

-0205

STORAGE

THIS BOOK DOES
NOT CIRCULATE

30 201

AGREEMENT BETWEEN

BOROUGH OF RIVER EDGE

AND

TEAMSTERS LOCAL 97 OF NEW JERSEY

7-77

THIS AGREEMENT made on the 1st day of June 1976 by and between the Borough of River Edge, with its principal place of business at 705 Kinderkamack Road, River Edge, New Jersey, hereinafter called "The Borough," and Teamsters Local 97 of New Jersey, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and helpers of America, hereinafter called, "The Union," with its principal place of business at 853 Mount Prospect Avenue, Newark, New Jersey.

WHEREAS, both parties to this Agreement have reached an understanding with respect to the employer, employee relationship existing between them, and wish to enter into a complete agreement concerning all terms and conditions of employment.

NOW, THEREFORE, in consideration of the terms, conditions and mutual promises and covenants hereinafter set forth, the parties agree as follows:

LIBRARY
Institute of Management and Labor Relations -1-

NOV 1 1976

RUTGERS UNIVERSITY

ARTICLE I

TERM OF AGREEMENT

1. The term of this Agreement shall be from ~~January 1, 1976~~ to December 31, 1977 and it shall take effect upon execution by both parties. It shall have retroactive effect with respect to wages.

2. In the absence of written notice given at least ninety (90) days prior to the expiration date by either party to the other of its 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 ninety (90) days notice is given prior to the annual expiration date.

ARTICLE II

UNION RECOGNITION

1. The Borough recognizes the Union as the sole and exclusive bargaining agent of the bargaining unit for hours, wages and terms and conditions of employment. The bargaining unit shall consist of all permanent blue collar workers employed by the Borough who have completed the probationary period, hereinafter defined, and who have the following job titles:

Assistant Supervisor

Foreman

Sweeper Operator

General Repair & Maintenance Man

Equipment Operator	Mechanic
Laborer II	Tree Trimmer/Laborer
Laborer I	Heavy Equipment Operator

2. It is agreed that all other employees of the Borough including managerial executives, professional employees, clericals, police, craft confidential and supervisors are excluded from the bargaining unit.

3. The Borough will notify the Union within five (5) working days of the name, address, birth date, job title, rate of pay and social security number of any new employees within the bargaining unit.

4. Job descriptions for the above named job titles have been separately agreed upon by the parties and are incorporated herein by references.

ARTICLE III

PROBATION PERIOD:

1. After signing of this Agreement, employees appointed to a full-time position of employment, shall be probationary employees for a three (3) month period. The Borough, upon written notice to the Union, may in its discretion, extend the probationary period for an additional three (3) months when, in its judgment, such extension is required. However, it shall not be the policy of the Borough to routinely extend the probationary period. An employee may be dismissed by the Borough during the probationary period or the extension thereof

without recourse. Employees under probation shall not have resource to any grievance or arbitration procedure under this Agreement.

2. An employee who is promoted to a higher job title shall be on probation in the higher job title for a period of thirty (30) working days. During the probationary period he shall receive the full pay rate for the pay grade and step to which he is promoted.

3. If the employee does not successfully complete the probationary period and returns to his prior job title he shall be restored to his former seniority in the prior job title.

ARTICLE IV

APPLICABLE LAW

1. The parties recognize and affirm that their relationship is governed by the New Jersey Public Employment Relations Act, Chapter 303 of the Laws of the 1968 (NJSA 34:13A-1 et. seq.) and that they are bound by the rules and regulations of the New Jersey Public Employment Relations Commission as they exist on the date of this Agreement. However, either party to the extent permitted by law may appeal an adverse decision of the aforesaid Commission to a court of competent jurisdiction.

ARTICLE V

CHECKOFF

1. The Borough agrees to deduct from the pay of each

employee in the bargaining unit a sum certified in writing by the Secretary-Treasurer of the Union to be uniform Union dues or initiation fees; such deductions will be made only upon receipt by the Borough of a card authorizing said payroll deductions which is signed by the employee.

