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AGREEMENT

BETWEEN

BOROUGH OF DUMONT

AND

TEAMSTERS LOCAL 97 OF NEW JERSEY

*public works*

I N D E X

73-74

Article

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AGREEMENT

THIS AGREEMENT, made as of the \_\_\_\_\_ day of \_\_\_\_\_  
1973,

BETWEEN the BOROUGH OF DUMONT, a municipal corporation  
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."

WHEREAS, it is the intent and purpose of the Parties  
hereto to promote and improve the harmonious relations between  
the employer Borough and the employees of the Department of  
Public Works and to establish a basic understanding relative to  
rates of pay, hours of work and other conditions of employment  
consistent with the law and to further promote and improve em-  
ployee efficiency and productivity.

NOW, THEREFORE, the Parties hereto mutually agree as  
follows:

ARTICLE I  
UNION RECOGNITION

The Borough recognizes the Union as the exclusive  
representative, as certified 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 employees herein.

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 of Public Works Committee or the Mayor and Council.

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 the Steward, and the alternate so designated by the Union in the absence of the Steward, 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 this Agreement.

3. The designated Union Steward or the alternate, in his absence, shall be granted time with pay during working hours to investigate and seek to settle grievances.

#### ARTICLE IV GRIEVANCES

1. For the purpose of this Agreement, the term "Grievance" means any difference or 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 the Department of Public Works Committee of the Mayor and Council with the object of settling the problem within seven (7) calendar days after the parties have failed to do so in Step 2.

Step 4. In the event that a satisfactory solution is not found in Step 3, a meeting shall be arranged between the Grievance Committee of the Union

and the Mayor and Council with the object of settling the problem within seven (7) calendar days after the parties have failed to do so in Step 3.

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.

4. If the grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Borough's last answer.

5. In the event that an employee shall process his own grievance as provided for in Article IV, Paragraph 3, then and in that event, during the time in which the employee is processing his own grievance, he shall not be entitled to compensation.

6. In the interest of mutual benefit to the Union and the Borough every effort shall be made to resolve any grievances during Step I of this procedure.

#### ARTICLE V MANAGEMENT

1. Nothing in this Agreement shall interfere with the right of the Borough to promulgate and enforce 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) 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.

2. All such rules and regulations shall be observed by the employees.

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 and work record.

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 affected 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 VII  
POSTING

1. All new and vacant positions shall be posted on the Union Bulletin Board for a period of one (1) 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, providing such senior employees have the necessary qualifications for the positions.

ARTICLE VIII  
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 sick leave, with or without pay, pursuant to Article 8, Sections 2-43 and 2-44 of the Revised Ordinances of the Borough of Dumont, New Jersey, 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 of 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 is established by agreement between the Borough and the Union.

(e) Five days' unexcused absence.

ARTICLE IX  
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. The Mayor and Council shall hear the appeal and render a decision which shall be final.

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 with a copy to the Union.

ARTICLE X  
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:

- (a) to instruct employees;
- (b) in an emergency;
- (c) to assist employees;
- (d) in the case of temporary and summer help; or
- (e) in such cases which the Borough deems necessary.

ARTICLE XI  
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 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 8:00 a.m. and quitting time 4:30 p.m. except that between June 1 and September 15 starting time shall be 7:00 a.m. and quitting time 3:30 p.m.

4. Sweeper-operators shall be subject to such hourly assignments as may be designated by the Superintendent of the Department of Public Works.

5. The above starting and quitting times may be varied for season operations or in emergency by the Borough.

ARTICLE XII  
REST PERIODS - WASH-UP

1. All employees shall receive two (2) rest periods each day without deduction in pay; one fifteen-(15)-minute rest period between 9:15 and 9:30 a.m., and one fifteen-(15)-minute rest period between 2:15 and 2:30 p.m. unless otherwise designated by the Superintendent of the Department of Public Works or the Foreman.

