day  
Christmas Day

Section 2. Employees who work on any of the above holidays shall be paid double (2X) their regular straight rate, and will receive a day off with pay.

Section 3. If a holiday falls on a Saturday or Sunday, it may be celebrated and compensated accordingly on the day preceding or the day following such holiday at the discretion of the Mayor and Council.

Section 4. Any employee who works on a holiday which falls on a Saturday or Sunday shall be compensated in accordance with Article 7. Under no circumstances shall there be pyramiding of overtime and/or holiday premiums.

Section 5. If a holiday falls within the vacation period of an employee, the employee shall receive pay for same or an additional day of vacation, at the option of the Borough.

#### ARTICLE 12 - VACATIONS

Section 1. The Borough agrees to grant to all employees within the bargaining unit vacations in accordance with the following schedule with pay:

<u>Length of Service</u>	<u>Vacation</u>
Not less than 1 year - 5 years	Ten (10) working days
Not less than 6 years - 10 years	Fifteen (15) working days
Not less than 10 years - 15 years	Eighteen (18) working days
Not less than 15 years - 20 years	Twenty (20) working days
Not less than 20 years	Twenty-five (25) working days

This provision is perspective in effect commencing with January 1, 1977.

The above vacation compensation shall be paid on the basis of eight (8) hours per day.



Section 2. The Borough agrees that in the event an employee voluntarily leaves the employ of the Borough before the vacation period, he shall be compensated for any accrued vacation time that may be due him in accordance with the above schedule.

Section 3. The vacation schedule shall be drafted by the Borough on or before the first of April of each year and posted on the Bulletin Board. In preparing the vacation schedule the Borough shall endeavor to assign vacations on the basis of system-wide seniority of its employees. It is specifically agreed, however, that the assignment of all vacations shall be determined by the Borough with due regard to its efficient operation.

Section 4. Vacations shall be taken during the regular vacation period, between January 1st and December 31st, inclusive.

Section 5. All vacations must be taken within the calendar year, January 1st, to December 31st.

#### ARTICLE 13 - LEAVE OF ABSENCE

Upon making timely application, employees may apply to the Borough for a leave of absence without pay for a period not exceeding ninety (90) days, without loss of seniority rights. The reason for such request shall be made known to the Borough, and the Borough will give reasonable consideration to such application. In order to be valid, a grant of leave of absence must issue in writing.

#### ARTICLE 14 - PAID SICK LEAVE

Section 1. All employees shall receive fifteen (15) days paid sick leave each year, such year to run from the date of hire. Sick leave may be accumulated and at the time of termination of employment said employee shall receive termination pay for said accumulated sick leave at fifty percent (50%) pay; however, said payment shall not exceed \$7,500.00.

Section 2. An employee who is ill for two (2) days or more shall be required to submit a doctor's certificate certifying such illness.

#### ARTICLE 15 - BEREAVEMENT PAY

Employees shall be granted up to three (3) days off with pay at the employee straight time rate when death occurs in the employee's immediate family. Immediate Family shall be defined as father, mother, husband, wife, son, daughter, brother, sister, father-in-law and mother-in-law.

#### ARTICLE 16 - JURY DUTY

An employee who is called for jury duty shall be paid the difference between the daily fee allowed by the court and eight (8) hours straight time pay for scheduled working time lost.

#### ARTICLE 17 - VETERANS' RIGHTS AND BENEFITS

Section 1. The seniority rights of all employees who enlist or who are drafted pursuant to an appropriate law now in force, or to be enacted, shall be maintained during such period of military service. Each such employee shall have the right to reinstatement to his former position or to a position of equal status at the salary rate previously received by him at the time of his induction into military service, together with all salary increases granted by the Borough to said employee's previous position during the period of such military service.

Section 2. Reinstatement of veterans shall be upon application made within ninety (90) days after such an employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act, as amended.

Section 3. The Borough agrees to allow the necessary time for any employee in the Reserves to perform his duties when called upon without impairment of his seniority rights.

Section 4. The Borough agrees to pay an employee for all reasonable time involved in reporting for a physical examination for Military Service.

Section 5. Upon return of an employee from Military Service, the employee shall displace the last employee hired.

Section 6. The provisions of this Article shall apply if the Congress of the United States declares a national emergency, if the United States pursues military involvement following a declaration of war, or if the Governor of New Jersey declares a statewide emergency.

