

THIS AGREEMENT, made this 31<sup>st</sup> day of December in the year  
Nineteen Hundred Seventy-Four by and between BOROUGH OF NEW  
SHREWSBURY, NEW JERSEY, hereinafter referred to as the "EMPLOYER",  
 and UNITED TRADES INDEPENDENT UNION LOCAL #18, herein referred to  
 as the "UNION",

*Monmouth County*

**WITNESSETH:**

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

WHEREAS, the parties have negotiated and have reached an agree-  
 ment with respect to wages, hours and other terms and conditions of employ-  
 ment under which the employees work for the Employer, and

WHEREAS, the parties desire to reduce said agreement to writing,

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

**ARTICLE I. RECOGNITION**

A. The Employer herewith recognizes the union as the sole and  
 exclusive bargaining agent in regard to wages, hours and all other terms  
 and conditions of employment for all its Road and Sanitation Department  
 maintenance employees, including Laborers, Drivers and Mechanics but exclud-  
 ing all other Borough Employees.

**ARTICLE II. UNION SECURITY**

A. All present employees who are members of the Local Union on  
 the effective date of this agreement or on the date of execution of this agree-

Jan 1, 1975 - Dec. 31, 1976

*[Handwritten signatures and dates]*  
 1975  
 BOROUSH UNION

ment, whichever is the later, shall remain members of the Local Union in good standing. This membership shall not be a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall on the 30th day of their employment or the 30th day after the effective day of this agreement, whichever is later, become and remain members in good standing of the Union.

B. Union membership shall be available to new employees on the same terms and conditions generally available to other members.

C. In the event the Employer finds it necessary to employ additional employees, it may or may not, as it sees fit, call on the Union. In the event the Union is unable to supply the employees within a period of twenty-four (24) hours after request is made by the Employer, the Employer may hire any employee whether or not said employee may be a member of the Union or not.

### ARTICLE III. DISCHARGE, PROBATIONARY PERIOD

A. The first ninety (90) days of employment of any newly hired employee shall be deemed to be a probationary period during which time the terms of this contract shall not apply.

B. After the probationary period, the Employer shall have no right to discipline or discharge any employee except for just cause.

C. Immediately upon discharge, the Employer shall notify the Union, in writing, by mail, the reason for the discharge. Should the Union dispute the discharge and the matter cannot be adjusted between the parties within forty-eight (48) hours, it shall be settled by arbitration as hereafter provided. Should it be determined that the grounds for discharge or discipline were inadequate, he shall be reinstated immediately with full back pay from the date of his discharge.

D. Should the Employer have a grievance or complaint, other than those set forth above, he shall notify the Union in writing of his complaint. If the parties cannot adjust the same within forty-eight (48) hours, it shall likewise be referred to arbitration as provided in ARTICLE XXVI.

### ARTICLE IV. HOURS OF WORK AND OVERTIME

A. The normal work day shall consist of eight (8) hours. The normal work week shall consist of five (5) days, forty (40) hours per week.

B. Pay at the rate of time and one-half of the regular rate shall be paid to any employee who performs work under any of the following circumstances:

1. In excess of eight (8) hours in any one day.
2. In excess of forty hours during any work week.

C. Pay at the rate of double time of the regular rate shall be paid to any employee who performs work on a holiday, Sunday, or on his day off only if his service is required because of snow removal.

ARTICLE V. WAGES AND CLASSIFICATIONS

For the calendar year 1975 the employer agrees to pay all present Sanitation employees on a guide structure the same as the 1974 calendar year guide, including all increments, except that each step of the guide shall be increased by 5% or to the amount in which it is changed for all other Borough employees, whichever shall be the greater amount. Wages and welfare provisions will be renegotiated for calendar years 1976 and 1977.

ARTICLE VI. DEATH IN THE FAMILY

In the event of death to any employee's father, mother, wife or child, the employer agrees to give said employee three (3) days off with pay at his regular rate.

ARTICLE VII. VACATIONS

All employees of the Road and Sanitation Department of New Shrewsbury Borough shall receive vacation pay as follows:

- 1 year.....2 weeks
- 5 years..... 3 weeks
- 15 years.....4 weeks

ARTICLE VIII. WELFARE PROVISIONS

Members of the unit shall receive the same benefits as at present plus any granted to any of the non-police employees of the Borough.

