

**A G R E E M E N T**

**BETWEEN**

**THE TOWNSHIP OF NUTLEY**

**AND**

**TEAMSTERS LOCAL 97 OF NEW JERSEY**

**EFFECTIVE:           JANUARY 1, 2005**

**EXPIRES:             DECEMBER 31, 2007**

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THIS AGREEMENT, entered into by the Township of Nutley, (hereinafter referred to as the "Township", and Teamsters Local 97 of New Jersey, (hereinafter referred to as the "Union") has as its purpose the promotion of harmonious relations between the Township and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

## ARTICLE I

### UNION RECOGNITION

The Township recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours and other conditions of employment for the following employees of the Department of Public Works: maintenance workers, repairers, equipment operators and parking meter collectors and repairers, water meter repairer; and for the following employees of the Department of Parks and Public Property: laborers, maintenance workers, garage attendants, equipment operators and tree climbers, and tree trimmers.

## ARTICLE II

### SENIORITY

#### SECTION 1.

An employee shall be deemed probationary following his regular appointment to a permanent position during his working test period consisting of the three (3) month period following the

appointment. The seniority of an employee who attains permanent status in a position shall date from the date of his initial employment and shall be by classification within his department.

**SECTION 2.**

Subject to applicable Civil Service laws, rules and regulations, the junior employee within a classification shall be the first to be laid off when a reduction in work force is necessary. A laid off employee shall be called back to work in accordance with his seniority.

**ARTICLE III**

**JOB PREFERENCE**

The Township will endeavor to make provisional and temporary appointments to permanent and temporary positions, respectively, within the department from the employees of the respective departments provided the employee is then qualified to perform the work of the position. The Union may contest the Township's determination as to the qualifications of the employee to perform the work of the position. Should any such dispute not be resolved by the parties under the grievance procedures of this Agreement, the Union shall have the right to request arbitration of the dispute pursuant to the arbitration provisions of this Agreement, provided, however, that the authority of the arbitrator in any such manner shall be limited to a determination as to the qualifications of the employee was arbitrary and unreasonable.

ARTICLE IV

HOURS OF WORK

SECTION 1.

The normal workday shall consist of eight (8) consecutive hours exclusive of a thirty (30) minutes lunch period. The normal workweek shall consist of five (5) consecutive days, Monday through Friday. The normal starting time for the Department of Public Works shall be 7:30 a.m. and the normal quitting time shall be 4:00 p.m. (with a one half hour lunch) except for certain equipment operators whose normal starting commences at 6:00 a.m. The normal starting time for the Department of Parks and Public Property shall be 7:30 a.m. and the normal quitting time shall be 4:00 p.m. (with a one half hour lunch). It is recognized that starting and quitting times must vary for certain seasonal operations of each department including activities such as shade tree spraying, park maintenance, leaf removal, and with respect to emergencies such as those resulting from storms (snow removal), flooding, debris removal, vehicular accidents, water main breaks, sewer blockages, road cave-ins, and vandalism.

Employees required to work more than eight (8) consecutive hours in any one work day shall be paid for all time worked in excess thereof at the rate of time and one half their regular rate of pay. Employees required to work more than forty

(40) hours in any one-week shall be paid for all time worked in excess thereof at the rate of time and one half their regular rate of pay. Employees shall be paid for all work performed on Saturday and Sunday at time and one half their regular rate of pay. However, there shall be no duplication in the payment of overtime or premium day pay.

**SECTION 2.**

Except with respect to snow and other emergencies, scheduled overtime opportunities (including standby) shall be distributed within a department by classification as equitably as possible among the employees covered by this Agreement. Overtime records shall be maintained by the departments and adjustments as to any inequities in the distribution shall be made and posted every three (3) months.

Employees shall work overtime when requested unless excused. Failure of an employee to accept an overtime opportunity whether excused or not shall result in the employee's being charged with the overtime hours on the overtime distribution records.

**SECTION 3.**

Water Division and Sewer Division leadmen shall be paid for twenty (20) hours at their regular rate of pay for weekend standby (4:30 p.m. Friday to 8:00 a.m. Monday). The Water Division and Sewer Division leadman's helper shall be paid for eight (8) hours at his regular rate of pay of weekend standby.