2. The card shall be in a form agreed to by the Borough and the Union and shall be irrevocable for the length of this Agreement.

3. The card shall be filed with the Borough Clerk of the Borough and shall become effective in the first pay period of the first month after it has been received.

4. The deductions shall be made from the first pay period of each month and said deductions shall be mailed within five (5) working days to the Secretary - Treasurer of the Union together with a list of the names of the employees from whose pay such deductions have been made.

5. The remittance will be deemed correct if the Union does not give written notice to the Borough within fifty-six (56) calendar days after receipt of the same of its belief that the remittance is believed to be incorrect. The Union assumes full responsibility for the remittance upon receipt of the same.

6. The Borough shall have no responsibility for collection of fees or dues which are not expressly stated in the Agreement.

7. The Union agrees to indemnify and hold the Borough

harmless from any claim or action commenced by an employee against the Borough which arises out of the aforesaid deduction.

ARTICLE VI

CONDUCT OF UNION BUSINESS ON BOROUGH PREMISES

VISITATION

1. The Union representative shall be permitted to visit the Chief Steward or the Assistant Steward on Borough premises to discuss Union business at reasonable times provided such visits do not interfere or disrupt the Borough business. The Union representative shall, prior to visiting with the Chief Steward, advise the Supervisor of his presence. In the absence of the Supervisor, the Union representative shall advise the Borough Clerk.

2. The Union representative may meet the Chief Steward to discuss Union business in the Borough garage.

ARTICLE VII

BULLETIN BOARDS

1. The Borough shall supply one (1) bulletin board of suitable size for exclusive use by the Union as a place which is convenient for all employees in the bargaining unit. Said bulletin board shall be used only for notices pertaining to Union business and shall not contain any partisan political material or material degrading to the Borough or its employees. It shall be the duty of the Chief Steward to supervise the

contents of the bulletin board.

2. All material to be posted on the bulletin board shall be submitted for approval to the Supervisor of the Department of Public Works which approval shall not be unreasonably withheld.

ARTICLE VIII

STEWARDS

1. The Union shall designate one (1) Chief Steward for the entire bargaining unit, and one (1) Assistant Steward who shall act in the absence of the Chief Steward. Absence is defined to mean not present on the job on a specific day.

2. The Chief Steward, or the Assistant acting in his absence, shall have the right to receive and present grievances in accordance with the provisions of this Agreement.

3. The Steward may attempt to settle a grievance during working hours without loss of pay when in the opinion of the Supervisor, the grievance requires immediate attention.

4. The Union will give the Borough a written list of Stewards and notify the Borough of any changes within two (2) working days.

ARTICLE IX

POSTING OF VACANCIES AND PROMOTIONS

1. All new and vacant positions in the Borough, which are within the job titles covered by this Agreement, shall be posted on the

Borough bulletin board for five (5) working days. The Borough will not publicly advertise said positions until the five (5) day period is ended. Employees who wish to apply for such vacancies shall make a request for consideration in writing to the Supervisor and send a copy to the Borough Clerk.

2. It shall be the policy of the Borough to promote from the ranks of the employees who comprise the bargaining unit. When ability, training, education, experience and personal fitness for the position are equal, employees with seniority will be given preference. When in the judgment of the supervisor, present employees do not possess the job requirements the Borough may hire new employees to fill vacancies.

ARTICLE X

SENIORITY

1. It is agreed that both parties recognize and accept the principle of seniority in all cases of layoffs and recalls and vacations. In each case, however, ability to perform the work required in a satisfactory manner will be a factor for consideration.

2. The seniority of an employee is defined as the length of full time service as a Borough employee dating back to his original date of hire as a full time employee.

3. In the event of lay-offs and rehiring, the last person hired in the departmental job title affected shall be the first to be laid off and

the last person laid off shall be the first person to be recalled in accordance with his seniority in his job title, provided the more senior employee is able to do the available work in a satisfactory manner.

