

2055

JOAN SKAL, RMC
TOWNSHIP CLERK
LITTLE FALLS, N.J. 07424

AGREEMENT

THIS AGREEMENT made this 1st day of January, 1991 by and between the Township of Little Falls, a municipality in the County of Passaic and State of New Jersey, hereinafter referred to as the "Township" and the Teamsters Local No. 97 of New Jersey, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union".

PURPOSE

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the employer and its employees and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law and established practices not modified by this Agreement:

NOW THEREFORE, the parties hereto mutually agrees as follows:

ARTICLE I

UNION RECOGNITION AND CHECK-OFF

1. The Township recognizes the Union as the exclusive representative, as certified on _____ and on _____ by the New Jersey Public Employment Relations Commission for the purpose of collective negotiation with respect to the terms and conditions of employment of all blue collar employees employed by Little Falls Township, Passaic County, New Jersey including all sanitation employees, drivers and backmen but excluding those employed in the Police Department and all offices, clerical employees, professional employees, craft employees, policemen, managerial

executives and supervisors within the meaning of the New Jersey Employer-Employees Relations Act of 1968. The foreman and the Superintendent of Public Works are supervisory personnel and shall not be members of the Union.

2. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the Township and Union consistent with applicable law) the Township agrees to deduct from the first pay of each month membership dues (and initiation fees where applicable), in such amounts as shall be fixed pursuant to the by-laws and constitution of the Union during the full term of this Agreement and any extension or renewal thereof. The Township shall promptly remit monthly any and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the Union.

3. The Township will notify the Secretary-Treasurer of the Union within three (3) days of hire all employees, their address, birth date, classifications, rate of pay and social security number; and of all removals of employees from the Township's payroll.

ARTICLE II

VISITATION AND BULLETIN BOARD

1. The Union representative will be permitted to visit Union stewards and members on Township premises for the purpose of discussing Union business.

2. The Township shall supply bulletin boards for the use of the Union and of which shall be placed in a conspicuous location in the Township garage for the posting of notices and bulletins pertaining only to Union matters. All such bulletins must be posted only upon the authority of officially designated Union representatives. However, any bulletins deemed controversial must have the approval of the Department Head.

ARTICLE III

STEWARDS

1. The Township recognizes the right of the Union to designate four (4) stewards and their alternates for the enforcement of this Agreement. The Union shall furnish the Township with a written list of Stewards and alternates and notify the Township of any changes.

2. The authority of Stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities.

2a. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining Agreement.

2b. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers.

3. Designated Union stewards shall be granted time with pay during working hours to investigate and seek to settle grievances, to attend hearings and meetings and conferences on Contract negotiations with Township officials.

4. It is hereby agreed that the Chief Steward shall have seniority.

ARTICLE V
GRIEVANCES

1. For the purpose of this Agreement, the term "grievance" means any difference or dispute between the Township and the union or between the Township and any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement.

2. The procedure for settlement of grievances shall be as follows:

Step 1 The aggrieved employee shall discuss his problem with his Union steward and Department head who shall attempt to settle the problem within 48 hours from the time it was first presented.

Step 2 If the grievance is not resolved at Step 1 it shall be reduced to writing by the aggrieved employee and one copy immediately furnished to the Township Clerk and one to the Department head. The Department head and Chief steward shall meet and attempt to solve the problem within 48 hours from the time it was presented.

STEP 3 Failing to find a mutually satisfactory solution in Step 2 a meeting shall be arranged between the Grievance Committee of the Union and representatives of the Township Committee with the object of settling the problem within seven (7) calendar days after the parties have failed to do so in Step 2.

3. Any employee shall have the right to process his own grievance provided that a representative of the union is present and provided that any agreement reached with such employee is not violative of this Agreement.

ARTICLE V
MANAGEMENT

Nothing in this Agreement shall interfere with the right of the Township in accordance with the applicable law, rules and regulations to:

la. Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate and efficient manner possible.

lb. Manage employees of the Township, to hire, promote, transfer, assign or retain employees in positions within the Township and in that regard to establish reasonable work rules.

lc. Suspend, demote, discharge or take other appropriate disciplinary action against an employee for just cause; or to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive.

