

Contract no. ~~1979~~ 1095

IBT
ECT
WP
4/9/92

LIBRARY
INSTITUTE OF MANAGEMENT

JUN 23 1992

RUTGERS UNIVERSITY

A G R E E M E N T

BETWEEN

WALLINGTON DPW

AND

TEAMSTERS LOCAL UNION NO. 560
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF
AMERICA

EFFECTIVE: JANUARY 1, 1991 THROUGH DECEMBER 31, 1993

ARTICLE NO.

PAGE NO.

1	RECGONITION	1
2	UNION PAYROLL DUES COLLECTION	2
3	NON DISCRIMINATION	3
4	HOURS OF EMPLOYMENT	3
5	HOLIDAYS	4
6	CLASSIFICATION AND WAGES	4
7	SENIORITY	8
8	VOLUNTARY QUITTING	9
9	LEAVE OF ABSENCE AND DISCIPLINARY ACTION	9
10	VACATIONS	10
11	RECALL	10
12	SICK LEAVE	10
13	BEREAVEMENT LEAVE	11
14	HEALTH, WELFARE, RETIREMENT	11
15	GENERAL PROVISIONS	11
16	EMPLOYER PREROGATIVES	12
17	GRIEVANCE PROCEDURE	12
18	SAFETY AND HEALTH	14
19	WAIVER	14
20	STRIKES AND LOCKOUTS	14
21	APPLICABLE LAWS	15
22	TERM OF CONTRACT	15

This Agreement made this day of in the year of our Lord, Nineteen Hundred and Ninety One by and between the Borough of Wallington, (hereinafter referred to as the "Borough") and Local Union No. 560 Teamsters, representing employees of the Public Works Department (hereinafter referred to as the "Union").

W I T N E S S E T H

WHEREAS, it is the desire of both parties hereto to promote and secure harmonious relations between the above named Employer on the one hand the Union on the other hand, and;

WHEREAS, the parties have bargaining collectively and have reached an agreement with respect to wages, hours, and other terms and conditions of employment under which the employee work for the employer and;

WHEREAS, the parties desire to reduce said Agreement in writing;

NOW, THEREFORE, in the consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE 1: RECOGNITION

1. The Employer herewith recognizes the Union as the sole and exclusive bargaining agent on behalf of its Public Works employees as classified in Article 6 with regard to wages, hours, and all other terms and conditions of employment.
2. The Borough recognizes the right of the Union to designate one steward and one alternate for enforcement of this Agreement. The Union shall furnish the Borough with a written notification of the appointment of a steward and alternate and notify the Borough of any changes.
3. The authority of the 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.

C. Contract Negotiations.

4. Designated Union Steward shall be granted time with pay during working hours to (i) investigate and seek to settle grievances and (ii) to attend hearings, meetings, and conferences on contract negotiations with Borough Officials.

ARTICLE 2: UNION PAYROLL DUES COLLECTION

1. The Borough agrees to deduct from the salaries of its employees dues for the Union provided said employee individually and voluntarily authorizes the Borough to deduct such dues. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Union in writing by the fifteenth day of each month following the monthly pay period in which deductions were made.

2. The Union named above shall certify to the Borough in writing the current rate of its membership dues. If the Union shall change the rate of its membership dues, it shall give the Borough written notification no less than two (2) weeks prior to the date of such change.

All dues and initiation fees deducted from the employees shall be paid to the Teamster Union, Local Union No. 560 at 707 Summit Avenue, Union City, NJ 07087.

3. The Borough will notify the President of the Union in writing of all new employees upon completion of their 30th day of their 90 day probationary period, their address, birth date, classification, rate of pay and social security number; and of all removals of employees from the Borough payroll. All Employees shall become members of the Union after their 30th day of employment, except for students working under a work study program and seasonal students working less than 90 days between June 15th and September 15th.

ARTICLE 3: NON DISCRIMINATION

1. The provisions of this Agreement shall be applied by the Employer, the Union, and all of the employees, without discrimination on account of age, sex, race, color, creed, national origin, or union activities.