**SECTION 4.**

Drivers performing emergency snow plowing work for more than four (4) consecutive hours outside their normal workday may take a rest period of one hour after the fourth consecutive hour of such work. In addition, in each four-hour period of such emergency snow removal work, a 10-minute coffee break may be taken provided, however, the driver shall not return to the garage for such break.

**SECTION 5.**

During the normal eight-hour workday, a 15 minute coffee break may be taken in the forenoon and in the afternoon.

**SECTION 6.**

Employees shall be permitted wash up periods commencing 15 minutes before lunch and 15 minutes before quitting time.

**ARTICLE V**

**SICK PAY AND BEREAVEMENT PAY**

**SECTION 1:**

Every permanent employee 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 following permanent appointment and fifteen (15) working days in every calendar year thereafter. The amount of such leave not taken shall accumulate from year to year. Sick leave means absence from post of duty because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate household

family seriously ill requiring the care or attendance of such employee. An employee absent on sick leave for more than three (3) days, at one time, may be required to submit acceptable evidence (doctor's note) to substantiate his/her illness.

**SECTION 2.**

In accordance with existing policy, five (5) days bereavement leave shall be granted in case of the death of a relative defined as, Mother, Father, Spouse, Sister, Brother, Child, Grandparents and corresponding step relatives and in-laws.

Bereavement leave of one (1) day shall be granted upon the death of an Aunt, Uncle, Cousin or corresponding in-laws.

Bereavement leave pursuant to this provision shall commence with the day of the death, or the day of the funeral. The days shall be calendar days and shall not be in addition to any holidays, days off or compensatory time falling within the period of bereavement. The Township may require reasonable verification of the event.

**SECTION 3.**

For every six consecutive months within a calendar year without the use of sick leave, one additional personal day will be given to the employee for his use. Policy to take affect January 1, 1996.

**ARTICLE VI**



## UNIFORMS

The Township will provide yearly for each permanent employee uniforms consisting of a jacket, two shirts, two trousers, rain gear and work shoes, with replacement of any of the above items to be at the discretion of the Municipal Engineer or Superintendent of Parks and Public Property. Either official may require any old items to be turned in upon replacement if the official so chooses.

## ARTICLE VII

### LEAVES OF ABSENCES

#### SECTION 1.

A permanent employee shall be granted a leave of absence without pay for a period not to exceed six (6) months. The Township will not unreasonably deny an employee's request for such leave of absence.

#### SECTION 2.

Every employee covered by this Agreement who is ordered to report for jury duty shall be granted a leave of absence from his regular 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.

#### SECTION 3.

Military leave for employees training or servicing 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 VIII

### DISCHARGE AND DISCIPLINE

#### SECTION 1.

No permanent employee shall be discharged, suspended or otherwise disciplined without just cause. The Township will notify the Union at the time disciplinary action is taken.

#### SECTION 2.

A grievance by an employee claiming that he has been unjustly discharged or suspended must be submitted to the Township in writing within three (3) working days of the disciplinary action; otherwise, the same will be considered to have been made for just cause.

#### SECTION 3.

Disciplinary warnings will be issued in writing to the employee and a copy given to the Union. No grievance disputing the warning will be considered unless it is submitted in writing within three (3) days of its issuance.

#### SECTION 4.

The Union may grieve and obtain binding arbitration under the provisions of this Agreement as to whether an employee has been discharged, suspended or otherwise disciplined for just cause as set forth in Article XIV, Section 2.

**ARTICLE IX**

**BULLETIN BOARD**

The Township shall provide a bulletin board for the Union for the purpose of posting Union notices of meetings, elections, and appointments to Union positions, recreational and social events, and such other notices of official Union business. All such matters must be posted only upon the authority of officially designated Union representatives.