4. The Borough shall prepare and forward to the Union a seniority list of employees by job title. Seniority lists shall be updated twice a year and shall be posted on the Borough bulletin board.

5. An employee who returns to full time employment after military service will receive seniority credit for the time spent in service.

6. An employee who is promoted shall retain all seniority benefits accumulated at the Borough but shall not be the senior within his new job title for purposes of vacations or promotions or layoffs and recalls.

ARTICLE XI

LOSS OF SENIORITY

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

(a) Voluntary quitting.

(b) A failure to report back for work no later than three (3) working days following the conclusion of a leave of absence without good cause.

(c) Discharge for just cause.

(d) Failure to report for work within three (3) working days when called back after a lay-off after receipt of a telegram or registered letter unless such failure is mutually agreed between the Borough and the Union to be excusable.

(e) Failure to be called back to work for a period of twelve (12) months after a lay-off, unless a greater period of time is established by mutual agreement.

ARTICLE XII

LEAVE OF ABSENCE

1. A permanent full-time employee may request a personal leave of absence for good cause without pay for a period not to exceed twenty-(20) working days. Leave may be granted at the discretion of the Borough and subject to the needs of the Borough.

2. A leave of absence may be renewed upon request of the employee and it may be granted for reasons deemed proper by the Borough.

3. The Borough reserves the right to revoke a leave of absence for good cause for emergency reasons upon written notice of five (5) working days.

4. All decisions of the Borough regarding leaves of absence shall be discretionary.

5. At the expiration of such leave, the employee shall be returned to the position from which he is on leave and shall be entitled to all increases granted during his leave for his job title. There shall be no retroactive pay pursuant to this Article.

6. Seniority shall be retained and shall accumulate during all personal leaves of absence. All other benefits shall not accrue during personal leave of absence.

ARTICLE XIII

DISCHARGE & DISCIPLINE

1. A permanent employee covered by this Agreement may be discharged, suspended or otherwise disciplined for just cause. Just cause shall include but not be limited to:

(a) Neglect of duty or unsatisfactory work.

(b) Absence without leave or failure to report after authorized leave has expired or after such leave has been disapproved or revoked.

(c) Incompetency, inefficiency, or incapacity due to mental or physical disability.

(d) Insubordination or serious breach of discipline.

(e) Consumption of controlled dangerous substances or alcoholic beverages, being under the influence of controlled, dangerous substances in violation of Title 24 or being intoxicated while on duty.

(f) Violation of work rules and regulations, including tardiness.

(g) Indictment or conviction for the commission of a criminal act.

(h) Engaging in an illegal work stoppage prohibited by this Agreement as provided in Article XXXII.

(i) Conduct unbecoming a public employee.

2. Any discharge, suspension or other discipline which results in loss of pay shall be subject to grievance and arbitration as set forth hereinbelow. Letters of reprimand or verbal warnings shall be subject to grievance but not arbitration.

3. A grievance by an employee claiming that he has been unfairly discharged or suspended must be submitted to the Borough in writing within two (2) working days of the disciplinary action.

4. Any employee whose grievance has been sustained shall be returned to his former position and may be compensated at his regular rate of pay for all or a portion of pay lost during the period of discharge or suspension.

5. When a disciplinary warning is issued in writing to the employee, a copy will be given to the Union.

ARTICLE XIV

MANAGEMENT RIGHTS

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 Municipality utilizing personnel, equipment, 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 with the Borough and in that regard establish work rules.

(c) Suspend, demote, discharge or take other appropriate disciplinary action against an employee for reasonable 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 XV

RULES & REGULATIONS

1. Proposed new work 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 XVI

DIVISION OF WORK

1. Foremen or supervisors covered by this Agreement shall perform work as required of them by the Borough. Supervisors outside the bargaining unit shall not be used to perform emergency work which is customarily performed by employees covered by this Agreement unless special circumstances require otherwise. Supervisors outside

the bargaining unit may instruct, assist or aid the employees.