ARTICLE 4: HOURS OF EMPLOYMENT

1. The normal work week for employees shall consist of 40 hours per week on the basis of five days per week and eight hours per day from Monday through Friday, inclusive. The regular scheduled shift shall be from 7:30 a.m. to 4:30 p.m. with a one hour lunch period of two (2) fifteen (15) minute breaks.

2. All work performed in excess of eight hours per day and 40 hours per week shall be considered overtime and shall be paid at the rate of time and one half. Holiday overtime shall be paid at double time for all hours worked. Sunday overtime shall be paid at double time and one half for all hours worked.

3. It is understood that if any employee works his regular shift and is to work overtime, he shall be paid time and one half for all work performed in excess of his regular eight hour shift until he is relieved from work for a minimum of two (2) hours rest time.

3a. STAND BY - Monday through Monday is considered stand by time. If an employee is not called in that period of time, he shall receive five (5) hours of prevailing straight time rate.

4. Time cards will be punched in and out during working hours, including overtime.

5. If due to the necessities of a job an employee is not given his lunch break before 12:30 p.m.; when it is given, it shall be with pay.

6. All employees shall receive two (2) wash up periods each day without deduction in pay, one fifteen (15) minutes before lunch hour, and one fifteen (15) minutes before quitting time.

7. Employees performing snow plowing and working during emergencies who work for more than four (4) consecutive hours outside of a scheduled eight hour day, may take a rest period of one half (1/2) hour with pay after the fourth (4th) consecutive hour. In addition of each four (4) hour period of snow removal work, a ten minute coffee break may be taken.

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

9. Duty men are guaranteed three (3) hours pay when so assigned and are required to report for work according to the work assignment given by the Employer. All other employees assigned to work on Saturday shall be guaranteed four (4) hours pay. All hours worked on Saturday shall be paid at 1 1/2 the hourly rate for a minimum of four (4) hours guaranteed.

10. Summer Hours - July and August ONLY - Begin at 7:00 a.m. until 3:30 p.m. - 1/2 hour lunch.

ARTICLE 5: HOLIDAYS

1. The Employer recognizes the following legal holidays:

NEW YEARS DAY, WASHINGTON'S BIRTHDAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, COLUMBUS DAY, ELECTION DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING, CHRISTMAS DAY, ANY OTHER HOLIDAY MANDATED AND APPROVED BY THE GOVERNING BODY.

2. In the event that a holiday designated above should fall on a Sunday, that designated Holiday shall be observed on the following Monday.

3. In the event that a holiday designated above shall fall on a Saturday, that designated Holiday shall be observed on the Friday before except for New Year's Day, which will be observed the following Monday.

ARTICLE 6: CLASSIFICATIONS AND WAGES

The following shall constitute the wage classifications for purposes of this Collective Bargaining Agreement.

Heavy Equipment Operator, shall be an employee holding a valid drivers license qualified by the Employer as competent at operation of all equipment operated by the Employer in its public works department including but not limited to the largest trucks with and without snow plows, loading and digging equipment, street sweeper, stump grinder, sewer jet and the like. Such employee shall be required to have "utility abilities" as hereinafter defined.

Equipment Operator shall be an employee holding a valid drivers license qualified by the Employer as competent at operation of all trucks operated by the Employer in its public works department up to and including trucks with a 10 cubic yard body with and without snow plows, plus a minimum of three (3) pieces of equipment, such as loading and digging equipment, street sweeper, stump grinder and sewer jet. Such employee shall be required to have "utility abilities" as hereinafter defined.

Driver/Laborer with building trade abilities, shall be an employee holding a valid drivers license qualified by the Employer as competent at operation of all-over-the road equipment operated by the Employer without snowplows and trucks with a minimum 3 cubic yard body, with and without snowplow and competent in carpentry, masonry, electrical and/or plumbing to a sufficient level of proficiency that such employee can construct and/or repair structures and buildings, including roofs and concrete constructions and/or construct or repair interior walls, floors, ceilings, and/or install or repair mechanical equipment in buildings and structures. Such employee shall be required to have "utility abilities" as hereinafter defined.