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

3. Drivers performing emergency snow plowing work for more than four (4) consecutive hours after a scheduled eight-(8)-hour day may take a rest period of one-half ( $\frac{1}{2}$ ) hour without pay. In addition, in each four-(4)-hour period of such emergency snow removal work, a fifteen-(15)-minute coffee break may be taken. It shall be preferable that such break be taken

at the Department of Public Works Garage when "gassing up."  
Except as provided above, the employees shall not return to the  
Garage for such coffee break.

ARTICLE XIII  
SNOW REMOVAL

1. All unit members must be working, or notified that  
work is available, and such available work refused before any  
additional outside help is summoned and hired.

2. At least one (1) unit member must be in each  
truck during snow removal..

3. There shall be two (2) men per truck during snow  
removal unless there is an insufficient number of men available.

4. Supervisory or management personnel shall not be  
precluded from operating trucks or other equipment in the event  
that their services are required.

ARTICLE XIV  
OVERTIME

1. The standard work week shall commence on Monday and  
end after working hours on Friday, and during that time an em-  
ployee shall be required to work forty (40) hours, consisting of  
five (5) eight-(8)-hour days.

2. All work performed in excess of eight (8) hours  
in any one (1) day or forty (40) hours in any one (1) week

shall be considered overtime and shall be compensated for at the rate of time and one-half.

3. All work performed on Saturday and/or Sunday shall be compensated for at the rate of time and one-half, except as to any employee scheduled to work on Saturdays and/or Sundays.

4. All work performed on holidays shall be compensated for at the rate of time and one-half plus the day's pay.

5. Overtime shall be equally distributed among employees and their respective departments as is reasonably practical among those capable of performing the work to be done.

ARTICLE XV  
STAND-BY PAY

1. In the event that an employee is required to stand by for an entire weekend, i.e. Saturday and Sunday, he shall be entitled to the sum of \$15 per weekend day or \$30 per two-day weekend as stand-by pay. If the weekend is a three-day weekend, the stand-by pay shall be \$45.00.

2. When an employee has been placed on "stand-by", he must make himself available for work; and if called by the Superintendent of the Department of Public Works or the foreman, he shall report for work immediately. In the event that such employee is not able to report for work, he shall obtain a replacement to work in his stead from the roster of employees

of the Department of Public Works capable and qualified to perform the work for which he is standing by. In such case, the stand-by employee who is unable to report shall not receive stand-by pay for such day, but the daily stand-by pay shall be paid to the substitute employee who reports in his stead.

Stand-by shall be in effect, when requested by the Superintendent of Public Works, from Friday at 4:30 p.m. to Friday of the following week at 4:30 p.m.

ARTICLE XVI  
CALL BACK TIME

1. Any employee who is called back after completing his regularly scheduled shift shall be entitled to be compensated at the rate of one and one-half times the straight-time hourly rate of pay, with a minimum guarantee of two (2) hours' work, or two (2) hours' pay in lieu thereof.

ARTICLE XVII  
SICK LEAVE AND BEREAVEMENT

1. All permanent full-time employees covered by this Agreement shall be granted sick leave with pay in accordance with Article 8, Section 2-43 of the Revised Ordinances of the Borough of Dumont, New Jersey, as follows:

<u>Period of Employment</u>	<u>Sick Leave with Pay</u>
Less than 6 months	None
At least 6 months, but less than 1 year	5 working days
At least 1 year, but less than 5 years	10 working days

At least 5 years, but less than 10 years	15 working days
At least 10 years, but less than 15 years	20 working days
15 years or more	Not more than 25 working days unless granted by Resolution of the Mayor and Council.

Sick leave not taken shall accumulate from year to year with a maximum of forty-five (45) days in the aggregate.

2. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness or injury.

3. An employee absent on sick leave shall submit acceptable medical evidence substantiating the illness or injury.

4. Every permanent full-time employee shall be granted three (3) days' leave with pay upon the death of a member of his immediate family. Immediate family shall include spouse, children, parents, brothers, sisters and grandparents of employee or spouse. Such leave shall not be charged against sick leave.