**ARTICLE X**

**AGENCY SHOP AND DUES DEDUCTION**

**SECTION 1.**

Any permanent employee in the bargaining unit on the date of execution of this Agreement, who does not join the Union within thirty (30) days thereafter, and any new permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a Representation fee to the Union by automatic payroll deduction. The Representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the Township by the Union. The Union may revise its certification of the amount of the Representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation fee shall continue beyond the

termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit provided that no modification is made in this provision by a successor agreement between the Union and the Township. For the purposes of this provision, employees who are reappointed from year to year shall be considered to be in continuous employment.

**SECTION 2.**

The Township, after receipt of written authorization from each individual employee, shall deduct the dues from each pay period as presently deducted and shall transmit them monthly to the Secretary-Treasurer of the Union.

**SECTION 3.**

In making the deductions and transmittals as above specified, the Township shall rely upon the most recent communication from the Union as to the rate of monthly dues and the proper amount of initiation fee.

**SECTION 4.**

The written authorization referred to in this Article shall be irrevocable for the period of one (1) year or until the termination date of the applicable collective bargaining agreement between the Union and the Township, whichever is the shorter period.

**SECTION 5.**

The Union agrees that it will indemnify and save harmless

the Township against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Township at the request of the Union under this Article.

## ARTICLE XI

### UNION STEWARDS & SAFETY

#### SECTION 1.

The Union shall notify the Township of the employee it designates to act as the Union steward in each of the departments for the purpose of investigation and presentation of grievances in accordance with the provision of this Agreement.

#### SECTION 2.

One of the Union Stewards will be excused from their duties to attend any and all Safety Committee meetings.

All vehicles supplied by the Township will be in safe, road worthy condition. No one will be expected to accept any vehicle that has been identified by the Township Mechanic as being unfit for use.

No disciplinary action will be taken by the Township against any of the men for refusing to use a vehicle that is deemed to be unfit.

**ARTICLE XII**

**WAGES**

**SECTION 1.**

a. Effective January 1, 2005, 4.0% wage increase per employee for twelve (12) months.

b. Beginning January 1, 2006, 4.0% increase per employee for next twelve (12) months.

c. Beginning January 1, 2007, 4.0% increase per employee for twelve (12) months.

**SECTION 2.** See salary ranges on pages 21, 22 and 23.

**SECTION 3.**

It is the intent of this provision to establish a continuing potential differential of \$300.00 among employees covered by this Agreement, Such differential shall be at the discretion of the Township.

**ARTICLE XIII**

**OVERTIME**

**SECTION 1.**

The Township shall pay the employees for overtime pay on the regular pay period day following the period in which the overtime was worked.

**SECTION 2.**

If an employee is required to be called into work because of an emergency or otherwise, said employee shall be paid in the case of the Public Works Department a minimum of four (4) hours pay, and in the case of the Parks Department, a minimum of four (4) hours pay.

**ARTICLE XIV**

**GRIEVANCE AND ARBITRATION**

**SECTION 1. - GRIEVANCE**

A bona fide dispute as to the interpretation or application of a specific provision of this Agreement shall be handled in the following manner:

**STEP 1.**

In the event that any difference or dispute should arise between the Township and the Union, or any employee or employees over the application and interpretation of the terms of this Agreement, or over the interpretation, application or violations of department policies, agreements or administrative decisions which affect working conditions of an employee or employees, an earnest effort shall be made to settle such differences between the aggrieved employee or employees and his/her or their immediate supervisor within five (5) working days of the occurrence giving rise to the grievance.

**STEP 2.**

If no satisfactory agreement is reached within the prescribed five (5) working days, then the Union Steward shall present the grievance in writing signed by the aggrieved employee and the Steward to the General Foreman (Department of Parks and Public Property or to the Superintendent of the Water Division or the Sewer and Road Division {Department of Public Works} as the case may be.

The matter shall again be immediately discussed, with the goal to arrive at a satisfactory, and mutually acceptable resolution of the grievance. The General Foreman or Superintendent, as the case may be, shall give his answer to the Union within five (5) working days of the presentation of the grievance at Step 2.