ARTICLE XVII

GRIEVANCES

1. A "grievance" is hereby defined as any difference or dispute between the Borough and any employee covered by this Agreement with respect to the interpretation, application or violation of any of the provisions of this Agreement.

The procedure for settlement of grievances shall be as follows:

Step 1. The aggrieved employee or the Chief Steward shall present and discuss the grievance with his foreman within two (2) working days of the occurrence of the same. Any grievance not presented within two (2) working days of occurrence is deemed waived. The foreman must reply to the grievance within two (2) working days of its presentation to him. The reply may be oral.

Step 2. If the grievance is not settled at Step 1 it shall be reduced to writing by the aggrieved party or the Chief Steward within two (2) working days of the reply from the foreman. A copy shall be given to both the Supervisor and Borough Clerk. The Supervisor and the Chief Steward shall meet within two (2) working days of the receipt of the written grievance to attempt to settle the grievance. Any grievance not reduced to writing and presented within two (2) working days of the failure to settle pursuant to Step 1 is deemed waived. The Supervisor

shall give a written reply within two (2) working days. Time for determination and reply may be extended by mutual agreement.

Step 3. If after completion of Step 2 the parties have not arrived at a mutually satisfactory settlement of the grievance, then a meeting shall be arranged between a representative of the Union, the aggrieved employee and the Borough Clerk with the object of settling the grievance. Both parties may consult with other persons as they deem necessary. The parties shall meet and a hearing conducted within seven (7) working days of completion of Step 2. They may, however, by written mutual consent extend the time to meet. The Borough Clerk shall give a written reply within seven (7) working days of the completion of the hearing.

2. Nothing contained in this Article shall limit the right of an employee to process his own grievance provided, however, the Union shall be notified by the Borough of all such situations and shall have the right to be present during the same, and, further provided that any agreement reached with any such employee shall not violate this Agreement.

3. Failure to proceed within the times set forth in this Article shall be conclusively deemed a waiver of the right to grieve and the right to a determination.

4. All management rights and prerogatives shall be excluded from the grievance procedure contained in this Article unless specifically included herein.

ARTICLE XVIII

ARBITRATION

1. If a grievance as defined in Article XVII is not settled pursuant to Article XVII such grievance shall, at the request of the Borough or the Union, be referred to the Public Employment Relations Commission for selection of an Arbitrator according to its rules. Such referral must be made within seven (7) working days of the failure to settle the grievance under Step 3. Failure to proceed within the time set forth for arbitration shall be conclusively deemed a waiver of the right to arbitration.

2. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitrations shall be borne equally by the parties.

3. The Arbitrator appointed under the above procedure shall be limited to interpretations of this Agreement. He shall have no power to enlarge upon or reduce the obligations of the parties under the Agreement.

ARTICLE XIX

OVERTIME

1. Employees covered by this Agreement are obligated to work overtime when required to do so by the Borough. The Borough, whenever practical, will give reasonable notice of the need for an employee to work overtime. Overtime shall mean work which is performed immediately

following the end of the regular hours of work.

The Borough may, at its discretion, excuse an employee from working overtime if there is reasonable and compelling reason. The decision of the Borough is subject to grievance procedures but not arbitration.

2. For hours worked Monday through Friday in excess of forty (40) hours in the regularly scheduled work week, the Borough will pay one and one half times the regular rate of pay.

3. For purposes of computing overtime and determining whether an employee is entitled to the overtime pay, the vacation days, holidays and sick days which are recognized by the Borough shall be considered as eight (8) hours worked by an employee.

4. Scheduled work performed on Saturday shall be compensated at time and one half regular pay. On Sunday employees shall be compensated at double the regular rate of pay.