ARTICLE XVIII  
VACATIONS

1. All permanent full-time employees covered by this Agreement shall be granted an annual leave for vacation purposes with pay in accordance with Article 8, Section 2-45 of the Revised Ordinances of the Borough of Dumont, New Jersey as



follows:

<u>Period of Employment</u>	<u>Vacations with Pay</u>
Less than 8 months	None
At least 8 months, but less than 1 year	5 working days or one week
At least 1 year, but less than 15 years	10 working days or 2 weeks
15 years or more	15 working days or 3 weeks

Eligibility for vacations shall be computed as of the first day of the month in which the employee was hired.

2. An employee entitled to vacation pay may request and be granted such pay prior to taking the same provided such employee shall give at least two (2) weeks notice to the Borough Clerk prior to the pay period preceding said vacations.

3. All applications for vacations shall be filed before May 31 of each year with the Superintendent of the Department of Public Works.

ARTICLE XIX  
HOLIDAYS

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

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day

Good Friday	General Election Day
Memorial Day	Thanksgiving Day
Fourth of July	1/2 day before Christmas Day
1/2 day before New Year's Day	Christmas Day

Paid holidays shall constitute eight (8) hours' time worked in computing the forty-(40)-hour work week.

ARTICLE XX  
WORK CLOTHES

1. The Borough will provide the following work clothes for each permanent employee, in addition to work clothes previously provided.

(a) Gloves: two (2) pairs per year

(b) Shoes: two (2) pairs per year

ARTICLE XXI  
SAFETY

1. Upon the execution of this Agreement, a Safety Committee shall be appointed, consisting of one (1) member of the Union, appointed by Union members, and one (1) member of the Council and one (1) member in a supervisory capacity, both appointed by the Governing Body. The Safety Committee shall investigate whether there are any conditions which constitute a present and/or potential hazard to the safety of the employees and make recommendations for correcting any such conditions to the Borough.

ARTICLE XXII  
WELFARE

I. The Borough shall continue its present Blue Cross-Blue Shield Rider C Insurance plan for the benefit of the employees.

ARTICLE XXIII  
WAGES

<u>Name and Position</u>	<u>Base Salary</u>	<u>Long-evity</u>	<u>Gross Salary</u>
M. Dugan, Tr. Dr. Laborer	\$ 9,374.27	\$ 564.46	\$ 9,938.73
R. DiPersia, Mechanic	9,819.39	392.78	10,212.17
J. Brown, Equip. Op. Sweep	9,819.39	589.16	10,408.55
G. Purland, Equip. Op.	9,596.83	191.94	9,788.77
V. Cellupica, Equip. Oper	9,151.71	366.07	9,517.78
J. Alvarez, Equip. Oper. Sweep	9,819.39	191.94	10,011.33
R. Staub, Tr. Dr. Laborer	8,372.75	167.46	8,540.21
J. DiGesù, Tr. Dr. Laborer	8,372.75	167.46	8,540.21
V. Jeune, Mechanic Chief	10,932.19		10,932.19
R. Dizzini, Tr. Dr. Laborer	10,264.51	1,026.45	11,290.96
C. Sutton, Tr. Dr. Laborer	8,038.91		8,038.91
J. Page, Tr. Dr. Laborer	8,038.91		8,038.91
P. Rieper, Tr. Dr. Laborer	7,200.00		7,200.00
D. Rieche, Tr. Dr. Laborer	7,200.00		7,200.00
* J. Pipitone, Laborer	7,816.35		7,816.35

The above schedule is intended to reflect a seven (7) percent increase in the annual base salary of each employee of the Department of Public Works retroactive to January 1, 1973.

For the calendar year 1974, the salaries of all employees shall be increased at the rate of 5.5 percent of the 1973 base salaries.

\*(Pipitone has since severed his employment and therefore he shall receive the proportionate differential in pay increase to the time of severance.)