Driver/Laborer shall be an employee holding a valid drivers license and qualified by the Employer as competent at operation of all over-the-road equipment operated by the Employer in its public works department with or without snowplows and trucks with a three (3) cubic yard body with and without a snow plow. Such employee shall also be qualified at use of hand tools, lawn mowers, chain saws and other similar tools commonly in use in public works department. Such employees shall further be required to have "utility abilities" as hereinafter defined.

Laborer shall be an employee qualified by the Employer as competent and physically able to use hand tools, lawn mowers, chain saws and other similar tools commonly in use in public works departments. Such employee shall be required to have "utility abilities" as hereinafter defined prior to becoming a permanent employee.

Meter Reader shall be an employee qualified by the Employer as competent at reading water meters in use in the Borough of Wallington and skilled in the accurate recording and reporting of meter readings.

Utility abilities as used herein shall mean those abilities necessary to repair broken water pipes including the use of hand tools and repair parts, and those abilities necessary to repair broken or clogged sewer lines, including the use of hand tools and repair parts.

The Employer shall have the right, upon written notice to the Union to determine employees qualification. The Employer shall, from time to time as its needs may dictate, determine the number of employees its requires in each classification in order to meet what the Employer, in its sole discretion, has determined to be the scope of work to be performed by the public works department and the water department of the Borough of Wallington. Nothing contained herein shall in any way limit the right and authority to contract with outside firms.

The following shall constitute the wages to be paid to each employee during the term of this Collective Bargaining Agreement:

<u>CLASSIFICATION</u>	<u>CALENDAR YEAR</u>		
	1991	1992	1993
Heavy Equipment Operator	\$11.25	\$12.00	\$12.75
Equipment Operator	\$10.50	\$11.25	\$12.00
Driver/Laborer with Building Trade Abilities	\$10.00	\$10.75	\$11.50
Driver/Laborer During First 6 Months of Employment	\$8.50	\$9.25	\$10.00
After 6 Months Employment	\$9.00	\$9.75	\$10.50
Laborer	\$8.50	\$9.25	\$10.00
Meter Reader	\$7.50	\$8.25	\$9.00

The Employer agrees further to pay each current Employee covered by this Collective Bargaining Agreement a sum equal of five (5%) percent of that employees 1991 wages. Such sum shall be paid less deduction in one payment within thirty (30) days of the ratification of this Collective Bargaining Agreement by the governing body of the Borough of Wallington.

The Employer and the Union further agree that with respect to any employee whose 1988 hourly rate of pay increased by five (5%) percent (the "Historic Rate") is greater than the rate of pay provided to those in the class to which that employee is assigned during any year of this Collective Bargaining Agreement, such employee shall continue to be paid his Historic Rate until such time as the rates provided to those in the class to which

that employee is assigned exceed the Historic Rate, at which time such employee shall be paid according to the rates of pay provided above.

ARTICLE 7: SENIORITY

It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of transfers, assignments of schedules, layoffs, and recalls. In all cases however, ability to perform the work in a satisfactory manner will be a factor in designating the employees to be affected.

1. An employee shall be deemed a probationary following his regular appointment to a permanent position during his trial period of 90 days. Employees may be dismissed without recourse during the probationary period.

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

3. In the event of layoffs and rehiring the last person hired shall be the first to be laid off and the last person laid off shall be first to be recalled, provided the person is able to do the work in a satisfactory manner.

4. It is the policy of the Employer that when there are promotions to a higher labor grade or transfers to another grade, the Borough will attempt to make such promotions or transfers from among its regular employees; consideration for such promotions 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 ninety (90) day trial period, the Borough may transfer him to his former position.

5. The Borough shall prepare and forward to the Union a seniority list of employees with their classifications. Seniority lists shall be updated when necessary and shall be posted on the Union Bulletin Board showing the employees name, classification and seniority date.

6. The Union and the Employer agree that seniority within a job classification shall prevail in all cases of transfers within the public works department such that a more senior employee may not displace a less senior employee who is already qualified and working in a classification to which the more senior employee is to be transferred.

ARTICLE 8: VOLUNTARY QUITTING

Failure to report back to work within 48 hours following call back sent by certified mail, return receipt requested, or by personal service following the conclusion or termination of a leave of absence shall be deemed to constitute a voluntary quit unless such a failure is mutually agreed between the Borough and the Union to be excusable.

