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14-30

A G R E E M E N T

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of April 1975, by and between the 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 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 :

75-26

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 Bargaining 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, 1975, to and including December 31, 1976, and came to agreement thereon;

NOW, THEREFORE, in consideration of the premises, covenants, 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 employees of the Public Works Department.

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ARTICLE II

Check-Off

Section 1. The Public Employer agrees to deduct, effective January 1, 1975, the initiation fees and/or dues of Nine Dollars (\$9.00) 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 in accordance with R.S. 52:14-15.9(e), from each employee from whose salary such deductions are to be made, authorizing the deduction of fees and dues as heretofore provided. The Union agrees to indemnify and shall be responsible for any claims presented by an employee against the Public Employer regarding or concerning dues check-off.

ARTICLE III

Management

Section 1. It is recognized that there are certain functions, responsibilities and rights exclusively reserved to the Public Employer, such as, but not limited to, 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, including overtime, 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, subject however, to the limitation set forth in ARTICLE X, Section 3.

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, subject, however, to the limitation set forth in ARTICLE X, Section 3.

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 One Dollar and Fifty Cents (\$1.50) for every complete two (2) hour increment worked in excess of the initial eight (8) hour period. All meals shall be approved and scheduled by the superintendent or his designee prior to taking such meal.

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. The employee shall also be entitled to a fifteen (15) minute meal period for each meal as provided in Section 4 hereof, which shall be accumulated and taken as a one-half (1/2) hour meal period for each four (4) hours of overtime worked.

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

Section 7. An employee called for stand-by service shall be compensated under this agreement for such stand-by service.

#### 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. Seniority shall be computed and commence as of the date of last hire, including any time spent as a probationary employee, pursuant to Section 1 hereof.

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 inverse order of layoff, provided the employee has the necessary qualifications, skills and abilities for the work available. The Public Employer shall have the right to determine whether the employee has the necessary qualifications. 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. The Public Employer shall have the right to determine such qualifications.

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, to his last known address, unless failure to return is due to actual illness or accident.
- (d) Five (5) days of unexcused absence.
- (e) Engaging in other employment during excused absence for sick leave.

## 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 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 employee who works on any of the holidays observed above will receive overtime pay for such work at his regular overtime rate.

## ARTICLE VII

### Vacations

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 6	10
7 to 15	15
16 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 period of his vacation date.

Section 3. Senior employees shall be given due consideration 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 of 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 five (5) 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 five (5) additional working days, both parties shall complete and sign the grievance record form and forward the matter to the next step in the 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 the matter shall be referred to the Township Committee for its consideration. Under this Article, Section 3 (Step 3) the Township Committeeman in charge of Public Works and the Township Committee shall have a minimum time of seven (7) days and a maximum time of thirty (30) days to act on said grievance. 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. All grievances that reach the Township Committee will be heard in public except for confidential personal matters and those matters which may result in grand jury action or criminal proceedings.

Section 5. 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 on 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. However, if existing Statutes of the State of New Jersey makes different provisions for arbitration the provisions of the State Statutes shall prevail.

Section 2. After giving notice of intent to arbitrate as provided in Section 1 above, the moving party must request the Public Employment Relations Commission to submit a list of arbitrators from which the parties may select an arbitrator. The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from or modify any of the terms of this agreement, or to establish or change any wage rate. The decision shall be final and binding. Any fees or administrative charges for the arbitrator shall be borne equally by both parties. Witness fees and other expenses shall be borne by the parties respectively.

ARTICLE X

Wages

Section 1. Effective January 1, 1975, all employees shall receive an increase as hereinafter provided over their 1974 salary rate.

Section 2. For the 1975 and 1976 contract years covered by this agreement, salaries will be established by using the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Urban Wage Earners and Clerical Workers; New York, New York -- Northeastern New Jersey, all items -- Series A (1967=100). The salaries will be computed by using

the percentage difference between the final January 1974 and December 1974 Indexes and adding that percentage difference to the 1974 salary which will establish the salary for calendar year 1975. The same procedure will be followed using the final January 1975 and December 1975 Indexes for 1976 salaries. In this connection the final January 1974 Index is 146.8. The 1975 salaries will be subject to 12% maximum adjustment and a 4% minimum adjustment over the 1974 salary and salaries for 1976 will be subject to a 10% maximum adjustment and a 4% minimum adjustment over 1975 salaries. All longevity payments previously provided for in any salary ordinance, resolution, or contract are hereby eliminated and will not be paid to any member or the employees of the Public Works Department covered by this Agreement. In consideration of the employees having waived any longevity entitlement, a 2% bonus will be paid during calendar year 1975 to all employees covered by this Agreement and in addition, an additional 2% bonus will be paid to Peter Melise and to James McMahon.