**STEP 3.**

If the grievance is not resolved in Step 2, it may be appealed in writing within five (5) working days after receipt of the answer in Step 2 to the Superintendent of the Department involved. Upon receipt of an appeal, a meeting shall be scheduled to discuss the grievance within ten (10) days of receipt of the appeal unless extended by mutual agreement. The decision of the Superintendent shall be made in writing not later than five (5) working days after the Step 3 meeting.



A grievance will be considered settled upon written request, when the grievant ceases to be an employee by resignation or when the time limits to appeal the next step expires. A grievance will automatically go to the next step if the Township fails to answer before the prescribed time limits.

**SECTION 2 - ARBITRATION**

If within ten (10) working days of the transmittal of the written answer from the Supervisor, the grievance is still not settled to the satisfaction of both parties, either party to the agreement may submit the grievance to arbitration.

In the event of any unresolved grievance, either party may submit such grievance to the New Jersey State Board of Mediation for the appointment of an impartial arbitrator in accordance with its rules and regulations.

The arbitrator shall have the authority to hear and determine the grievance and his/her decision shall be final and binding upon all parties. The arbitrator shall have no right to vary or modify the terms and conditions of the Agreement (contract).

The expense of arbitration shall be borne equally by the parties.

ARTICLE XV

HOLDIAYS

SECTION 1.

The following holidays are recognized by the Township:

½ day New Year's Eve	Labor Day
New Year's Day	Columbus Day
M.L. King's Birthday	Election Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Independence Day
½ Day Christmas Eve	Christmas Day

In addition to the foregoing, employees shall be entitled to a holiday when the Township offices are closed. Furthermore, if any of the recognized holidays shall fall on a Saturday or Sunday, the employees shall be given the preceding Friday or Monday as a holiday at the discretion of the Township.

SECTION 2.

An employee required to work on a holiday shall be paid at time and one half his regular rate of pay, in addition to his

regular holiday pay.

**SECTION 3.**

Each employee shall work the day before and the day after a holiday or shall forfeit compensation for the holiday, unless the employee is legitimately sick and shall provide a doctor's certificate.

**ARTICLE XVI**

**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 purpose with pay:

Up to 5 yrs. of service	12 Days
After 5 yrs. of service and up to 12 yrs. of service	15 Days
After 12 yrs. of service and up to 15 yrs. of service	17 Days
After 15 yrs. of service and up to Twenty (20) years of service	20 Days
After twenty (20) years of service	25 Days

Employees shall be permitted to buy back five (5) days vacation time provided they notify the Employer by November 1st of the previous year, (and the budget will allow).

**ARTICLE XVII**

**HEALTH CARE INSURANCE**

The Township shall provide hospital and medical insurance inclusive of major medical coverage for all employees and their families at no cost to the employee. The Township shall assume fifty (50%) per cent of the cost per employee for the new Vision plan.

The Township shall assume the entire cost of coverage, and pay all premiums for employees who have retired after twenty-five (25) years of service. The Township shall assume the entire cost of coverage of the Township Dental Plan for employees who have retired after twenty-five (25) years of service, but only until the employee reaches the age of 65 years. There will be no reductions in any of the above-mentioned benefits during the life of this contract.

**ARTICLE XVIII**

**PERSONAL LEAVE DAYS**

Each permanent full time employee shall be allowed three personal leave days per year. Any employee seeking to utilize a personal leave day shall provide the Employer with a minimum of two working days notice. Personal leave days shall not be allowed during emergency periods such as snow removal and similar emergencies.

**ARTICLE XIX**

**UNUSED SICK DAYS AT RETIREMENT**

Pay for accumulated unused sick days, computed in accordance with the Municipal Ordinance, shall nevertheless be computed for up to 11 pay periods and shall be paid in one lump sum or eleven (11) pay periods to the employee upon retirement for a maximum 110 days.

**ARTICLE XX**

**LONGEVITY PAY**

The longevity pay program shall continue in all respects as presently constituted for all employees.

