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AGREEMENT  
BETWEEN  
BOROUGH OF RUTHERFORD  
AND  
TEAMSTERS LOCAL 97 OF NEW JERSEY

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AGREEMENT  
BETWEEN  
BOROUGH OF RUTHERFORD  
AND  
TEAMSTERS LOCAL 97 OF NEW JERSEY

I N D E X

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AGREEMENT

THIS AGREEMENT made as of the 1st day of *January* 1972 by and between the Borough of Rutherford a municipality in the County of Bergen and State of New Jersey, hereinafter referred to as the "Borough" and the TEAMSTERS LOCAL 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 agree as follows:

ARTICLE I

UNION RECOGNITION AND CHECK-OFF

1. The Borough recognizes the Union as the exclusive representative, as certified on April 22, 1971, 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 employees

employed by the Department of Public Works, Borough of Rutherford, Bergen County, New Jersey but excluding all office clerical employees, professional employees, craft employees, policemen, managerial executives and supervisors with the meaning of the New Jersey Employer-Employee Relations Act of 1968.

2. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the Borough and Union and consistent with applicable law) the Borough 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 Borough 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 Borough will notify the Secretary-Treasurer of the Union within three (3) days of hire of all employees, their address, birth date, classification, rate of pay and social security number; and of all removals of employees from the Borough's payroll.

4. No employee shall be compelled to join the Union but shall have the option to voluntarily join said Union.

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4. No employee shall be compelled to join the Union but shall have the option to voluntarily join said Union.

ARTICLE II

VISITATION AND BULLETIN BOARD

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

2. The Borough shall supply one (1) bulletin board for the use of the Union to be placed in a conspicuous location in the Borough Garage which shall be for the use of the Union 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 Borough recognizes the right of the Union to designate one (1) steward and one (1) alternate for the enforcement of this Agreement. The Union shall furnish the Borough with a written list of the steward and the alternate and notify the Borough of any changes.

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

a. The investigation and presentation of

grievances in accordance with the provisions of the collective bargaining Agreement.

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

3. The designated Union Steward shall be granted time with pay during working hours to investigate and seek to settle grievances, to attend all meetings and conferences on Contract negotiations with Borough officials.

#### ARTICLE IV

#### GRIEVANCES

1. For the purpose of the Agreement, the term "Grievance" means any difference of dispute between the Borough and the Union or between the Borough 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 foreman 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 Borough Clerk and one copy to the Superintendent of the Department of Public Works. The Superintendent 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 Borough Council 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

#### ARBITRATION

1. If a grievance is not settled under Article IV,



such grievance shall at the request of the Union or Borough be referred to the State Board of Mediation for the selection of an Arbitrator according to its rules.

2. The decision of the Arbitrator shall be final and binding upon the parties.

3. All submissions to arbitration must be made within fifteen (15) days.

4. The Arbitrator appointed under the above procedure shall interpret the provisions of this Agreement. He shall have no power to enlarge upon or reduce the obligations of the parties under this Agreement.

#### ARTICLE VI

#### MANAGEMENT

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

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

(b) Manage employees of the Borough to hire, promote, transfer assign or retain employees in positions within the Borough and in that regard to establish reasonable work rules.

(c) 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 non-productive.

## ARTICLE VII

### 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 effected.

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 Borough employee dating back to his first date of hire and by his job classification.

4. In the event of lay-offs 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 Borough shall make such promotions or transfers from among its regular employees; consideration for such promotions for 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 Borough may remove him and retransfer him to his former position.

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

#### ARTICLE VIII

##### POSTING

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

2. The Union may contest the Borough's determination of position as to the qualification of the employees to perform the work. Should any such dispute not be resolved by the parties under the grievance procedures of this Agree-

ment, the Union shall have the right to request binding arbitration.

#### ARTICLE IX

##### LOSS OF SENIORITY

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

(a) 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.

(b) Discharge for cause.

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

(d) 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 Borough and the Union.