5. During hours worked in excess of eight (8) hours a day employees shall receive rest periods as provided by law.

CALL BACK TIME

1. Any employee who is called back to work after having completed his regular scheduled work day shall be compensated at time and one half his regular rate of pay with a minimum guarantee of three (3) hours of work. An employee is obligated to return to work when

called back.

2. The union will use its best efforts to make the employees available for call back work.

3. The parties will study the need for call back and the response of the employees to such call backs and continue to negotiate this issue.

ARTICLE XX

HOLIDAYS

1. The twelve (12) holidays set forth below will be recognized by the Borough. Each full time employee covered by this Agreement shall receive his regular day's pay, eight (8) hours at straight time, without working on the following days:

New Year's Day, Lincoln's Birthday, President's Day,
Good Friday, Memorial Day, Independence Day, Labor Day,
Columbus Day, Veteran's Day, Election Day, Thanksgiving
Day, Christmas Day.

2. Holidays which fall on a Saturday or Sunday will be observed as provided by State or Federal law or in the absence of any law they will be observed on the preceding Friday or following Monday respectively as mutually agreed by the parties.

3. An employee may be required to work on a holiday. In such case he shall be paid at the rate of time and one half regular pay plus the regular rate of pay for the hours worked with a guarantee of four hours of work.

If an employee is not required to work on a holiday, he will be paid as set forth in Paragraph #1 above. Such hours shall be considered as time worked for the purpose of calculating overtime pay. If the holiday falls on an employee's normal day off, or on a vacation day,

he shall be given another day off or paid for eight hours at the regular rate as mutually agreed.

It is expressly agreed that the Borough, at its discretion, may or may not require any employee to work a holiday.

4. The Supervisor of the Department of Public Works may demand that an employee who does not work on his regular work day preceding or following a recognized holiday produce substantive evidence that he was ill, including a doctor's certificate. If the employee does not produce such evidence then the Borough has the right not to pay the employee for the holiday or to take other appropriate disciplinary action.

5. If any greater holiday benefits are granted to or negotiated with any other group of Borough employees during the period of this Agreement, the same benefit will be granted to the employees covered by this Agreement.

ARTICLE XXII

LONGEVITY PAY

Employees shall receive, in addition to their regular pay, "Longevity Pay" as set forth below:

During the fifth, through eighth years of employment with the Borough, an additional 1% of the regular rate of pay.

During the ninth, through twelfth years of employment, 2%

of the regular rate of pay.

During the thirteenth, through sixteenth years of employment, 3% of the regular rate of pay.

During the seventeenth, through twentieth years of employment, 4% of the regular rate of pay.

During the twenty-first, through twenty-fourth years of employment, 5% of the regular rate of pay.

During the twenty-fifth and all subsequent years of employment, 6% of the regular pay.

Longevity shall be paid in the regular pay period.

If greater longevity benefits are granted to or negotiated with any other group of Borough employees during the period of this Agreement, the same benefits will be granted to the employees covered by this Agreement.

The right to Longevity Pay shall accrue on the anniversary date of employment. For purposes of the pension plan to which the employees belong, longevity pay shall be considered as premium pay.

ARTICLE XXIII

SICK LEAVE

1. All permanent full time employees covered by this Agreement who are temporarily unable to work by reason of sickness or injury shall be granted sick leave with pay as provided herein.

2. An employee absent on sick leave shall submit a doctor's certificate or other acceptable medical evidence substantiating the illness if the same is required by the Borough. The Borough reserves the right not to pay the employee if such evidence is insufficient.

3. Employees will be granted up to twelve (12) days sick leave during the calendar year.

4. Unused sick leave may accumulate for possible future use in case of prolonged illness to a maximum of ninety (90) working days. Accumulated sick leave shall be used only after the present sick leave is exhausted.

5. If greater sick leave benefits are granted to or negotiated with any other group of Borough employees during the period of this Agreement the same benefits will be granted to employees under this Agreement.