ARTICLE VI
SENIORITY

1. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of transfer, promotions, assignment of schedules, lay-offs and recalls. In all cases however ability to perform the work in a satisfactory manner will be a factor in designating the employee to be affected.

2. An employee shall be deemed a probationary following his regular appointment to a permanent position during his trial period of three (3) months.

Employees may be dismissed without recourse during the probationary period for reasons relating to the employee's qualifications.

3. The seniority of an employee is defined as the length of service as a Township employee dating back to his first date of hire and by his job classification.

4. In the event of layoffs and rehiring, the last person hired in the job classification effected shall be the first to be laid off, and the last person laid off shall be the first to be recalled in accordance with his seniority in his classification, provided the more senior employee is able to do the available work in a satisfactory manner.

5. When promotions to a higher labor grade or transfers to another grade are in order the Township shall make such promotions or transfers from among its regular employees; consideration for such promotions or transfers shall be based on seniority and ability to perform the work, and if an employee so promoted or transferred is not deemed qualified after a thirty (30) day trial period, the Township may remove him and retransfer him to his former position.

6. The Township shall prepare and forward to the Union a seniority list of employees by classification. Seniority lists shall be up dated when necessary and shall be posted on the Union Bulletin Boards showing the employees' names, classifications, and seniority dates.

ARTICLE VII

POSTING

1. All new and vacant positions shall be posted on the Union Bulletin Boards for a period of one week. Employees applying for such vacancies shall make a request in writing to the head on the Department in which such vacancies exist. Efforts will be made to fill vacancies from within the bargaining unit; with seniority employees given preference.

ARTICLE VIII

LOSS OF SENIORITY

1. Seniority shall be lost by an employee for the following reasons:

la. Voluntary quitting. Failure to report back for work no later than the beginning of the next work week following the conclusion or termination of a leave of absence shall be deemed to constitute a voluntary quitting.

lb. Discharge for cause.

lc. Failure to report for work within twenty-four (24) hours when called back (after lay off) after receipt of telegram or registered letter unless such failure is mutually agreed between the Township and the Union to be excusable.

ld. Failure to be called back to work for a period of twelve (12) months after a lay off, unless a greater period of time to be established by agreement between the Township and the Union.

ARTICLE IX

LEAVE OF ABSENCE

IN ACCORDANCE WITH EXISTING TOWNSHIP ORDINANCE

1. At the expiration of such leave, the employee shall be returned to the position from which he is on leave with all increases granted during his leave for his job classification.
2. Seniority shall be retained and shall accumulate during all leaves.

ARTICLE X

DISCIPLINE AND DISCHARGE

1. No permanent employee shall be discharged, suspended or otherwise disciplined without just cause. The Township shall notify the Union at the time if disciplinary action is taken.
2. A grievance by an employee claiming that he has been unjustly discharged or suspended must be submitted to the Township in writing within two (2) weeks of the disciplinary action.
3. Any employee whose appeal has been sustained shall be returned to his former position and compensated at his regular rate for any time lost during the period of such dismissal.
4. Disciplinary warnings will be issued in writing to the employee and a copy to the Union.

ARTICLE XI

RULES AND REGULATION

1. Proposed new rules or modifications of existing rules governing working conditions shall, whenever practicable, be announced in advance and discussed with the Union before they are established.

ARTICLE XII

HOURS OF WORK

1. This Article is intended to define normal hours of work and shall not be construed as a guarantee of hours of work per day or week or of days of work per week and shall not apply to part-time workers.

2. The basis work week shall consist of forty (40) hours from Monday to Friday inclusive. The basic work day shall consist of eight (8) hours per day exclusive of a thirty (30) minute lunch period.

3. The normal starting time shall be 7:00 a.m, and quitting time 3:30 p.m. but may be varied for seasonal operations or in emergencies.

4. Sewer Plant - in accordance with past practices.

ARTICLE XIII

REST PERIODS - WASH UP

1. All employees shall receive two (2) rest periods each day without deduction in pay - one fifteen (15) minutes mid-morning, and one fifteen (15) minutes mid-afternoon.