#### ARTICLE X

##### LEAVE OF ABSENCE

1. A permanent employee may be granted a leave of absence without pay for a period not to exceed thirty (30) days. The Borough will not unreasonably deny an employee's

request for such leave of absence. This leave is subject to renewal for reasons of personal illness, disability, or other reasons deemed proper and approved by the Borough.

2. 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.

3. Seniority shall be retained and shall accumulate during all leaves.

#### ARTICLE XI

#### DISCHARGE AND DISCIPLINE

1. No permanent employee shall be discharged, suspended or otherwise disciplined without just cause. The Borough 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 Borough 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 XII

RULES AND REGULATIONS

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 XIII

DIVISION OF WORK

1. Employees outside the bargaining unit shall not perform any work customarily performed by workers covered by this Agreement, except as may be required to instruct employees or in an emergency as may be required to assist employees.

ARTICLE XIV

HOURS OF WORK

1. This Article is intended to define the 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 work.

2. 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 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 season operations or in emergencies.

4. The normal starting time will vary in the case of garbage men who commence work at 6:00 A.M. and rollers who may make their own starting time. Garbage men will commence on Saturdays at 5:00 A.M. . .

#### ARTICLE XV

##### REST PERIODS - WASH-UP

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

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

3. Drivers performing emergency 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 emergency snow removal work a ten (10) minute coffee break may be taken, provided however, the driver shall not return to the garage for such break.

ARTICLE XVI

OVERTIME

1. All work performed in excess of eight (8) hours in any one (1) day and forty (40) hours in any one (1) 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, except for those employees regularly scheduled to work on Saturday. Should any employee be required to work on his scheduled day off, he shall receive compensation at the rate of time and one-half. Should any employee be required to work a second scheduled day off, immediately following the first scheduled day off, he shall be compensated at the rate of double time.

ARTICLE XVII

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' work or 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 four (4) hours' work or pay in lieu thereof. Weekend stand-by pay....  
4 hours for operators.



ARTICLE XVIII

WAGES

1. The rates of pay for each job classification in the Department of Public Works are set forth in Appendix A attached hereto and made a part thereof.

ARTICLE XIX

LONGEVITY

1. Effective January 1, 1972 each employee shall be paid, in addition to his base pay a longevity increment based upon years of service in the employ of the Borough in accordance with the following schedule:

<u>Years of Service</u>	<u>Increment of Base Pay</u>
Upon completion of 5 years of service	1%
Upon completion of 10 years of service	2%
Upon completion of 15 years of service	3%
Upon completion of 20 years of service	4%
Upon completion of 25 years of service	5%

2. Each employee shall qualify for the longevity increment on the date of the anniversary of his employment and such increment shall be paid from and after such date.

3. In computing any overtime pay which may become due any such employee, only the base pay shall be used.

ARTICLE XX

VACATIONS

Subject to Civil Service laws, rules and regulations

when applicable, and consistent with existing practice, employees shall be granted the following annual leave for vacation purposes with pay:

- |  |   |
|--|---|
| Up to one (1) year of service  | - One (1) day for each month of service |
| After one (1) year of service and up to ten (10) years of service      | - Twelve (12) days                      |
| After ten (10) years of service and up to twenty (20) years of service | - Fifteen (15) days                     |
| After twenty (20) years of service                                     | - Twenty (20) days                      |

#### ARTICLE XXI

#### HOLIDAYS

1. Each full-time employee covered by this Agreement shall receive holiday pay equal to one day's pay at eight (8) hours straight time without working during the following days:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	General Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

2. An employee required to work on a holiday

shall be paid time and one-half his regular pay in addition to holiday pay. Saturday Holiday celebrated on Friday. Sunday Holiday celebrated on Monday.

ARTICLE XXII

SICK LEAVE AND BEREAVEMENT PAY

1. All permanent full-time employees covered by this Agreement shall be granted sick leave with pay of one working day for every month of service during the remainder of the first calendar year of service and fifteen (15) working days in the calendar year of service and fifteen (15) working days in the calendar year thereafter. The amount of such leave not taken shall accumulate from year to year to year.

2. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury, or exposure to contagious disease, and may include absence due to illness in the immediate family of the employee or necessary attendance upon a member of the immediate family who is ill.

3. An employee absent on sick leave shall submit acceptable medical evidence substantiating the illness if requested by the Borough.

4. Whenever an employee is scheduled to work any day outside the normal work week and is unable to do so because of any reason set forth in Section 2 of this Article,

such day at his election may be charged as a day of sick leave with pay for eight (8) hours at straight time.

5. 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, sister and grandparents of employee or spouse.

#### ARTICLE XXIII

##### JURY AND MILITARY LEAVE

1. Every employee covered by this Agreement who is ordered to report for jury duty shall be granted a leave of absence from his regular duties during the actual period of such jury duty and shall receive for such period of jury duty an amount equal to the difference in his regular pay and his jury duty pay.

2. Military leave for employees training or serving with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

#### ARTICLE XXIV

##### HEALTH AND WELFARE

1. Hospital and Medical Insurance shall be provided as set forth from time to time in the Borough

of Rutherford Ordinances.

ARTICLE XXV

SAFETY AND UNIFORMS

1. The Borough will negotiate with the Union on questions regarding safety appliances and provisions to safeguard health which may be desired in addition to compliance with Federal and State Laws relating to safety and health.

2. The Borough will provide for each permanent employee a uniform consisting of a jacket, shirt, trousers and rain gear, together with a \$25.00 allowance for safety shoes with replacements when in the judgment of the Superintendent of Public Works they may be required.

ARTICLE XXVI

SAVINGS CLAUSE

1. It is understood and agreed that if any portion 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 Borough and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XXVII

TERMINATION AND EXTENSION OF AGREEMENT

1. The term of this Agreement shall be from

January 1, 1972 through March 31, 1974 and its terms and conditions effective with its commencement. This contract may be opened to consider only the question of annual base wages, welfare and insurance at least sixty (60) days prior to January 1, 1973 and prior to January 1, 1974 upon written notice given at least sixty (60) days prior to the aforesaid dates and for the purpose as set forth above.

2. In the absence of written notice given at least sixty (60) days prior to expiration date by either party to the other of intention to terminate, this Agreement shall automatically be renewed for a period of another year, and from year to year thereafter, until such time as sixty (60) days' notice is given prior to the annual expiration date.

3. In the event such notice is given, negotiations shall begin no later than thirty (30) days prior to the expiration date and this Agreement may be opened to consider the question of annual base wages, welfare and insurance for the period January 1, 1974 to March 31, 1974 and for no other retroactive purpose.

4. If, following the receipt of such notice, negotiations have not been concluded prior to the termination date, this Agreement may be extended for an additional period of thirty (30) days from its termination date, upon fifteen (15) days' notice in writing by either party to the other.

In such event, however, and if the extension is accepted, any changes made shall be effective as of expiration date. If the parties fail to reach an agreement either before the termination date or the date the extended period terminates, this Agreement shall terminate.

ARTICLE XXVIII

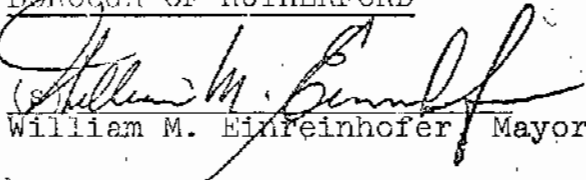
COMPLETENESS OF AGREEMENT

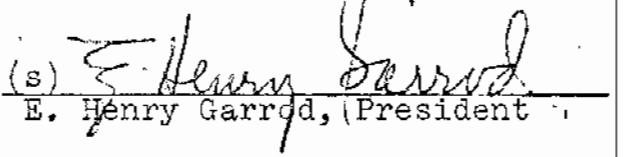
1. This Agreement constitutes the entire collective bargaining agreement between the parties and includes and settles for the term of this Agreement all matters which were, or might have been raised in all collective bargaining negotiations leading to the signing of this Agreement.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their hands and seals this <sup>11<sup>th</sup></sup> day of July, 1972.