ARTICLE XXIV

BEREAVEMENT LEAVE

1. Every permanent full time employee upon the death of a member of the immediate family shall be granted reasonable leave with pay at his regular rate not to exceed a maximum of three (3) days from the date of death to the day after interment. In determining reasonable leave, consideration will be given to the relationship of the employee to the deceased and the responsibility for making funeral

arrangements.

2. A member of the immediate family is defined as spouse, sister or brother, or son or daughter, mother, father, father-in-law and mother-in-law.

3. Bereavement leave will not be deducted from sick leave.

4. An employee must produce proof of death and relationship to obtain the benefits under this Article.

5. If an out of state funeral requires an additional day leave may be granted.

ARTICLE XXV

VACATIONS

1. Employees covered by this Agreement shall receive paid vacations at their regular rate of pay as provided in this Article. Vacations must be taken during the period May 15 to September 15 inclusive.

2. During the period beginning on the date of hire as a full time employee and ending on the first succeeding December 31, an employee may earn up to ten (10) working days vacation at the rate of 1 day for each full month of employment provided that he has satisfactorily completed the probationary period. If an employee does not satisfactorily complete the probationary period or is discharged by the Borough he shall not be entitled to any vacation. If an employee begins

work on or before the 15th of the month he shall earn vacation credit for that month.

3. During the second, through ninth years of full time employment, inclusive, an employee shall receive ten (10) working days vacation.

4. During the tenth year of full time employment an employee shall receive fifteen (15) working days vacation.

5. During the eleventh, through the nineteenth years of full time employment, inclusive, an employee shall receive fifteen (15) working days vacation.

6. During the twentieth year and all subsequent years of full time employment, an employee shall earn and receive twenty (20) working days vacation. This paragraph shall take effect on January 1, 1974.

7. The Borough shall fix a vacation schedule and the date on which an employee is to be granted vacation. Subject to the needs of the Borough, it will endeavor to arrange said schedule in accordance with the convenience of the employee. Splitting of vacation time into separate weeks will be allowed subject to the needs of the Borough. Seniority will be respected in arranging the vacation schedule.

8. Should an authorized holiday be observed on a working day within an employee's vacation period, the employee shall be entitled to an additional day's vacation.

9. An employee leaving the employ of the Borough after proper

notice and before the completion of an entire year shall be paid for the vacation due him on a prorated basis.

10. Employees will be notified of the number of their vacation days by April 15th.

11. Employees who are on sick leave for more than thirty (30) days shall not earn any vacation time until they return to full time duty.

12. By mutual agreement vacations may be accumulated from year to year.

13. If any greater vacation benefits are granted to or negotiated with any other group of Borough employees during the period of this Agreement said benefits will be granted to the employees covered by this Agreement.

ARTICLE XXVI

NON-DISCRIMINATION

1. There shall be no discrimination against any employee because of race, creed, color, sex, age or national origin.

ARTICLE XXVII

LEAVE FOR JURY DUTY

An employee summoned for jury duty will be granted a leave of absence with pay for a period not to exceed two (2) weeks. The employee shall receive his regular rate of pay less the amount of money received by him for serving on jury duty. The employee shall notify

the Borough within one working day of the receipt of the notice.

The employee must produce the jury notice in order to receive benefits under this Article.

If the employee is dismissed from jury duty and can reasonably return to the Borough garage prior to 1:30 P.M. he shall return to work.

If an employee is called for grandjury duty the matter will be discussed by the Borough and the Union.

ARTICLE XXVIII

HEALTH & WELFARE

1. It is agreed that all existing health and welfare benefits in effect on the date of execution hereof and which uniformly affect all employees covered by this Agreement will be continued for the term of this Agreement.

2. Unless specifically stated to the contrary, there shall be no diminution of present health and welfare benefits during the term of the Agreement.

3. The Borough shall enroll employees that file the necessary and required statements in the New Jersey State Health Benefits Program as it exists on the date of this Agreement. Enrollment shall include the employee's dependents as defined by the plan. The full cost of the plan will be paid by the Borough.