Section 3. If an employee is required to perform work in a higher job classification for a period in excess of five (5) working days, said employee shall receive the wage rate for such higher classification beginning on the sixth working day and thereafter for any such continuing period. In the event that an employee is required to perform overtime work in a higher job classification after he has established a right to receive the wage rate for such higher classification, he shall be paid overtime in accordance with the wage rate for such higher classification except in a situation where the higher job classification does not permit the payment of overtime wages. In the event the higher job classification does not permit overtime wages but does entitle the employee to compensatory time off, in that event the employee may elect to take compensatory time off or in the alternative receive overtime pay at his normal overtime wage 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 but in any event not to exceed ten (10) days. Sick leave shall accumulate to a maximum of ninety (90) 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, stepchild, mother-in-law, father-in-law, brother or sister, 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 legal or blood relative of 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 of the funeral (both days inclusive) up to a maximum of two (2) days.

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 One Hundred and Fifteen Dollars (\$115.00) per year thereafter for maintenance or replacement of required uniform, plus one (1) pair of safety work shoes per year (maximum allowance - \$25.00) and three (3) pairs of work gloves 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 (1/2) 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 permission 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, sex, creed,

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 for a period of five (5) working days. Any employee may signify to the Public Employer in writing during that period an interest in being considered for the opening.

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.

Section 2. In the event of a violation of any rule or regulation or for any other misconduct, the following procedure shall be followed:

Step 1. Verbal warning by supervisor; Shop Steward notified and nature of violation filed in employee's record. The supervisor shall advise the employee that the next violation shall result in a written warning.

Step 2. For any subsequent violations, although different in nature, a written warning shall be forwarded to the employee and the violation shall be discussed with the Shop Steward and the employee. The supervisor shall advise that any subsequent violation shall result in a three (3) days' suspension without pay.

Step 3. Any violation that progresses to Step 3 shall require that a conference be held with the Shop Steward, the employee and a Union representative. At this conference, the employee shall be advised that he is suspended for three (3) days without pay and that a subsequent violation will result in a suspension and/or discharge if appropriate.

Section 3. It is specifically agreed that the provisions of this ARTICLE will not become operative until such time as rules and regulations have been adopted by resolution by the Township Committee of the Township of Passaic, which rules and regulations will be mutually agreed upon between the parties hereto prior to adoption by the Township Committee. Upon adoption of rules and regulations governing the operations of the Public Works Department and the conduct of the personnel of said Department, this ARTICLE will become effective.

#### 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, 1975, and shall terminate on December 31, 1976.

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 agreement. If notice is not given as herein required, this Agreement shall automatically be renewed from year to year, as the case may be.

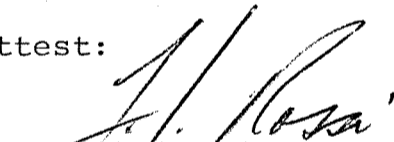
ARTICLE XXIV

Severability

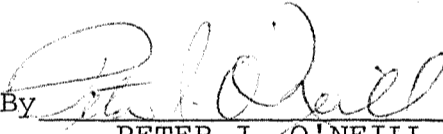
Section 1. Should any portion of this Agreement be held unlawful and/or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision; whereupon the parties agree immediately to negotiate a substitute for the invalid portion thereof. If any portion of the Agreement is unlawful and affects the whole, the Agreement shall be null and void.

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

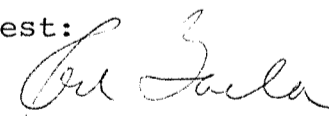
Attest:

  
\_\_\_\_\_  
F. J. ROSSI  
Clerk/Administrator

TOWNSHIP OF PASSAIC IN THE  
COUNTY OF MORRIS

By   
\_\_\_\_\_  
PETER J. O'NEILL, MAYOR

Attest:

  
\_\_\_\_\_  
Rose Baclar, Secretary

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, LOCAL 37

By   
\_\_\_\_\_  
ALBERT BACLAR, President

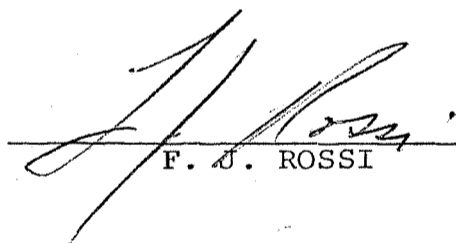


STATE OF NEW JERSEY )

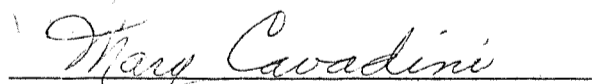
SS:

COUNTY OF M O R R I S)

BE IT REMEMBERED that on this *21<sup>st</sup>* day of *April* 1975, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared F. J. ROSSI who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction that he is the Clerk/Administrator of the Township of Passaic, the corporation named in the within instrument; that PETER J. O'NEILL in the Mayor of said municipal corporation; that the execution, as well as the making of this instrument has been duly authorized by a proper resolution of the Township Committee of said municipal corporation; that deponent well knows the corporate seal of said municipal corporation; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by said Mayor as and for the voluntary act and deed of said municipal corporation, in the presence of deponent, who thereupon subscribed his name thereto as attesting witness.

  
F. J. ROSSI

Sworn to and subscribed  
before me the date aforesaid.

  
MARY CAVADINI  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires September 15, 1975