ARTICLE IX. SENIORITY

A. Seniority shall be defined as the length of service by class identi-

fication since the last date of hiring .

B. In the event of a lay-off, seniority shall prevail. The employee with least seniority shall be the first laid off. Upon any rehiring, the laid off employee with the greatest seniority shall be the first rehired .

C. Seniority shall prevail, all skills being equal, as to promotions, the assignment of vacation, leave and overtime .

D. A seniority list by classification will be given to the union upon the execution of this contract .

E. The union will be advised of the names of all new hires .

#### ARTICLE X. BULLETIN BOARD

The employer agrees to furnish for the sole use and benefit of the union, an adequate and appropriate bulletin board in a conspicuous place at the place of business of the employer. It shall be known or referred to as the union bulletin board. Failure on the part of the employer to furnish the same within two (2) weeks after the signing of the agreement shall give the union the right to purchase the same and charge the cost including installation, to the employer.

#### ARTICLE XI. SAFETY PROVISIONS AND LOST TIME PAY

The employer will make reasonable provisions for the safety and health of his employees and shall comply with all federal, state and local requirements for occupational safety and health. Should an employee be injured at the plant and is unable to continue working as a result of the injury, he shall be paid for the entire day. No employee shall lose his job as the result of such injury. If he is physically able to perform after he has recovered from the injury, he shall be entitled to resume his job. Whatever safety equipment shall be made necessary either by statute or regulation or in such cases as the Borough Council shall deem to adopt it at the suggestion of its insurance carrier, such equipment shall be provided, including articles of clothing, at no cost to the employee, but without further negotiation.

#### ARTICLE XII. MILITARY SERVICE

All military leave shall be as provided by law. In any event, employees upon returning from military service shall be restored to their former positions at the prevailing rate of pay, on the basis of seniority,

and the time spent in military service is to be considered as time actually employed by the employer. Reinstatement, however, must be applied for within ninety (90) days after being separated, and the applicant must be physically able to work.

#### ARTICLE XIII. MISCELLANEOUS

The employer shall furnish and maintain for the use and benefit of all employees a time clock and a medical kit on the employees' floor. Borough Council will investigate the feasibility of supplying suitable dressing room and lockers for the Road and Sanitation Department.

The parties understand that employees are sometimes obliged to remain idle if one of the working group is late. Therefore, any employee who shall punch in more than five minutes late may be docked fifteen minutes for any fraction of fifteen minutes he is late and for the full amount of any late time punched in after fifteen minutes.

#### ARTICLE XIV. DISCRIMINATION

The employer agrees that he will not discriminate in the hiring of employees or in their training, up-grading, promotion, transfer, layoffs, discipline, discharge or otherwise, because of race, creed, color, national origin, political affiliation, sex or marital status.

#### ARTICLE XV. REDUCTION OF BENEFITS

A. Nothing in any provision of this agreement shall be so construed as to affect a reduction in the wage rate of any employee or to increase the number of hours per week which the employee shall be compelled to work in order to earn his present weekly salary.

B. Any employee enjoying wages, hours or conditions more favorable than required by this agreement shall continue to do so.

#### ARTICLE XVI. SICK LEAVE

Sick leave will be awarded to the Road and Sanitation Department in the same manner as present policy provides for all other Borough employees.

#### ARTICLE XVII. HOLIDAYS

A. The employer shall continue to pay employees for each of such holidays as determined by the Borough calendar.

B. Effective from the execution date of the contract the employees will be entitled to two (2) additional days as personal days. Not more than one employee shall be permitted personal leave on the same day. If two employees apply for personal leave on the same day, the one with seniority will be given the privilege. This provision shall not apply to Easter Sunday, concerning which no other day shall be recognized as a holiday. Wherever a holiday is provided on a different day than the traditional calendar

holiday, the statutory holiday shall be considered and the traditional holiday disregarded for purposes of this policy.