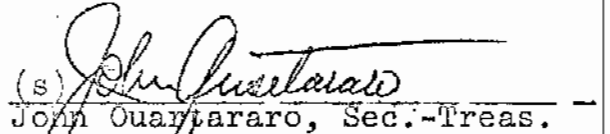
BOROUGH OF RUTHERFORD

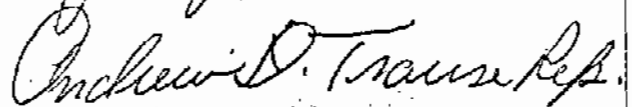
TEAMSTERS LOCAL 97 OF NEW JERSEY

  
William M. Einreinhofer, Mayor

(s)   
E. Henry Garrod, (President)

(s)   
Helen J. Gayshan, Borough Clerk

(s)   
John Quarararo, Sec.-Treas.

  
Andrew D. Trause, Rep.

ADDENDA TO AGREEMENT  
BETWEEN  
THE BOROUGH OF RUTHERFORD  
AND  
TEAMSTERS LOCAL 97 OF NEW JERSEY

ARTICLE XIV

HOURS OF WORK

5. The normal starting time will vary in the case of operators of street sweepers who may make their own starting time, which may be varied for seasonal operation or emergencies.

ARTICLE XIX

LONGEVITY

Paragraph 1 shall be amended as follows:

1. As of January 1, 1972 each employee shall be paid, in addition to his base pay, a longevity increment based upon years of service in the employ of the Borough, such longevity increment shall be effective commencing on the first calendar year following the date of employment, in accordance with the following schedule:

<u>Years of Service</u>	<u>Increment of Base Pay</u>
Upon completion of 5 years of service	1%
Upon completion of 10 years of service	2%
Upon completion of 15 years of service	3%



Years of Service

Increment of Base Pay

Upon completion of 20 years of service

4%

Upon completion of 25 years of service

5%

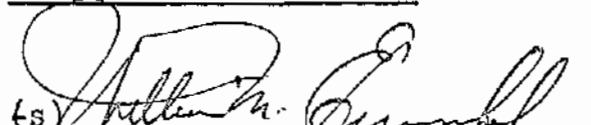
Paragraph 2 shall be amended as follows:

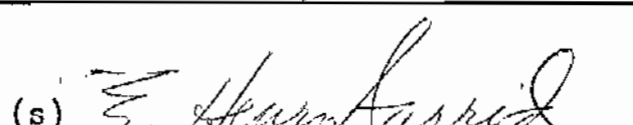
2. Each employee shall qualify for the longevity increment on the first calendar date following the anniversary of his employment and such increment shall be paid for and after such date as pertaining to schedule in Paragraph 1.

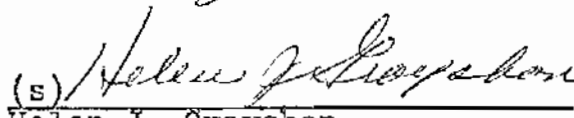
3. In computing any overtime pay which may become due any employee, only the base pay shall be used.

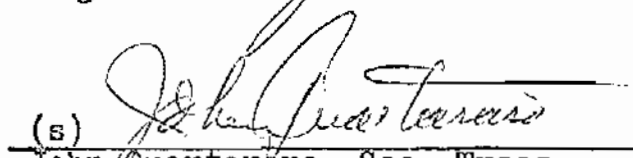
BOROUGH OF RUTHERFORD

TEAMSTERS LOCAL 97 OF NEW JERSEY

(s)   
William M. Einreinhofer,  
Mayor

(s)   
E. Henry Garrod, President

(s)   
Helen J. Grayshan,  
Borough Clerk

(s)   
John Quartararo, Sec.-Treas.