2. All employees shall receive two wash-up periods each day without deduction in pay, one ten (10) minutes before lunch hour and one ten (10) minutes before quitting time.

4. Employees performing snow plowing work for more than four (4) consecutive hours outside of a scheduled eight (8) hour day may take a rest period of one (1) hour with pay after the fourth consecutive hour. In addition, in each four (4) hour period of such snow removal work a ten (10) minute coffee break may be taken provided however, the employees shall not return to the garage for such break.

ARTICLE XIV

OVERTIME

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

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

3. All work, including snow removal work, performed on Sunday shall be compensated for at double time.

4. Overtime work shall be equally distributed among employees in their respective department as is reasonably practical among those capable of performing the work to be done.

CC 4/15/9

ARTICLE XV

CALL IN PAY

1. Any employee who, in the absence of advance notice given him prior to the end of his previous regular shift, reports for work on his regular schedule shall be guaranteed four (4) hours pay, based on straight-time work rates, in lieu thereof.

CALL BACK TIME

2. Any employee who is called back to work after having completed his regular scheduled shift shall be compensated at time and one half the straight-time hourly rate of pay worked, with a minimum guarantee of three (3) hours work of pay in lieu thereof.

ARTICLE XVI

WAGES AND JOB CLASSIFICATION

IN ACCORDANCE WITH EXISTING TOWNSHIP ORDINANCE

1. Effective 1/1/91 salaries shall be increased \$1200. per year and effective 1/1/92 salaries shall be increased \$1200. per year. In the case of the Master Mechanic, in addition to the increase herein above provided, the Master Mechanic shall be entitled to an increase of \$420. per year. The 1991 increase shall be retroactive to January 1, 1991.

ARTICLE XVII

IN ACCORDANCE WITH EXISTING ORDINANCE LONGEVITY

1. Longevity shall be included in hourly rate when employee works overtime in compliance with the Federal Fair Labor Standards Act.

ARTICLE XVIII

IN ACCORDANCE WITH EXISTING ORDINANCE

HOLIDAYS -- PERSONAL DAYS

A. Safety Committee:

Institution of periodic safety meeting with one employee, one Township representative and the Union representative.

ARTICLE XIX

IN ACCORDANCE WITH EXISTING ORDINANCE

VACATIONS

ARTICLE XX

IN ACCORDANCE WITH EXISTING ORDINANCE

SICK LEAVE & BEREAVEMENT PAY

A. Uniforms - shoes:

The allowance for shoes shall be increased by \$50.00 per pair effective 1/1/89.

ARTICLE XXI

IN ACCORDANCE WITH EXISTING ORDINANCE

JURY AND MILITARY LEAVE

ARTICLE XXII

1. Every permanent full time employee shall be granted three (3) days leave with pay upon the death of a member of his immediate family within the State of New Jersey and up to five (5) days if outside the State, with the consent of the Superintendent of Public Works. Immediate family shall include, spouse, children, parents, brothers and sisters and spouse's parents, brothers and sisters and grandparents of employee or spouse.

ARTICLE XXIII

SAVINGS CLAUSE

1. It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

2. If any such provisions are so invalid, the Township and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XXIV

TERMINATION AND EXTENSION OF AGREEMENT

The term of this Agreement shall be from January 1, 1991 through December 31, 1992.

ARTICLE XXV

COMPLETENESS OF AGREEMENT

1. This Agreement constitutes the entire collective bargaining Agreement between the parties and includes and settles for the term of this Agreement all matters which were, or might have been, raised in all collective bargaining negotiations leading to the signing of this Agreement.

2. Benefits provided by all Township ordinances shall continue.

IN WITNESS WHEREOF, the parties have by their duly
authorized representatives set their hands and seals this 25th day of
February, 1991.

ATTEST:

TOWNSHIP OF LITTLE FALLS

(S) Ada Ruffolo
MAYOR ~~MATEO WITECKI~~
ADA RUFFOLO

(S) Joan J. [Signature]
TOWNSHIP CLERK

TEAMSTERS LOCAL 97

(S) Arnold Ross
ARNOLD ROSS, PRESIDENT

(S) Andrew D. Trause
ANDREW D. TRAUSE
SECRETARY/TREASURER