ARTICLE 9: LEAVE OF ABSENCE AND DISCIPLINARY ACTION

1. The terms of the Wallington Personnel Ordinance concerning leave of absence and disciplinary action and its amendments are hereby incorporated and made a part of this Agreement.

2. Leave of Absence - Any employee desiring leave of absence from his employment shall secure written permission from both Union and Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for same must be secured from both the Union and Employer. During the period of absence, the employee shall not engage in gainful employment in the same industry. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

3. Disciplinary Action - An employee who has acquired permanent status may be disciplined by any of the following actions, stated in order of severity, for the cause stated in this Article, by a department head or the council, except that no employee shall be suspended or dismissed without the approval of the council:

- a. Informal, verbal reproof.
- b. Written reproof.
- c. Suspension from duty.
- d. Dismissal.

4. Causes for Disciplinary Action. The causes for which disciplinary action may be invoked are the following:

- a. Neglect of duty
- 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. Intoxication while on duty.
- f. Commission of a criminal act.
- g. Disobedience of a rule or regulation of the Borough.
- h. Conduct unbecoming a public employee.

ARTICLE 10: VACATIONS

All employees shall receive vacation with pay in accordance with the vacation provisions of the Wallington Personnel Ordinance. Vacation days may be accumulated over to the following year. Must be taken by 2nd year.

3 months to 1 year	1 week
One year to 10 years	2 weeks
10 years to 15 years	3 weeks
Over 15 years	4 weeks

ARTICLE 11: RECALL

1. Any employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one half the straight time hourly rate of pay with a minimum guarantee of two (2) hours work or pay in lieu thereof, for combined department emergency call-in, other than stand-by.

2. There is a minimum guarantee of two (2) hours work or pay if an employee is recalled back to work after 4:30 p.m. until before 7:30 a.m.

ARTICLE 12: SICK LEAVE

1. Each employee shall be entitled to 15 days sick leave during each year of this Agreement. Sick leave not used in a calendar year may be carried forward to subsequent years and shall be cumulative. The provisions of the Wallington Personnel Ordinance and its amendments pertaining to sick leave are hereby incorporated and made a part of this agreement.

2. Sick Leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury, or exposure to contagious disease.

3. Employees who will be absent from work due to illness must call in at 7:00 a.m. in order to receive sick leave benefits.

4. Sick days next preceding or next following a holiday or vacation period must be substantiated by a doctors certificate in order to receive sick leave benefits.

5. An employeè absent on sick leave for more than two days shall submit acceptable medical evidence substantiating the illness, if requested by the Borough.

ARTICLE 13: BEREAVEMENT LEAVE

1. Three (3) days off with pay, provided the employee has attained seniority with the Employer and attends the funeral Monday through Friday, and Saturday, if it is a work day, the above benefit is provided, regardless or religion, for the immediate family: Father, Mother, Brother, Sister, Wife, Children, Mother-in-Law, Father-in-Law, grandparents and spouses grandparents.

2. Application for this payment must be made by the employee within the next pay week after the funeral occurred.

3. To be eligible for funeral leave pay, an employee must attend the deceased relative's funeral or in a period of mourning.

4. Employee is required upon request to furnish proof of death (obituary notice) to the Employer.

ARTICLE 14: HEALTH, WELFARE, RETIREMENT

All employees shall be provided with health and pension benefits consistent with the Health and Pension benefits provided to their non police Borough employees.

ARTICLE 15: GENERAL PROVISIONS

1. The uniform shall consist of 2 jackets, 5 work shirts, 5 work pants and 1 pair of metal tipped work shoes per year. All jackets and shirts will be marked with DPW identification. Gloves and raingear will be provided by the Borough.

2. The uniform shall be purchased or rented through the DPW at vendors agreed upon by the DPW and the Borough will supply uniforms.

3. Personnel arriving at work not wearing a full uniform shall be made to punch out and will not be allowed back to work unless wearing a full uniform.