4. If, for any reason, the aforementioned plan or a part thereof is withdrawn by the carrier, the Borough will make its best effort to obtain comparable coverage for the employees.

ARTICLE XXIX

SAFETY & UNIFORMS

1. The Borough agrees that it will comply with all provisions of State safety laws which are applicable to the Borough. The Borough shall provide clothing and accessories for the protection of the employees as it deems necessary. No clothing will be provided until the completion of the probationary period.

2. Such clothing and accessories as are necessary shall include the following: pants and shirts for winter and summer uniforms, jackets, raincoats or two piece rain gear, rainhats or hoods, boots, gloves, rubber or cloth and hard hats when required. The Borough will provide one (1) pair of safety shoes for each man every year.

3. Employees shall be responsible for the loss of all clothing and accessories which are issued to them. Clothing and accessories will be replaced by the Borough when worn or damaged beyond repair.

4. Employees are required to wear all protective clothing and accessories and comply with all safety provisions. Failure to do so is a serious breach of discipline.

5. The Borough will pay for the regular cleaning of uniforms.

ARTICLE XXX

PAY DURING JOB RELATED INJURIES

1. The Borough represents that all employees covered by this Agreement are covered by a Workman's Compensation Insurance Policy and that it will continue to provide such coverage as required by statute.

ARTICLE XXXI

SAVINGS CLAUSE

1. It is agreed that if any provision of this Agreement or application thereof to any person or circumstance shall be held invalid, the remainder of this Agreement or application of such provisions shall not be affected thereby. If any such provisions are held invalid, the Borough and the Union will meet to negotiate changes so required.

ARTICLE XXXII

NO STRIKE - NO LOCKOUT

1. Neither the Union nor any of its members shall engage in any job action, strike, work stoppage, slowdown, sit down, sick call action, picketing before, during or after working hours, boycott or any other interference with the operations of the Borough during the term of the Agreement. The Union agrees that it shall use its best efforts to prevent acts forbidden herein on the part of any employee or group of employees and, in the event any of such acts take place by an employee, the Union agrees it will use its best efforts to cause an

immediate cessation thereof.

2. The Borough will not engage in any lockout of employees covered by this Agreement during the term of the Agreement.

ARTICLE XXXIII

HOURS OF WORK

1. The work week shall begin at 12:01 A. M. Monday and end at midnight the following Sunday, and it shall consist of five (5) days of eight (8) hours each day. Employees will begin work at hours determined by the Borough.

2. The normal starting time is 8 A. M. which may be adjusted for seasonal needs by the Borough.

3. The Union will be given notice prior to any changes in the usual hours of work.

4. During the eight (8) hour day, the employees shall be allowed with pay one (1) fifteen (15) minute rest period during the morning; and one (1) ten minute (1) rest period in the afternoon. The lunch period shall be one (1) hour and the employees shall not be paid for the duration thereof.

In case of an emergency, the relief period may be shortened and the employee required to work, without additional pay.

In case of emergency on lunch hour men may be required to work but will get paid for the extra time worked.

ARTICLE XXXIV

PAY

1. Effective January 1, 1976 the job titles, the pay grades for the job titles, the minimum and the maximum pay for the pay grades, and the base rates of pay paid to the employees for the period January 1, 1976 to December 31, 1976 shall be as set forth below.

The job titles and the pay grades shall be in full force and effect for the term of this Agreement.

However, the minimum and the maximum pay for the pay grades and the base rates of pay to be paid to the employees for the period January 1, 1977 to December 31, 1977 are unresolved and shall be subject to further negotiation at the appropriate time.

1-A.