C. Holidays falling on a Saturday or a Sunday will be celebrated on the next normal working day, with the exception of Easter Sunday.

D. If a holiday occurs when an employee is on vacation, an additional day or days where appropriate will be added, with the exception of Easter Sunday.

#### ARTICLE XVIII. UNION REPRESENTATIVES

A. Only duly authorized representatives of the union shall have access during working hours to the premises of the employer or any other place of work to which bargaining unit employees are assigned, and shall be permitted to make inspection of membership cards of all employees and the employer's payroll records of the unit covered by this agreement for the purpose of ascertaining whether the provisions of this agreement are being duly complied with by employer in good faith, or in regard to any matter connected with the terms of this agreement. Notice of inspection by authorized representatives to make the inspections provided herein must first be announced to the supervisor of the Road and Sanitation Department who may then determine an adequate and convenient time for the exercise of these functions.

B. The president, secretary-treasurer, or their duly authorized representatives so designated in writing shall be the representatives of the union, and no other person or persons.

#### ARTICLE XIX. SHOP STEWARD

A. There shall be at all times one shop steward designated by the union.

B. Shop steward shall suffer no loss of pay for time spent during working hours in the performance of their duties, providing the supervisor has approved his deviation from his work in advance. The supervisor shall not withhold such permission unreasonably when it does not interfere with the normal routine of work. The employer shall recognize an employee as shop steward only after having received written notice of this selection or designation by the union. The shop steward shall be the last to be laid off by the employer in case of insufficient work, and the first one rehired. Under no circumstances shall the shop steward be discriminated against by the employer.

C. Neither the shop steward nor any shop committee or group of employees covered by this agreement is authorized to cause or engage in any strike, slow-down or stoppage in the place of business of the employer, nor order the discharge of any employee.

D. The shop steward shall be authorized to discuss grievances with the employer or his representative and to transmit messages from the union to the employer and the employer to the union. No settlement of a grievance shall become final and binding upon the union unless an officer thereof has approved same.

#### ARTICLE XX. CHECKOFF OF UNION DUES

A. The employer will accept a signed authorization from any employee covered by this agreement directing the employer to deduct from the wages of said employee the regular monthly membership dues and initiation fee of each new member. Written notice must be sent by the union secretary-treasurer to the employer advising the employer of the amount of the monthly union dues and initiation fees.

B. The said deductions shall be made on the first pay day of each and every month. All moneys so deducted shall be remitted to the union, together with a duplicate list of the employees whose dues and initiation fees have been deducted, by the tenth (10) day and no later than the fifteenth (15) day of the current month.

C. The aforesaid check-off authorization shall remain in effect until revoked by the employee, however, it shall be irrevocable for a period of one (1) year from the date thereof, or until the termination date of this agreement, whichever occurs sooner. Said written authorization shall automatically renew itself for successive annual irrevocable periods unless the employee notifies the employer by registered mail within ten (10) calendar days prior to the expiration of each one (1) year period. Whenever a dispute shall arise between an employee and the union as to the employee's rights with or against the union, the Borough may request the union to litigate its rights. If the union shall fail to take action within 20 days of notice to the union, then the employer may comply with the employee's demand regarding check-off

#### ARTICLE XXI. GRIEVANCE PROCEDURE

A. The term grievance as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this agreement and may be raised by an individual, the union or the Borough.

B. The shop steward, the employee and the foreman of the department involved shall meet. If not settled at this stage, the grievance must

be reduced to writing specifically setting forth the basis of the grievance on a form supplied by the company.

C. If the grievance is not satisfactorily adjusted in accordance with (B) above, both parties shall thereupon attempt to adjust the dispute. If no adjustment can be arrived at within forty-eight (48) hours, the matter shall be submitted for arbitration to the New Jersey State Board of Mediation. In accordance with the rules and procedures of that agency, no later than 30 days from the end of said forty-eight (48) hour period, shall the arbitration commence.

1. When a dispute is submitted for arbitration, such action shall be considered a final and binding submission by both parties hereto. Should either of the parties fail to attend the hearing set by the arbitrator, after due notice, the arbitrator shall be empowered to proceed ex parte and render a final decision and award.