#### ARTICLE 18 - DISCHARGE

There shall be no discharge except for just and sufficient cause, except that a newly engaged employee shall be subject to dismissal for any cause whatsoever prior to the expiration of the probationary period. The Union shall be notified of the discharge of any employee at the time of such discharge, which notification shall set forth the reason for the discharge.

#### ARTICLE 19 - GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. The term "Grievance" as used herein means any difference or dispute between the Borough and the Union arising from the interpretation application or adherence to the terms and conditions of this agreement, with the exception of disputes over wage scales. The grievance procedure herein shall be the sole means of obtaining adjustment of such disputes. Grievances may be raised by an individual, a group of individuals, the Union (acting on behalf of an individual or group of same), or the Borough.

Section 2. Grievances raised by an employee or employees, or by the Union, shall be subject to the following procedures:

Step 1 (a): The grievance, when it first arises, shall be taken up orally between the employee, the Shop Steward and the Public Works Superintendent. Failure to do so within five (5) days of the time the grievance arises shall constitute abandonment of the grievance by those advancing it.

(b): If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to writing and the Shop Steward shall serve same upon the Borough. Within three (3) working days thereafter the grievance shall be discussed between the designated representative of the Borough and representative of the Union. A written decision shall be given to the Union within five (5) working days thereafter.

Step 2: In the event the grievance is not satisfactorily settled by the discussion in Step 1, then the same shall be the subject of a conference between the Union and the Mayor and Council.

Step 3: In the event the grievance is not satisfactorily settled within ten (10) days of the discussion in Step 2, it is agreed that either party may request P.E.R.C. to appoint an arbitrator who shall have full power to hear and determine the dispute, and such determination shall be deemed final and binding.

Section 3. Grievances raised by the Borough shall be subject to the following procedure: such grievances shall be filed directly with the Union within five (5) working days after the event giving rise to the grievance has occurred. Failure to act within five (5) working days shall be deemed to constitute abandonment of the grievance on the part of the Borough. A meeting shall be held within ten (10) calendar days after the filing of such grievance between the representatives of the Department of Public Works and the Union in an earnest effort to adjust the difference between the parties. In the event no such adjustment has been satisfactorily made within twenty (20) calendar days

after such meeting, the Borough may, within ten (10) calendar days thereafter file for binding arbitration in accordance with the rules and regulations of P.E.R.C.

Section 4. When any grievance shall be subject to arbitration under the foregoing provisions, the cost of such arbitration shall be shared equally by the Borough and the Union. Any other expenses, including, but not limited to witnesses, shall be borne by the individual party incurring same.

Section 5. Any arbitrator appointed pursuant to this Section shall have no authority to change, modify, alter, substitute, add to or subtract from the provisions of this agreement. No dispute arising out of any question pertaining to the renewal of this agreement shall be subject to the arbitration provision of this agreement.

#### ARTICLE 20 - UNIFORMS

Section 1. The Borough agrees to purchase the following for all employees when needed:

- (a) Three (3) summer uniforms for each employee.
- (b) Three (3) winter uniforms for each employee, including a winter jacket.
- (c) Protective clothing needed for the job, including but not limited to gloves, rain gear and boots, none of which shall be individually assigned.
- (d) Two (2) pairs of safety working shoes per year.

Section 2. The Borough, for the purpose of this Section, reserves the right to designate a uniform supplier. Should an employee choose to obtain his uniforms elsewhere, he will pay the difference in cost between that of the designated supplier and his own.

Section 3. Prior to receiving new uniforms, employees must demonstrate a need for replacements by turning their used uniforms over to the Borough.

#### ARTICLE 21 - MISCELLANEOUS PROVISIONS

Section 1. Employees shall be granted a fifteen (15) minute coffee break in the morning.

Section 2. The Borough shall provide reasonable Bulletin Board space for the posting of Union notices to its members.

#### ARTICLE 22 - SAFETY AND HEALTH

The Borough shall maintain working conditions in accordance with the health and safety provisions of both the Department of Health and the Department of Labor of the State of New Jersey. All reasonable suggestions for improvements will be considered and acted upon where practical.

#### ARTICLE 23 - WELFARE AND PENSION BENEFITS

Section 1. The Borough shall continue to provide Blue Cross and Blue Shield coverage, including Rider "J", for all employees and eligible dependents with full premiums paid by the Borough. The Borough shall also provide such additional benefits under the State Health Program as shall be made available.

Section 2. The Borough shall continue contributions to the Public Wmployees Retirement Program according to State regulations.

Section 3. The Borough shall continue to provide long-term disability income insurance policies covering employees for a period of up to two (2) years at \$100.00 per week.