<u>JOB TITLE</u>	<u>PAY GRADE</u>	1976	
		<u>MINIMUM</u>	<u>MAXIMUM</u>
Assistant Supervisor	9	\$10,945.00	\$13,896.00
Heavy Equipment Operator	6	10,000.00	12,160.00
Equipment Operator	5	9,005.00	11,581.00
Mechanic	5	9,005.00	11,581.00
General Repair and Maintenance	5	9,005.00	11,581.00
Tree Trimmer/Laborer	5	9,005.00	11,581.00
Sweeper Operator	4	8,575.00	11,500.00
Laborer II	3	8,166.00	10,504.00
Laborer I	1	7,408.00	9,528.00

<u>1-B</u>	<u>NAME</u>	<u>JOB TITLE</u>	<u>PAY GRADE</u>	<u>1976 BASE RATE OF PAY</u>
	T. Barcadepone	Assistant Supervisor	9	\$13,575.55
	J. Galimi	Sweeper Operator	4	11,167.19
	T. Falato	Mechanic	5	11,004.24
	A. Olsen (Red Circled)	Laborer II	3	11,707.85
	M. Marion	Equipment Operator	5	9,528.19
	J. Dooley	Equipment Operator	5	9,528.19
	B. Volpetta	Heavy Equipment Operator	6	11,209.65
	H. Shaner	General Repair & Maintenance	5	11,209.65
	H. Leon	Laborer I	1	8,095.28
	R. Kruthof	Tree Trimmer/Laborer	5	9,566.28

1-C Leadmen

The Borough may designate Leadmen who will have additional responsibilities for directing employees in the absence of supervisors. The employees designated as Leadmen shall receive a salary premium of \$500.00 over the existing rate of pay for their job title and pay grade.

2. The Borough, upon recommendation and approval of the Supervisor and at its discretion, may advance an employee steps within his pay grade prior to the anniversary date of hire. The Union shall receive notice from the Borough of such action. The decision of the Borough in this regard is not subject to the grievance procedure. The Borough will not use this right to discriminate against Union members or Union activity.

3. There will be no pyramiding of overtime, holiday, longevity, or differential pay.

4. When an employee is promoted to a job title which has a higher pay grade than he formerly held, he shall be placed in a Step within the higher pay grade which will guarantee him a higher annual rate of pay than he was previously receiving. Step increases thereafter be based upon the promotion date and not date of original hire.

5. New employees may be hired and paid at rates between the minimum and maximum for the respective pay grades.

ARTICLE XXXV

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. This Agreement shall supersede any rules, regulations or practices of the Borough which shall be contrary to or inconsistent with its terms.

3. This Agreement may be altered, changed, added to, deleted from or modified only by voluntary mutual consent of the parties in a written and signed amendment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused this Agreement to be signed by their duly authorized officers or representatives on the day and year first set forth above.

ATTEST: *Angela Spillo*

BOROUGH OF RIVER EDGE

BY *John Curran*
Mayor John Curran

ATTEST:

Thomas Donohue
Thomas Donohue, Secretary-Treasurer

TEAMSTERS LOCAL NO. 97 OR
NEW JERSEY AFFILIATED WITH
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS
OF AMERICA.

Andrew D. Trause
Andrew D. Trause, Representative

Arnold H. Ross
Arnold H. Ross, President

APPROVED AS TO FORM:

William [Signature]
Borough Attorney

	<u>Page</u>
Absence, leave of	10
Agreement, Completeness of	30
Agreement, Term of	2
Applicable Law	4
Bereavement Leave	21
Bulletin Boards	6
Call-Back Time	17
Checkoff	4
Discharge	11
Discipline	17
Grievances	14
Health & Welfare	25
Holidays	18
Hours of Work	28
Injury, Pay during work related	27
Jury Duty Leave	24
Lock-Out, No	27
Longevity Pay	19
Management Rights	12
Non-Discrimination	24
Overtime	16
Pay	29
Probation Period	3
Promotions Posting	7
Rules & Regulations	13
Safety	26
Savings Clause	27

Seniority	8
Seniority, Loss of	9
Sick Leave	20
Stewards	7
Uniforms	26
Union Business, Conduct on Borough Premises	6
Union Recognition	2
Vacancies, Posting	7
Vacation	22
Work, Division	13