2. The employees of the Department of Public Works shall be entitled to longevity pay or compensation in accordance with duly enacted Borough Ordinance No. 805.

ARTICLE XXIV  
STRIKES AND WORK STOPPAGE

Recognizing that the Employer is a municipal corporation charged with the duty of protecting the health, safety, and welfare of the people of the community and that the purpose of this Agreement is to provide for a mutually satisfactory understanding between the Employer and the employees and to establish and maintain greater efficiency and productivity on the part of the employees at a fair rate of compensation as well as satisfactory working conditions for the employees it is hereby understood and agreed that the employees are not entitled to strike, slow down, or to take any other collective action in the nature of a strike, work stoppage, job action, or slow down to disable or hinder the Employer in the discharge of its statutory and governmental duties. The Union and the employees represented thereby agree that such action or actions would constitute a material breach of this Agreement. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have, in law, or in equity for injunctive relief

or for damages or both in the event of such breach. It is further agreed that participation in any such illegal activity by any employee represented by the Union shall constitute sufficient ground for termination of the employment of such employee or employees. The Borough agrees that it will not, during the term of this Agreement, engage in any unlawful lock-out or shut-down.

ARTICLE XXV  
DEDUCTION OF UNION DUES

1. The Borough agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Borough by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to the treasurer of the Union together with a list of names of all employees for whom the deductions were made on or about the 15th day of the succeeding month after deductions are made. This authorization shall be irrevocable during the term of this Agreement, or as may otherwise be provided in applicable statutes.

The Union agrees to indemnify and hold the Borough harmless against any and all suits, orders or judgments brought

or issued against the Borough as a result of any action taken or not taken under the provisions of this Article.

ARTICLE XXVI  
EMERGENCIES

1. It is understood and agreed that when the Mayor and Council or the Superintendent of the Department of Public Works declares an emergency, all of the employees of the Department of Public Works, when called, shall respond for emergency work as may be required for any emergent conditions or circumstances.

ARTICLE XXVII  
MISCELLANEOUS

1. All available jobs within the Department of Public Works shall be bid on by members of the unit according to seniority and ability, and appointments shall be made on that basis.

2. It is agreed and understood that the pay of employees Pipitone, Page and Alvarez has been adjusted to reflect the actual work being performed by the said three (3) employees.

3. If any provision of this Agreement shall be declared invalid by any Court of competent jurisdiction, such judgment shall not affect any other provision of this Agreement. The provisions of this Contract shall be severable for such purpose.

ARTICLE XXVIII  
TERMINATION

1. This Agreement shall be effective as of January 1, 1973, and shall remain in full force and effect until the 31st day of ~~December 1974~~. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing 90 days prior to the anniversary date that it desires to modify this Contract. In the event that such notice is given, negotiations between the Parties shall begin no later than 60 days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiations and until the termination date hereof.

ARTICLE XXIX  
COMPLETENESS OF AGREEMENT

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. After this Agreement has been duly executed, the Borough shall cause this Agreement to be distributed to each employee of the Department of Public Works.

This agreement is subject to federal and state laws and regulations as well as Presidential directives, orders and decrees, as well as passage of Salary Ordinance.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed by their proper corporate officers and their proper corporate seal to be affixed hereto, the date and year first above written.

BOROUGH OF DUMONT

TEAMSTERS LOCAL 97 OF NEW JERSEY

\_\_\_\_\_  
David F. Roche, Mayor

\_\_\_\_\_  
Arnold Ross, President

\_\_\_\_\_  
Mary C. Price, Borough Clerk

\_\_\_\_\_  
Thomas Donohue, Sec.-Treasurer

\_\_\_\_\_  
James J. Farrell, Chairman  
of D.P.W. Committee and  
Negotiator

\_\_\_\_\_  
Andrew Trause, Director of Public  
Works Employees, Negotiator for  
Union

APPROVED: BARGAINING COMMITTEE  
  
\_\_\_\_\_  
  
\_\_\_\_\_