#### ARTICLE 24 - WAGES

Effective January 1, 1976, the Borough agrees to grant all employees covered by this agreement an across the board increase in wages of thirty-five (\$.35) cents per hour and to provide for an across the board salary increase during the year 1977 of thirty-five (\$.35) cents per hour.

#### ARTICLE 25 - LONGEVITY

Longevity payments shall be made according to the following schedule and shall be effective January 1, 1977 on the anniversary date of the employee's

date of employment:

YEARS OF SERVICE

PERCENT OVER REGUALR BASE PAY

4 years	2%
8 years	3%
12 years	4%
15 years	5%
20 years	6%

ARTICLE 26 - STRIKES AND LOCK-OUTS

Section 1. It is agreed that the Union and employees shall not call or engage in a strike (or threats thereof) and the Borough shall not institute a lockout, for any cause whatsoever during the term of this agreement; nor shall the Union or any of its employees cause or participate in any cessation of work, slow down, work stoppage or interference of any kind with normal Borough operations. Employees, however, shall not be required to cross any primary picket line.

Section 2. In the event of a strike, slowdown, walkout or job action not authorized by the Union, it is agreed that participation in any such activity by a Union member shall entitle the Borough to take disciplinary action, including possible termination of the employment of such employee or employees.

Section 3. Nothing contained in this agreement shall be construed to limit or restrict the parties in their rights to seek and obtain such judicial relief as they may be entitled to have in law or in equity, or both, in the event of such actions as described in this Article.

ARTICLE 27 - SEPARABILITY

If any Article or Section of this agreement or if any supplements, appendices or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement and of any supplements, appendices

insofar as it applies hereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

#### ARTICLE 28 - DURATION OF AGREEMENT

Section 1. Said Article shall provide that this agreement shall become effective on the date hereof and with respect to salaries shall be retroactive to January 1, 1976 and shall continue in full force and effect for two years until January 1, 1978. Said contract shall continue in effect thereafter unless and until said contract is modified by a subsequent agreement of the Governing Body or unless either party is given notice in writing at least sixty (60) days prior to the expiration date of said contract that said contract provisions shall not continue beyond the aforementioned date. In such case, the parties shall endeavor to negotiate a new agreement within the sixty days prior to the expiration of the within agreement.

Section 2. The salary provisions set forth in the within agreement for the year 1977 are subject to appropriations and ordinances being adopted by the 1977 Mayor and Council.

Section 3. The provisions of the within contract shall not apply to part-time summer help employed by the Borough of Garwood who shall be paid such wages and be employed for such hours as may be determined by the Borough. Said summer employment shall not exceed three (3) months in duration each year.

Section 4. The employer agrees to comply with Chapter 303, Public Laws of 1968 with regard to all full-time employees and said employer shall not in any way interfere with the rights of said employees as provided for by Chapter 123, Public Laws of 1974.



IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers the day and year first above written.

ATTEST:

Phyllis Mone  
Phyllis Mone, Borough Clerk

BOROUGH OF GARWOOD

Charles J. Horbacz  
Charles J. Horbacz, Mayor

WITNESS:

\_\_\_\_\_

LOCAL # 11, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Leo Amet  
Joseph B. Ryan  
Kenneth B. Stewart

file with contract

# BOROUGH OF GARWOOD

UNION COUNTY, NEW JERSEY



CHARLES J. HORBACZ  
MAYOR

PHYLLIS MONE  
BOROUGH CLERK

ROBERT L. SHELDON  
BOROUGH COUNSEL

MUNICIPAL BUILDING  
CENTER STREET AND SOUTH AVENUE  
GARWOOD, N. J. 07027

### COUNCIL

BENNIEY J. ALIMONTI  
PRESIDENT  
CLAYTON F. COSTELLO  
ROBERT M. EGLES, JR.  
GEORGIANA GURRIERI  
CHARLES E. JONES  
DORIS C. MANN

### RESOLUTION NO. 3223

Offered by Councilwoman Mann

BE IT RESOLVED, by the Mayor and Council of the Borough of Garwood that it enter into an agreement with the Street Department, Local #11, International Brotherhood of Teamsters, for a two-year period. The terms of said agreement are attached hereto and made a part of the within resolution.

Adopted December 31, 1976

APPROVED:

Charles J. Horbacz  
CHARLES J. HORBACZ, Mayor

ATTEST:

Phyllis Mone  
PHYLLIS MONE, Borough Clerk