2. The decision of the arbitrator shall be made in writing and shall be final and binding upon the parties hereto.

3. The cost of such arbitration shall be borne equally by the employer and the union.

D. All grievances of employees involving disciplinary matters must be submitted to the employer within one week of the receipt by the union of the employer's notice of disciplinary action. It is expressly understood that no time limit shall apply to the submission to the employer of any other type of grievance.

#### ARTICLE XXII. NO STRIKE; NO LOCKOUT

A. During the life of this agreement, the union agrees that it will not authorize any strike of any kind, slow-down, sit-down, stay-in, boycott, picketing, work stoppage or any other type of organized interference, coercive or otherwise, with the Borough's operation, and further that the union will do everything in its power to prevent its members from participating in any unauthorized strike, work stoppage, slow-down or other activity aforementioned, including but limited to publicly disavowing this activity and setting forth in writing on union stationery at the request of the employer such disapproval of any of the aforementioned unauthorized activity and ordering all such members who participate in such unauthorized activity to cease and desist



from same immediately and to return to work along with such other steps as may be necessary under the circumstances to bring about compliance with its order. The union must furnish such written disapproval of such activity after twenty-four (24) hours written notice from the employer except that if such activity occurs on a weekend, forty-eight (48) hours notice will be required. In case of unauthorized activity described herein, the employer may impose disciplinary measures or discharge the employee directly or indirectly involved. In consideration of the foregoing the employer agrees not to lockout or cause to be locked out any employee covered under the provision of this agreement.

B. The employer agrees, in consideration of the performance by the union of the aforesaid undertakings, to absolve the union or its officers from any liability by suit for damages for breach of contract, or of any kind or character for any unauthorized activity. It is distinctly understood and agreed that the union will not be held liable for any unauthorized strikes, individual acts or actions of any employee or group of employees.

#### ARTICLE XXIII. MODIFICATION OF AGREEMENT

Neither the employer nor any individual employee or group of employees shall have the right to modify or waive any of the provisions of this agreement. The employer will not enter into any individual agreement or arrangements with any of his employees covered by this agreement.

Any modification must be in writing duly executed by an authorized agent of the employer and by the president or secretary-treasurer of the union. The union may request that all negotiations for modification be held in the presence of a union negotiating committee, such committee not to exceed two (2) in number.

#### ARTICLE XXIX. GENERAL SAVINGS

A. If any article or section of this agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

B. In the event that any article or section is held invalid or enforcement of or compliance with which has been retained as above set forth the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the union, for the purpose of arriving at a

mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

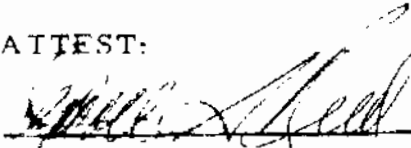
ARTICLE XXV. DURATION

1. This agreement shall be in full force and effect from January 1 , 1975 to and including December 31 , 1976 and notice of desire to cancel or terminate the agreement is served by either party upon the other not less than sixty (60) days and not more than ninety (90) days prior to Dec. 31 , 1976 or of any subsequent contract year.

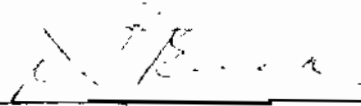
2. The union shall have the right to reopen this contract on October 1 , 1975 for the purpose of negotiating monetary issues and welfare provisions to be effective January 1, 1976.

3. The union shall have the right to reopen this contract on October 1 , 1976 for the purpose of negotiating monetary issues and welfare provisions to be effective January 1, 1977.

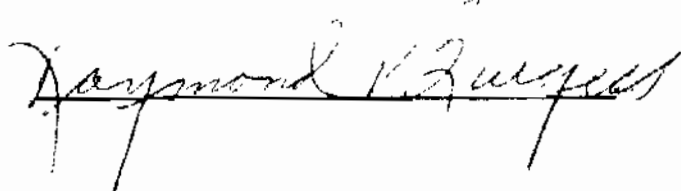
ATTEST:

  
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BOROUGH OF NEW SHREWSBURY

  
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UNITED TRADES INDEPENDENT  
LOCAL #18

  
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