Five (5) years	Two (2%) percent
Ten (10) years	Four (4%) percent
Fifteen (15) years	Six (6%) percent
Twenty (20) years	Eight (8%) percent
Twenty-five (25) years	Ten (10%) percent

**ARTICLE XXI**

**TUITION REIMBURSEMENT**

Reimbursement of one-hundred (100%) percent up to eight hundred (\$800.00) dollars per year. Employee must take courses related to his or her employment. In so doing, the total cost of the course will be reimbursed upon achievement of a degree or certificate. All employees must obtain prior permission from their Department Head.

**ARTICLE XXII**

**SAVING AND SEPARABILITY**

If this Agreement requires a party or an employee to do anything which is prohibited by law, the obligation is invalid. If such obligation is so invalid, the Township and the Union will meet for the purpose of negotiating changes made necessary by applicable law. Should any provision of this Agreement require cancellation or modification as provided herein, it is understood that no other provision of this Agreement shall be invalidated thereby.

**ARTICLE XXIII**

**RIGHT TO RE-OPEN NEGOTIATIONS**

Notwithstanding the contents of Article XXII, the Union shall have the right to require an immediate reopening of negotiations if any other bargaining unit obtains an improved health benefit from the Township. Upon receipt of such request, the Township shall enter into negotiations on health benefits.

**ARTICLE XXIV**

**TERMINATION**

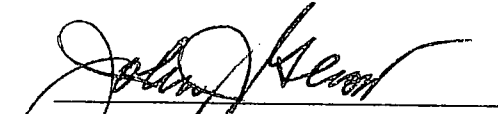
This Agreement shall be effective as of the first day of January 1, 2005 and shall remain in full force and effect until December 31, 2007, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in

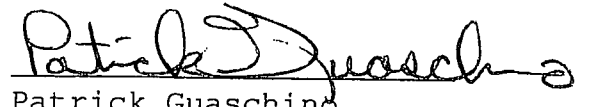
writing sixty (60) days prior to the expiration date or end of any yearly extension period that it desires to modify or terminate this Agreement. In the event such notice is given, the parties shall begin negotiations within forty-five (45) days thereafter. If negotiations are not completed prior to the expiration date, this Agreement shall terminate unless extended by mutual agreement of the parties.

• If contract negotiations go beyond the expiration date of the original contract all monies shall be subject to retroactivity. The following are the salary ranges to be used.

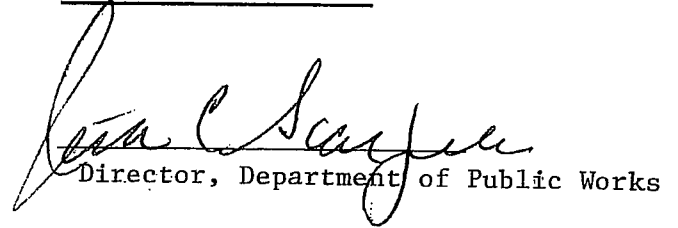
IN WITNESS WHEREOF, the parties hereto have set their hands this  
1<sup>st</sup> day of January 2005.

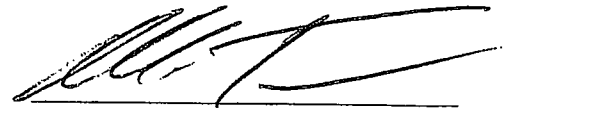
FOR THE UNION

  
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John Gerow  
President

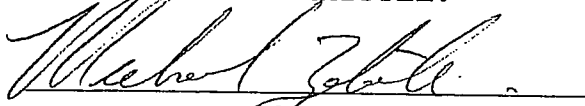
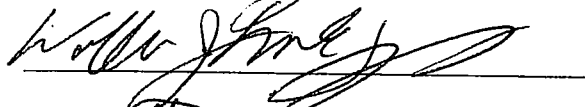
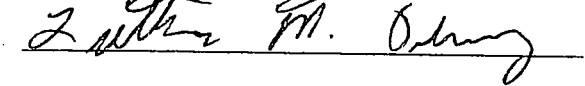
  
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Patrick Guaschino  
Director Public Employee Sector

FOR THE TOWNSHIP

  
\_\_\_\_\_  
Director, Department of Public Works

  
\_\_\_\_\_  
Director, Parks & Public Property

NEGOTIATING COMMITTEE:

  
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