4. Personal Days - All personnel shall be entitled to two days during each year of the Collective Bargaining Agreement, provided that no employee shall take a personal day on the day before or the day after any vacation or any holiday as set forth in this Agreement and further provided that the employee shall give 24 hours notice prior to taking a personal day. But in any case they cannot be consecutive.

ARTICLE 16: EMPLOYER PREROGATIVES

The Employer shall have the following prerogatives which it may exercise as it in its sole discretion may determine:

1. To proposed new rules and regulations or modifications of existing rules governing working conditions which shall, when practical, be announced in advance and discussed with the Union before they are established.

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

- A. Carry out the statutory mandate and goals assigned to a municipality utilizing personnel methods and means deemed by the Employer to be the most appropriate and efficient.
- B. 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 17: GRIEVANCE PROCEDURE

1. Any and all disputes, complaints, controversies, claims or grievances whatsoever between the Union or any employees and the Employer which directly or indirectly arise under, out of, or in connection with or in any manner relate to this Agreement or the breach thereof, or the acts, conduct or relations between the parties shall be adjusted as follows:

A. The Steward (or alternate) shall first attempt to settle the matter with a representative of the Employer.

interpreted as broadly and inclusively as possible. Neither party shall institute any action or proceeding in a court of law or equity, state or federal, or before any administrative tribunal, other than to compel arbitration as provided the aware of an arbitrator. This provisions shall be a complete defense to and also ground for a stay of any action or proceeding instituted contrary to this Agreement. An action or proceeding to confirm or otherwise enforce the aware of an arbitrator may be brought where the Union or the Employer maintains an office or place of business or where the arbitration aware was rendered.

3. Any dispute, complaint, controversy, claim or grievance hereunder which any employee may have against the Employer may be instituted only by the Union in the manner herein provided. No employee shall have the right individually to institute or process any action or proceeding with reference to any dispute, complaint, controversy, claim or grievance; or to initiate, or compel arbitration.

ARTICLE 18: SAFETY AND HEALTH

1. The Employer shall at all times maintain working conditions to ensure maximum safety for all employees and shall provide employees with appropriate equipment.

2. Employees are required to use safety equipment distributed for jobs.

3. If equipment deemed necessary for job safety is not work, disciplinary action may be taken.

ARTICLE 19: WAIVER

Employees enlisting or entering the military or naval service of the United States pursuant to the provisions of applicable Federal Law shall be granted all rights and privileges therein provided.

ARTICLE 20: STRIKES AND LOCKOUTS

1. It is mutually agreed and understood that during the period this Agreement is in effect, the Union will not authorize or permit a strike, slowdown, or stoppage of work. The Employer further agrees that there shall be no lockout during the period that this Agreement is in effect.

2. The Union agrees to take every reasonable means to induce its members, going out on strike not authorized or ratified by the Union, to return to their jobs, and those members participating in a suspension or a slow-down of work not authorized or ratified by the Union to cease and desist doing so.

ARTICLE 21: APPLICABLE LAWS


In the event that any provisions of this contract are invalid or hereafter become invalid by reason of any Federal or State Law, it is agreed that nevertheless the parties will comply with all the other provisions hereof and all obligations imposed on them by such law. It is further agreed that any provisions of this contract which is invalid or may hereafter become invalid by reason of any Federal or State Law shall not affect the validity of any of the other provisions of this contract, and all such other provisions shall continue to remain in full force and effect and binding upon the parties until the terminations hereof.

ARTICLE 22: TERM OF CONTRACT

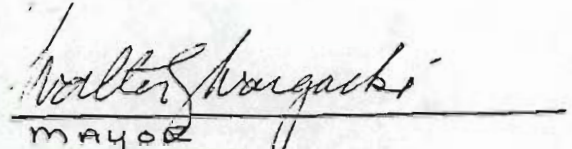
It is hereby agreed between the parties hereto that this Agreement, which is made by the Employer and by the Union on behalf of their respective members as defined herein shall be deemed to have taken effect on January 1, 1991 and continue in full force and effect through December 31, 1993 during which time it shall be binding upon the parties hereto.

WALLINGTON DPW

DATE


LOCAL UNION NO. 560

April 9 1992
DATE


MAYOR

3/24/92
DATE